

St. Croix River Crossing Project – Implementation of Mitigation Activities

This form is to be used to document completion of certain St. Croix River Crossing Project mitigation actions for which 1) Wisconsin Department of Natural Resources (WisDNR) has responsibility to implement or 2) WisDNR must concur with actions proposed by others. This includes all activities described in the Project's Growth Management Mitigation Memorandum of Understanding (MOU) (all) or item 9b in the Riverway Mitigation MOU.

Action (list name of MOU and activity #):

Growth Management MOU

Applicant (name, governmental unit, address, contact person phone number and email address):

Town of St. Joseph, 1337 County Road V, Hudson, WI 54016

Application (attach separate pages if needed; describe proposal, how it meets applicable MOU objective, expected environmental benefits/products, cost, location, schedule, post-completion management/maintenance, etc.; provide justification if proposal varies from MOU language):

Comprehensive Plan Update – Plan Scoping Project The Town is moving forward to complete an update to our Comprehensive Plan. This request is to develop the actual Plan Scoping Document to allow us to update this Comprehensive Plan. The Plan Scoping project will have a cost of \$5,000. We are requesting \$3,500 of mitigation dollars with the remaining \$1,500 to be funded by the Town of St. Joseph's general budget.

The scope of the work related to the request from the MOU fund includes defining the scope of updating the Town's comprehensive plan. Representatives from the Town, the Town's engineer and the Town's proposed River Crossing Coordinator and with public input will identify those elements that will be included in the overall Comprehensive plan update. The funds requested will cover the costs of the Town's engineer (Stantec), the Town's River Crossing Coordinator and minor expenses related to public communications. The River Crossing Coordinator will facilitate the process.

Consultation with other parties (for Riverway MOU item 9b only):

WisDNR Stewardship Grant eligibility (preliminary screening by Community Assistance staff): Yes No

MnSHPO _____ (date) Response: Click here to enter text.

WisSHPO _____ (date) Response: Click here to enter text.

Indian Tribes* _____ (date) Response: Click here to enter text.

(* - WisDNR can provide a list of Indian Tribes to contact)

Advisory Team Review (list date considered, Advisory Team findings/recommendations): Click here to enter text.

WisDNR Concurrence (for release of funds by St. Croix County)

Approve as proposed: _____ (date)

Approve with conditions: _____ (date) Conditions (include any reporting requirements for Applicant): Click here to enter text.

Denied: _____ (date) Suggested revisions (guidance for possible Applicant re-submittal): Click here to enter text.

Implementation Tracking Log *(for funded projects)*

Funds received by Applicant _____ *(date)*: [Click here to enter text.](#)

Progress on implementation *(this should be a brief, running summary coinciding with Applicant reporting requirements)*: [Click here to enter text.](#)

Mitigation Action Completed

Action completed *(WisDNR determination)*: _____ *(date)*

Final report submitted by WisDNR to MnDOT, WisDOT and FHWA: _____ *(date)*

Agreement No.: SJC004

Fund: 58323

Amount: \$3,500

RECEIVED

JUN 30 2014

ST. CROIX COUNTY
COMMUNITY DEVELOPMENT

Local Government Planning/Zoning Support

St. Croix River Crossing Project

MOU For the Implementation of Growth Management Mitigation Items,
Section IIIB.2.a.

Between

State of Wisconsin, Department of Natural Resources,
St. Croix County Community Development Department
and

Town of St. Joseph, St. Croix County, Wisconsin

I. GENERAL INFORMATION:

Grantee/Project Sponsor: Town of St. Joseph

Project Title: Town of St. Joseph Comprehensive Plan and Natural Resource Inventory Scoping
Project

Period Covered by This Agreement: May 1, 2014 – December 31, 2014

II. AGREEMENT RECIPIENT: Town of St. Joseph

III. AUTHORITY: This agreement between the State of Wisconsin Department of Natural Resources (hereinafter referred to as WDNR), St. Croix County Community Development Department (hereinafter referred to as County) and the Town of St. Joseph (hereinafter referred to as Town) is hereby entered into pursuant to Wis. Stat. s. 29.037

IV. PURPOSE: The purpose of this agreement is to facilitate the WDNR to review and concur with the project identified above, and authorize St. Croix County to expend funds in accord with the St. Croix River Crossing Project MOU for the Implementation of Growth Management Mitigation items: Local Government Planning/Zoning Support MOU that it holds for the Town.

V. BACKGROUND: The St. Croix Crossing project involves the construction of a new bridge across the St. Croix River in St. Croix County, Wisconsin. The Supplemental Final EIS (SFEIS) prepared for the project includes a section on bridge mitigation items. Included in this mitigation package is \$200,000 to be held by St. Croix County, but designated for the Town of St. Joseph, to hire or contract for project staff and consultant services to assist in revising and/or developing local comprehensive plans, neighborhood plans, ordinances and other planning tools that will result in natural resource enhancement, pollution prevention, protection for historic properties or other environmental protection. Once mitigation funds became available the Growth Management Advisory Team (GMAT) requested project proposals to decide how to allocate the \$200,000. One of the approved proposals is to secure funding for a Town of St.

Joseph Comprehensive Plan and Natural Resource Inventory Scoping Project. This is an agreement between the WDNR, County and the Town on how the mitigation dollars will be spent on this project.

- VI. SCOPE: The WDNR is approving the Town expenditure of \$3,500 to fund a portion of the cost of Town of St. Joseph St. Croix River Crossing Coordinator Position. A release of funds in the amount of \$25,000 held by the County for the Town under section III.B.2.a. is approved for this project.

In return the Town shall complete the as described in the Town of St. Joseph Comprehensive Plan and Natural Resource Inventory Scoping Project proposal, and submit reports to WDNR upon completion of the objectives as outlined in the proposal.

- VII. PERIOD OF PERFORMANCE: This agreement shall remain in effect until December 31, 2014. The WDNR and the County may jointly and periodically evaluate this agreement and, if mutually agreed, will amend the agreement as necessary. Any modifications to this agreement shall become effective upon approval by both parties.

- VIII. PARTY REPRESENTATIVES: The representatives of the parties who shall serve as project coordinators and principal contacts for the purposes of this agreement are as follows:

Town: Dan Gavin, Town Chairman
Town of St. Joseph

County: Ellen Denzer, Director
St. Croix Community Development
1101 Carmichael Road
Hudson, WI 54016

WDNR: Dan Baumann, P.E., Regional Director
1300 West Clairemont Avenue
Eau Claire, WI 54701

- IX. SPECIAL PROVISIONS:

- A. The Town agrees that information gathered as a result of the projects will be readily available, as needed, to other entities in St. Croix County operating within the context of the Soil and Water Modeling and Monitoring MOU associated within the St. Croix Crossing SFEIS.
- B. The Town agrees that failure on its part to abide by the project contract and its stipulations could require a repayment of the mitigation funds.

C. This agreement does not impose any obligation, financial or otherwise, upon the WDNR in regards to the subsequent operation and/or maintenance of any facilities developed in this project.

X. LIABILITY: The Town recognizes and understands that it may be responsible for the consequences of its own acts, errors, or omissions and those of its employees, agents, boards, commissions, agencies, officers and representatives, including providing its own defense. To the extent authorized by law, the WDNR shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, agents, contractors, officers, and representatives and shall be responsible for any losses, claims and liabilities which are attributable to such acts, errors or omissions. It is not the intent of the parties to impose liability beyond that imposed by Wisconsin Statutes. This clause applies only to actions of each party pursuant to this agreement, and does not apply to actions or events that occur outside the scope of this agreement.

By signature the Town and the WDNR hereby accept all terms and conditions of this agreement without exception, deletion or alteration.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed as of the date therein written.

Town

WDNR

(Signature)

Dan Gavin
Town Chairman

(Date)



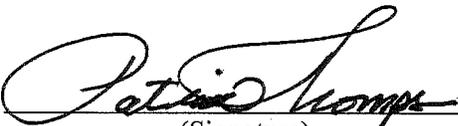
(Signature)

Dan Baumann, P.E.
Regional Director

6-10-14

(Date)

County



(Signature)

Patrick Thompson
Administrator

6-10-14

(Date)