

MINNESOTA - WISCONSIN

GANDY DANCER TRAIL

MASTER PLAN

POLK COUNTY SEGMENT

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GANDY DANCER TRAIL
MASTER PLAN
POLK COUNTY SEGMENT

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INTRODUCTION

This Master Plan Element represents Polk County's portion of the multi-county Master Plan for the Gandy Dancer Trail. The 96 mile recreation trail extends from the City of St. Croix Falls in Polk County, to approximately 12 miles south of the City of Superior, Douglas County, Wisconsin. The corridor extends northward from St. Croix Falls for 49 miles to Danbury, where it crosses the St. Croix River and enters the State of Minnesota. Approximately 30 miles of the trail traverses Pine and Carlton Counties in Minnesota and then re-enters Wisconsin and terminates about 9 miles into Douglas County. Map 1 shows the regional location of the Interstate Trail.

The Interstate Trail will be developed as a result of a cooperative agreement between the Wisconsin Department of Natural Resources (WDNR) and Polk, Burnett, and Douglas Counties for the Wisconsin segment of the trail. The State of Minnesota and Pine and Carlton Counties will develop their respective agreements for the portion of the trail in Minnesota. Under the Memorandum of Understanding (MOU) signed by all parties, the WDNR will be responsible for the acquisition of the railroad right-of-way (ROW) and any additional land for appurtenant facilities (e.g. parking, restrooms, etc). The Counties will be responsible for the development and operation of the trail under their respective jurisdictions. Map 2 shows the location of the trail in Polk County.

SECTION I - ACTIONS

A. GOALS AND OBJECTIVES

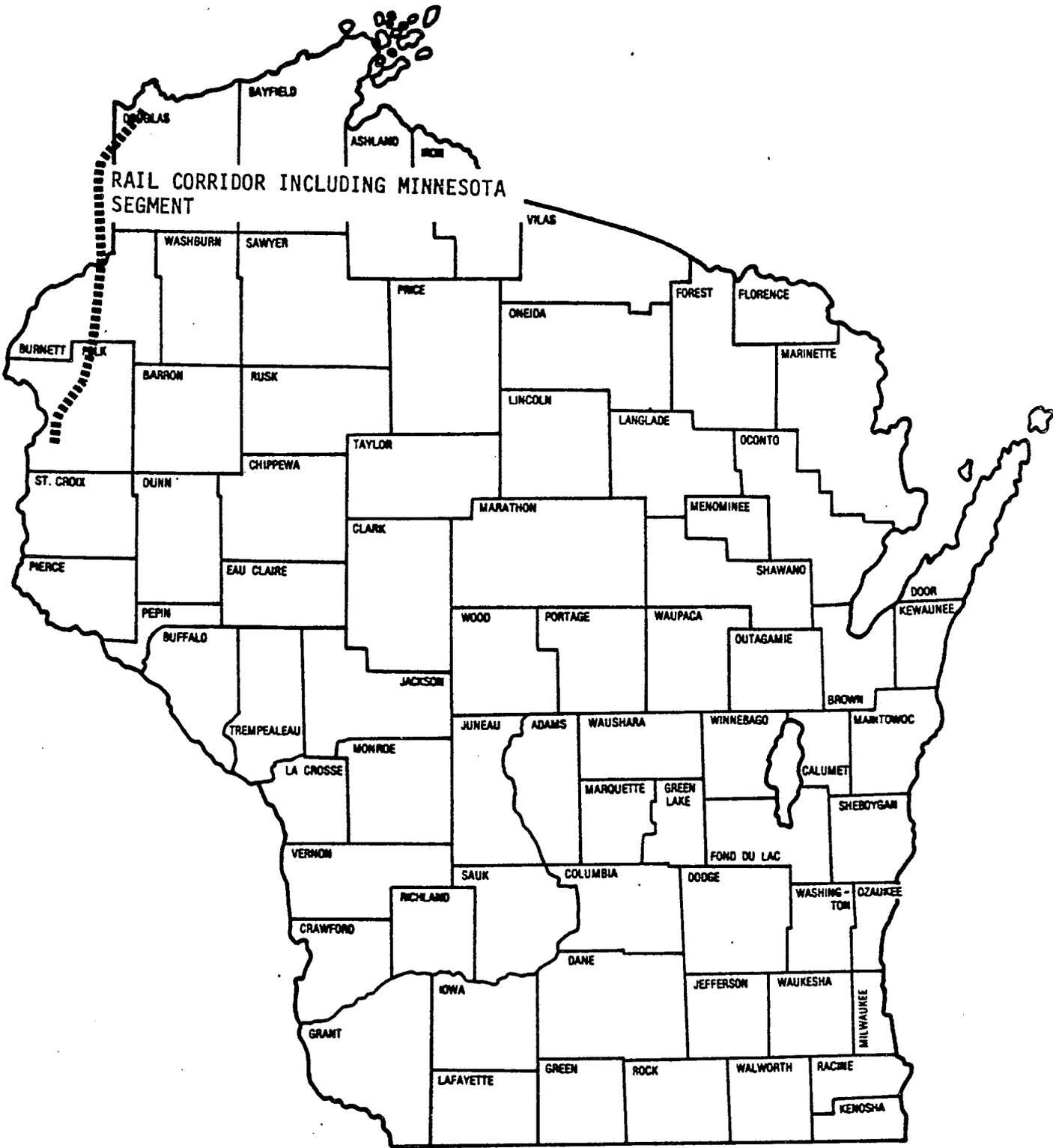
GOALS

Provide and preserve a 30 mile multi-purpose recreational trail in Polk County which will be part of a 96 mile trail stretching from St. Croix Falls to Superior. The trail will traverse Polk County, Burnett County, Pine County, MN., Carlton County, MN., and Douglas County, WI. The all-season trail will provide two-way traffic for bicycling, hiking, snowmobiling, and winter ATV use.

OBJECTIVES

1. Provide spring, summer and fall trail use opportunities to hikers, joggers, bird watchers, photographers, and mountain bikers (Phase I).
2. Provide a trail and necessary maintenance to accommodate up to 30,000 snowmobilers and ATV'ers each season (Phase I).
3. Provide a trailhead facility to serve as a starting point for the entire St. Croix Falls to Superior Trail. The facility would include trail information, parking, restrooms, drinking water, etc. (Phase II).
4. Provide a trail with surfacing and other appropriate improvements, along with the necessary maintenance, that will accommodate up to 20,000 bicyclists per year (Phase III).
5. Provide trail access and rest areas in each community along the trail. The trail areas would include off-street parking and picnicking facilities. (Phase III)
6. Work with the private sector in providing trail service and amenities. (E.G. bicycle repairs and rentals, snowmobile repair and rental, horse rentals, camping facilities, shuttle service, etc.)
7. Further study the possibility of developing a horse trail on or off the grade. (Phase IV - tentative)

MAP 1 - REGIONAL LOCATION



B. Recommended Development and Maintenance Program

1. Land Acquisition

Under the terms of the MOU, the WDNR is responsible for acquisition of the abandoned ROW within Polk, Barron, and Douglas Counties. The Minnesota Department of Natural Resources is responsible for acquisition of the Row in Pine and Carlton Counties.

In Polk County the WDNR is acquiring 13.4 miles from the Wisconsin Central Limited Railroad Company (WCL). The remaining mileage, approximately 16.6, was acquired by the Wisconsin Department of Transportation (WDOT) for possible future highway purposes. The WDNR will obtain an easement from WDOT for use of property under their control. Map 3 show the areas of ownership. The WDNR also agrees to purchase reasonable land acreage adjacent to the ROW for trail purposes.

2. Development

The MOU specifies that the development of the recreational trail will be the responsibility of the respective counties. Under the agreement Polk County must establish a recreational trail on the corridor within a period of 5 years from the date of purchase by the WDNR.

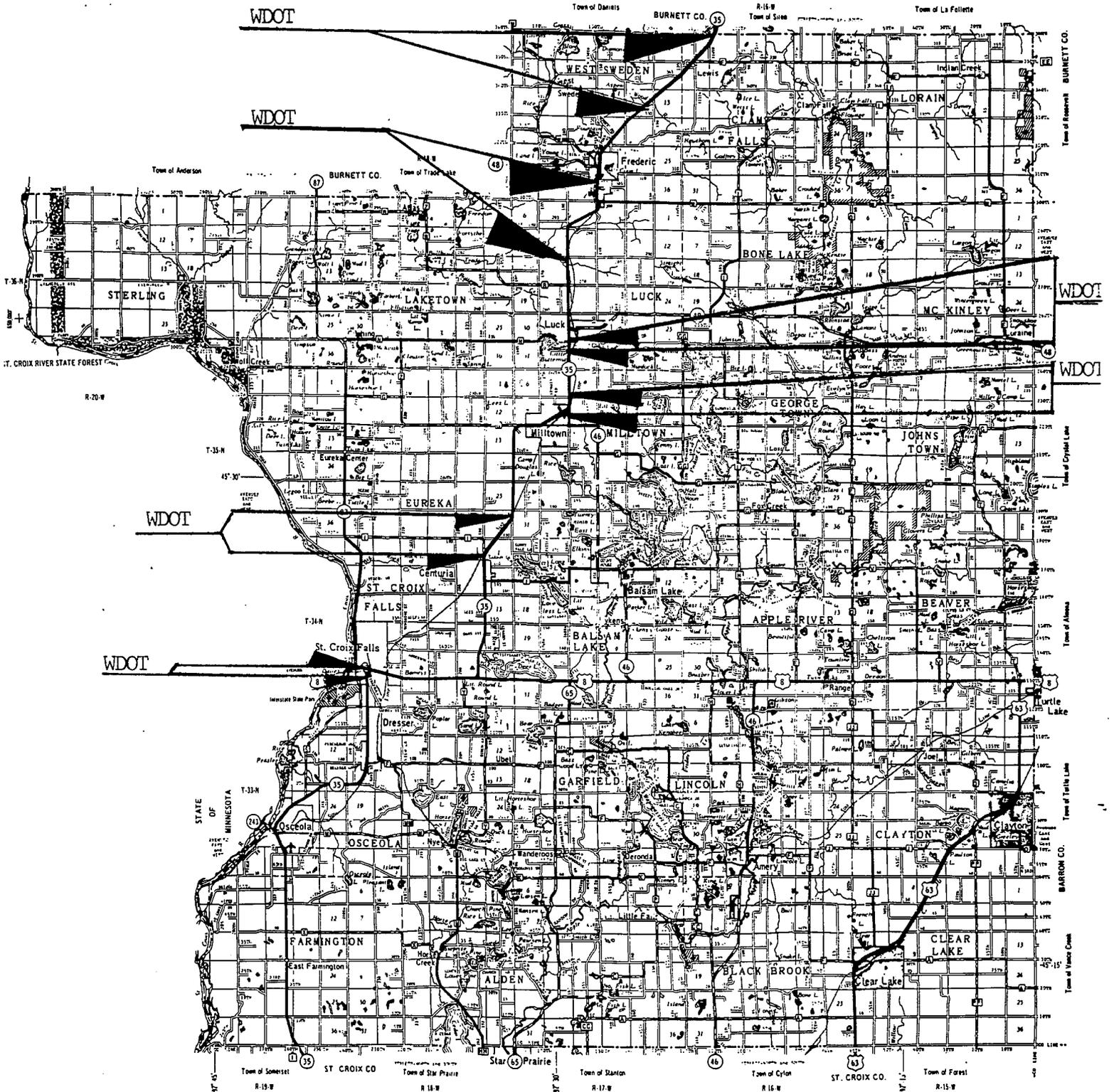
Development in Polk County will be managed by the Parks and Recreation Department. The planned development has been phased to allow for orderly development and budget constraints.

Phase I (1990)

A. Draining/Erosion

The first phase of development will include providing for trail safety and security. The grade will be examined to determine the need for any immediate work to control erosion and drainage problems. The WDNR engineers report (see Appendix) indicated a number of concrete culverts and cattle passes were located on the trail and that they were in reasonable condition.

MAP 3: LAND OWNERSHIP



Phase I (1990) con't.

B. Bridges

The engineers report indicates that the Maple Street bridge is in excellent condition and the 270th Ave. bridge is in reasonable condition. Both bridges will require decking and railings. This work will be accomplished with funding through the snowmobile and ATV programs. The cost estimate is \$54,800.00.

C. Signing

To control use of the property signs depicting the allowable uses will be posted on the trail. Signs warning of intersections, bridges and any other trail hazards will be erected as soon as possible. There are 23 rural crossings and 11 street crossings on the trail. The cost estimate is \$2400.00.

D. Grading

Following track removal the grade will be surveyed to determine the need for grading. Initially the trail surface will consist of the existing ballast material. The cost estimate for grading is \$500.00.

Upon completion of this initial work the trail will be usable for hiking, jogging, bird watching, photography, and mountain biking in the summer and fall and snowmobiling and all-terrain vehicles in the winter.

PHASE II (1991)

The second phase of development will involve establishing a trail head at or near the southern terminus of the trail. Presently several alternatives are being explored.

Option 1:

This alternative is to establish the trailhead in conjunction with a new state tourism building that is to be built in or near the City of St. Croix Falls. This is the preferred option because the center will be located on U.S. Highway 8. The center could provide trail information, parking, and restrooms without additional costs. A committee is working on finding an appropriate site for the building. In the event this option is used, no costs would be incurred.

Option 2:

This alternative would utilize the Polk County Fairgrounds as the trail head. In order to use the fairgrounds the WDNR would need to purchase outright or obtain a perpetual easement from the Nature Conservancy, Inc. The Conservancy owns a 100 acre parcel that lies between the railroad and the fairgrounds. Initial contact has been made with Conservancy Officials and the property is for sale. They may consider an easement if it doesn't diminish the value of the property. However, the terrain is rugged and the best route would be a meandering trail through the property.
(See Map 4.)

In the event the trail connection is made, development costs will include signing to route traffic from Highway 8, chain link fencing to segregate a portion of the fairgrounds, winterizing existing toilets, and establishing the connecting trail through the woods. This option is estimated at \$25,000.00, plus acquisition of the property or an easement.

Additionally, Phase II will include marking the trail with informational, directional, and control signs.

PHASE III (1992)

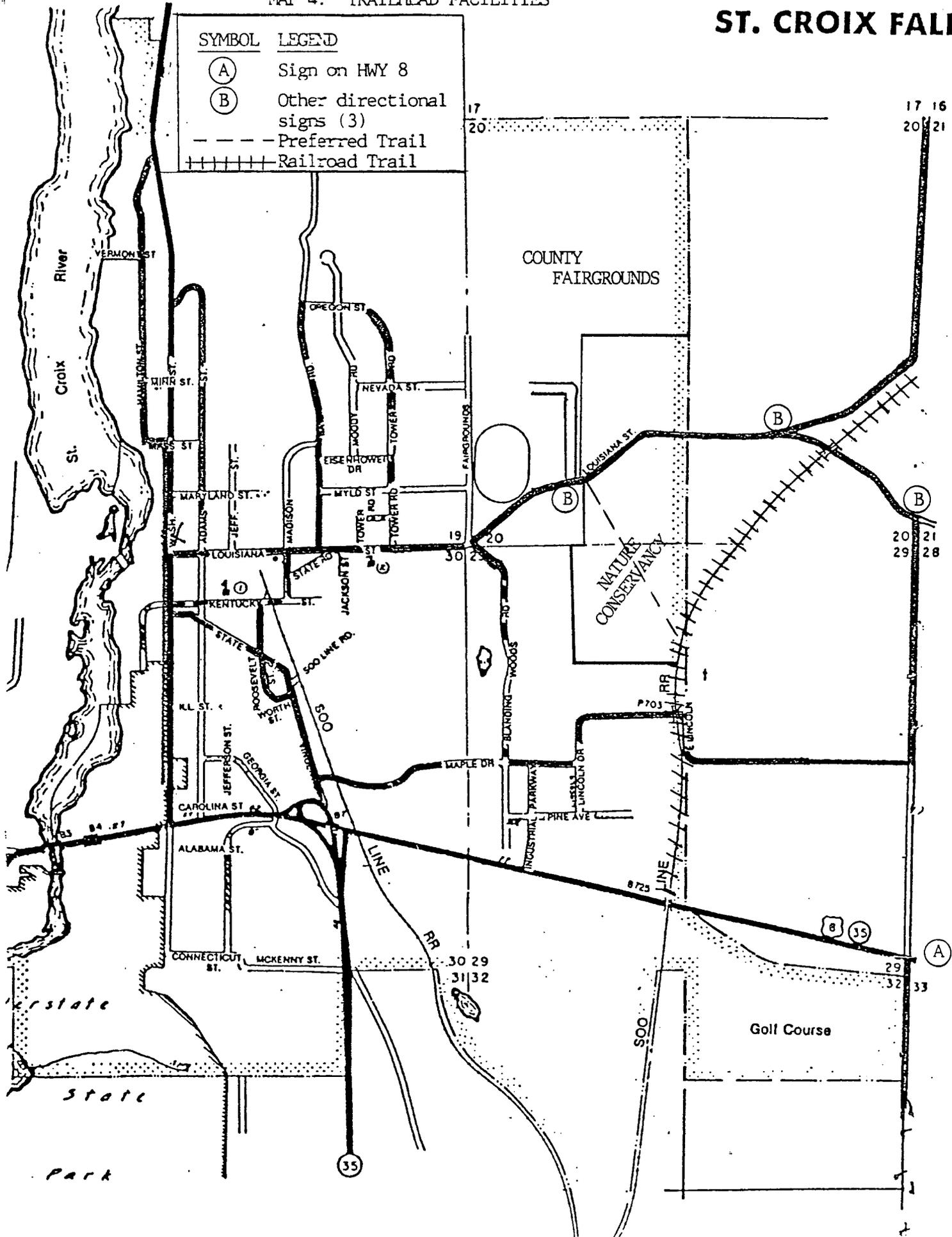
Trail users will be directed to trail accesses and parks within each community. (See maps 5, 6, 7, and 8 on the following pages.)

A parking area in each community on property purchased from the railroad has been selected. The criteria used in selection was to find a level piece of ground near as possible to the business districts to provide services, facilitate businesses and keep the parking area development costs down. Picnicing facilities and benches may be provided. The estimate cost is \$15,000.00.

MAP 4: TRAILHEAD FACILITIES

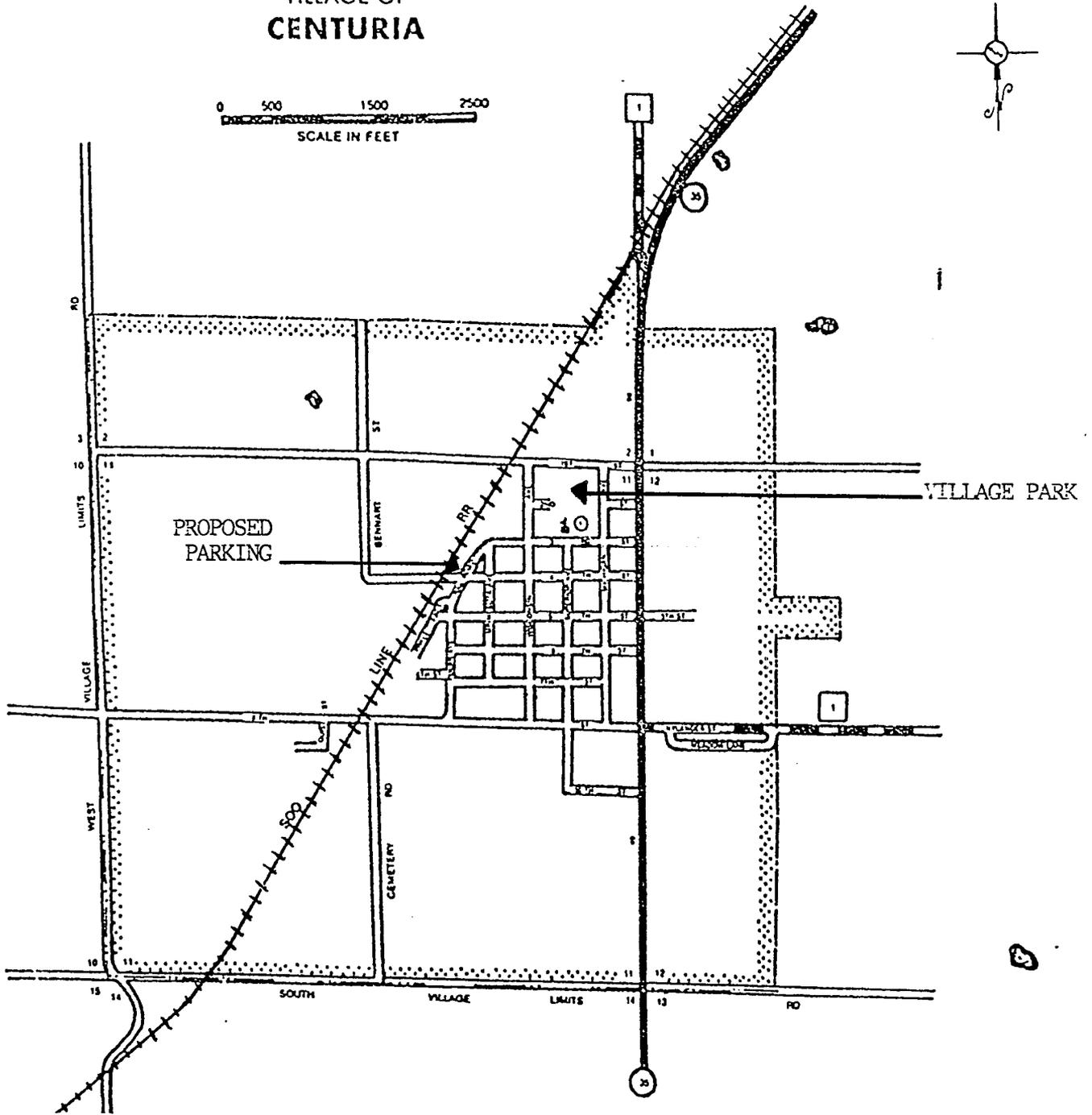
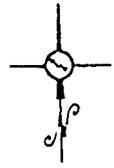
CITY OF
ST. CROIX FALLS

SYMBOL	LEGEND
(A)	Sign on HWY 8
(B)	Other directional signs (3)
---	Preferred Trail
+++++	Railroad Trail



MAP 5: TRAIL ACCESS/FACILITIES
VILLAGE OF CENTURIA

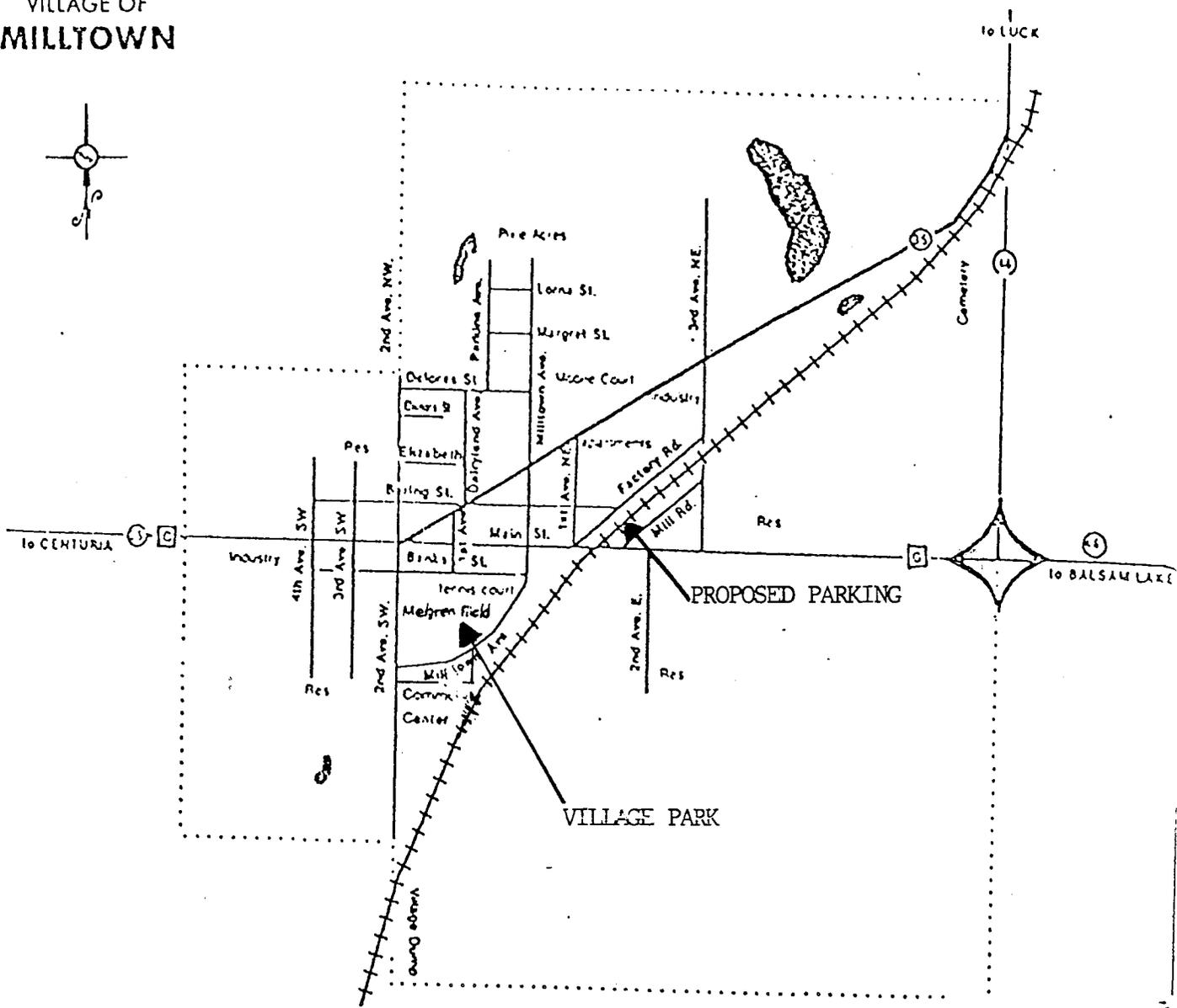
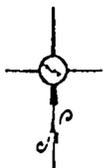
VILLAGE OF
CENTURIA



<u>SYMBOL</u>	<u>LEGEND</u>
+++++	Railroad Trail

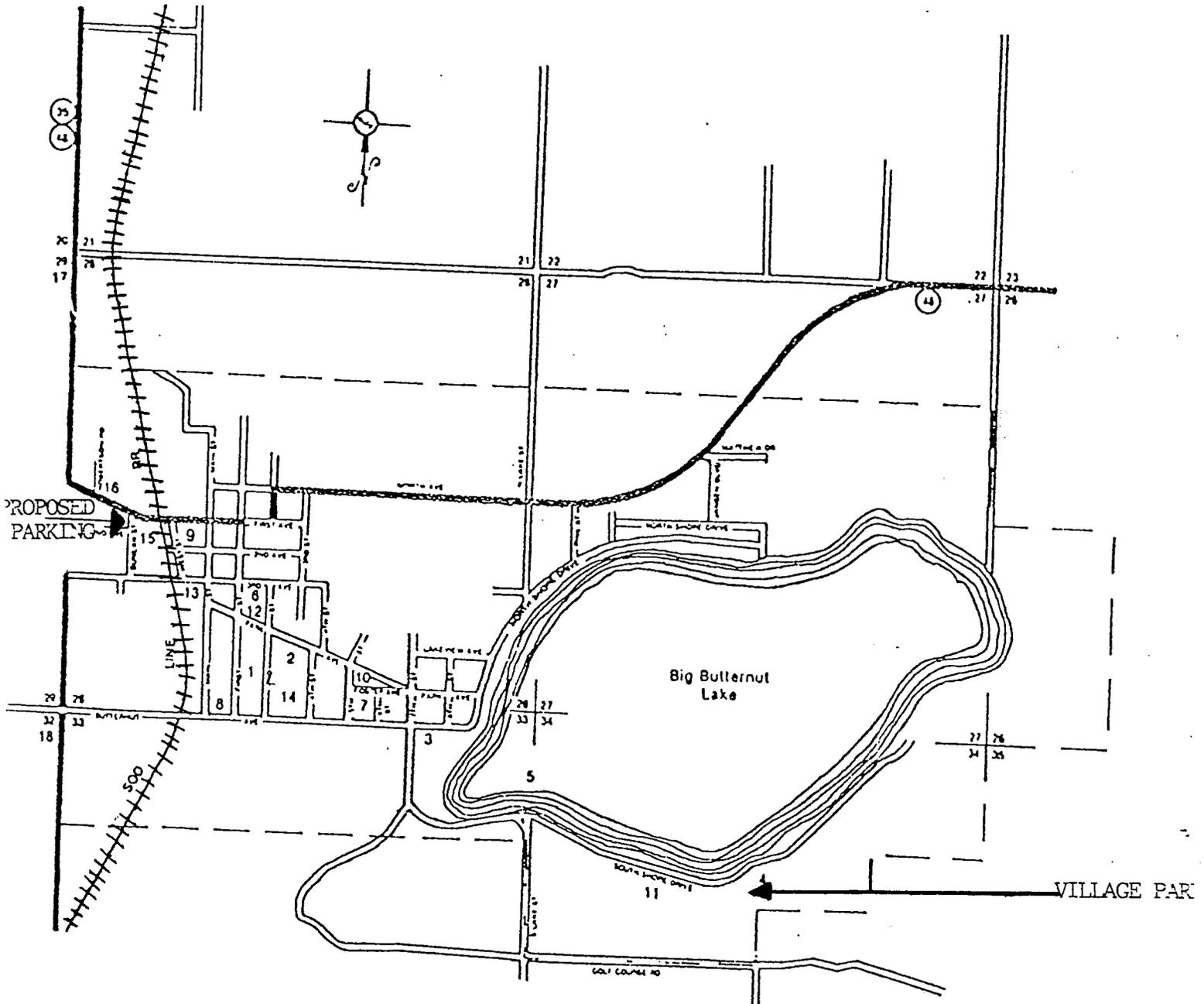
MAP 6: TRAIL ACCESS/FACILITIES
VILLAGE OF MILLTOWN

VILLAGE OF
MILLTOWN



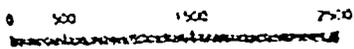
<u>SYMBOL</u>	<u>LEGEND</u>
++++	Railroad Trail

MAP 7: TRAIL ACCESS/FACILITIES
VILLAGE OF LUCK



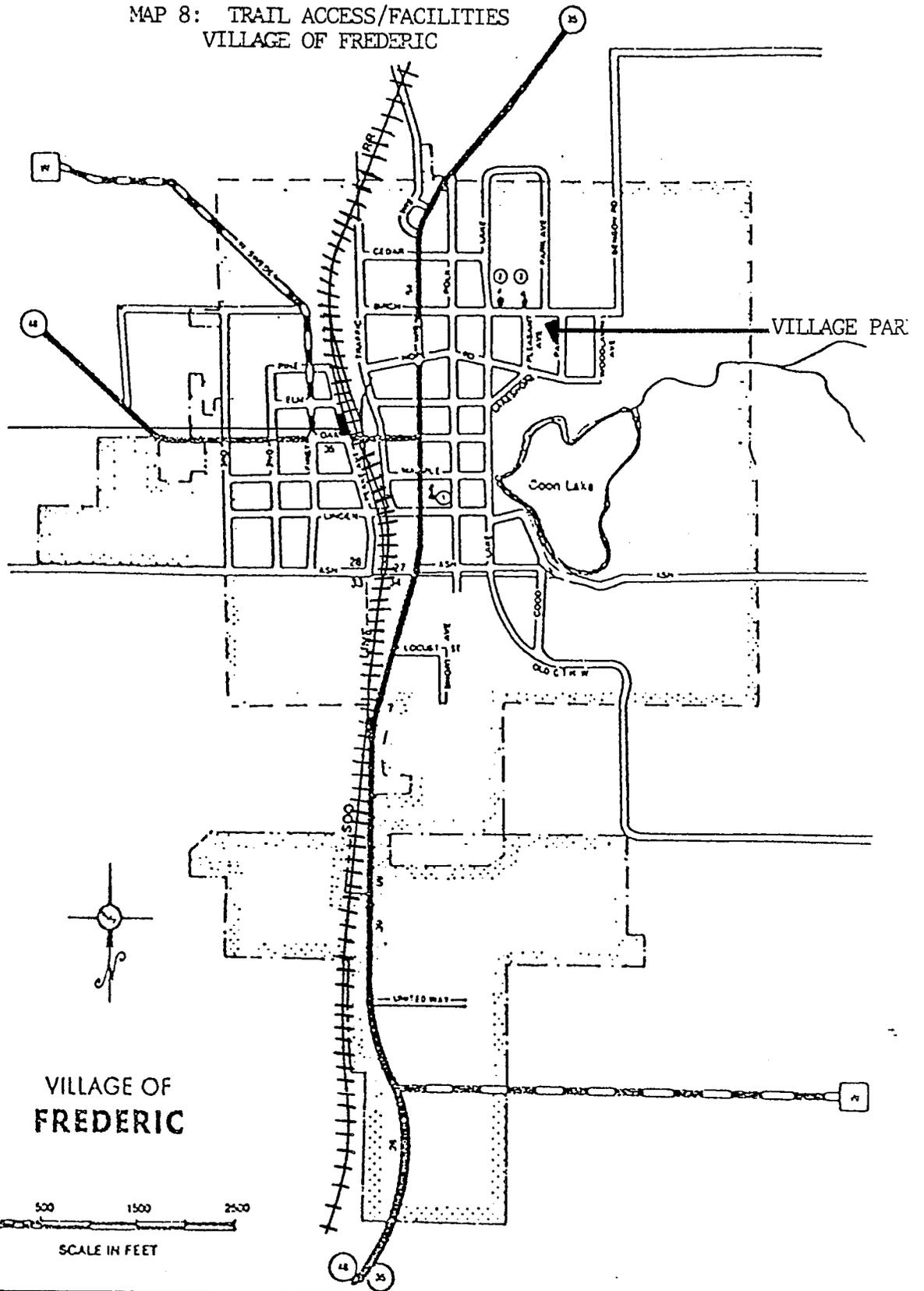
VILLAGE OF
LUCK

<u>SYMBOL</u>	<u>LEGEND</u>
+++++	Railroad Trail



MAP 8: TRAIL ACCESS/FACILITIES
VILLAGE OF FREDERIC

DEPOT LOCATION
AND PARKING



DEVELOPMENT, PHASE III, con't.

The third phase of development will be to surface the trail for bicycle use. Most trails use limestone screenings or another native material such as rotten granite. Cost per mile on other trails has been from \$5000.00 - \$7000.00. Limestone is available at \$4.00 per ton for 3/8 minus which is suitable for bicycle trails.

It is likely that the paving would be done in stages starting at the trailhead. Using the \$7000.00 per mile figure the cost per stage is shown in Table 1.

This schedule would be subject to change based on the availability of funds from the county, state cost sharing programs and other sources.

TABLE 1

YEAR	TRAIL PORTION	MILES	COST
1	St. Croix Falls to Centuria	6	\$42,000.00
2	Centuria to Milltown	6	\$42,000.00
3	Milltown to Luck	5	\$35,000.00
4	Luck to Frederic	6	\$35,000.00
5	Frederic to County Line	7	\$49,000.00
		<u>30</u>	<u>\$203,000.00</u>

DEVELOPMENT, PHASE IV (TENATIVE)

The final phase of the development, if proven feasible, will be to develop the trail or portions of it for horse use. Initially, horses will not be allowed on the trail pending further study of the compatibility with other uses. Several options that will be explored include a divided trail on the grade and a separate trail off the grade within the ROW. No cost estimates have been established for this phase.

3. MANAGEMENT

The recreational trail will be owned by the state and each portion will be managed by the respective counties. The trail will meet state standards and be subject to NR 45. (Administrative rules and laws pertaining to state parks & forests).

In Polk County, the trail will be managed by the Parks and Recreation Department as part of the Polk County Park System and be subject to Polk County ordinance number 21, regulating the use of county lands.

It may be desirable to create an advisory committee consisting of representatives from the WDNR, MDNR, and the affected counties to coordinate trail development, marketing, commercial development, etc.

It may also be desirable to create a non-profit organization in Polk County to assist in fund raising, trail development, and maintenance. This group could also operate concessions and provide public services on the trail.

SECTION II - SUPPORT DATA

A. BACKGROUND INFORMATION

1. Location

The Polk County segment of the trail begins in the City of St. Croix Falls and extends north through the Villages of Centuria, Milltown, Luck, and Frederic and the unincorporated Village of Lewis. The Polk County segment terminates at the Polk-Burnett county line approximately 1.25 miles north of Lewis.

a. Relationship to Highways

STH "35" provides access to the trail from the trailhead in St. Croix Falls to Danbury in Burnett County. USH "8" is a east-west thoroughfare.

A. BACKGROUND INFORMATION (CON'T).

2.. History

The railroad time was originally constructed in the early 1900's as part of the Minneapolis, St. Paul and Sault Ste. Marie Railway Co. The rail line served the agricultural and timber industries of the area. A gradual decline in the need for rail service by these industries occurred in the 1960 - 1980's.

A 20% decrease in volume was recorded between 1983 and 1984, with the Village of Danbury using the rail line the most for timber purposes (196 of 325 cars in 1984). The Soo line was granted it's abandonment in March of 1987 and sold it's interest in the line to Wisconsin Central Limited on October 11, 1987.

3. Chronology of Property Establishment/Development

- December 11, 1984 Polk And Burnett Counties meet to discuss alternative uses of railroad after Soo Line announces their intention to abandon line between Dresser and Boylston Junction.
- December 4, 1986 Polk and Burnett Counties meet again to discuss alternative uses for abandoned railroad corridor.
- March 9, 1987 Soo Line is granted abandonment by ICC for rail line from Dresser to Boylston Junction.
- October 11, 1987 Soo Line sells interest in rail line to Wisconsin Central Limited.
- November 10, 1987 County Board passes resolution to obtain first rights to acquire abandoned railroad property from Department of Transportation.
- April 19, 1988 County rescinds resolution to obtain first rights to acquire abandoned railroad property.

3. Chronology of Property Establishment/Development (con't).

- December 12, 1988 States (Wisconsin and Minnesota) and Counties (Polk, Burnett, Douglas) meet to discuss the Department of Natural Resources (DNR) acquisition of railroad property and Memorandum of Understanding (MOU).
- January 17, 1989 Polk County authorizes entering into a MOU with DNR to develop a multi-purpose trail. Railroad Committee is established.
- Public meetings with various groups to discuss the acquisition and development of multi-purpose trail on abandoned railroad right-of-way (ROW):
- March 16, 1989 Village, city and town officials.
- April 13, 1989 Business owners along trail.
- May 23, 1989 Landowners along trail.
- July 1, 1989 MOU signed by Polk County.
- January 4, 1990 Public hearing on goals and objectives.
- Spring 1990 DNR and DOT acquire abandoned railroad ROW.

B. RESOURCE CAPABILITIES AND INVENTORY

1. Geology/Topography

Generally, the topography of Polk County is moderately rolling, becoming increasingly more rugged in the western portion of the county, particularly in the St. Croix River Valley. Surface features have been formed or modified by two distinct periods of glaciation. Pitted glacial outwash covers much of the county resulting in many lakes, wetlands, and areas of uneven topography. A series of glacial end moraines traverse the county from south-west to northwest. The areas between the moraines is quite level. Much of the county's best agricultural land is found here.

1. Geology/Topography (Con't.)

A band of trap rock (an intrusive igneous rock) is exposed at several points between Dresser and the Clam Falls area. Exposed dolomitic limestone is found in the southwest part of the county and the exposed sandstone bedrock in the area known as the Dalles of the St. Croix is largely responsible for the scenic beauty of this area.

2. Soils

The predominant soil association in Polk County is the Amery-Santiago-Magnor Association which is characterized by a landscape that is nearly level to very hilly with well drained to somewhat poorly drained soils on till plains. The abandoned rail line travels through 3 different soil associations. Approximately 37% of the rail line travels through the Amery-Santiago-Mangor soil association and an equal percentage travels through the Antigo-Rosholt soil association which is characterized by nearly level to sloping, well drained silty to loamy soils on outwash plains. Approximately 24% of the rail line passes through the Rosholt-Cromwell-Menahga soil association. This soil association is characterized by nearly level to very hilly, well drained and somewhat excessively drained loamy and sandy soils or pitted outwash plains.

3. Water Resources

The St. Croix River is the only drainage system in the County. This river eventually drains into the Mississippi River. In Polk County, the abandoned rail line crosses two waterways. The first crossing is Butternut Creek near the Village of Luck. From Butternut Lake the stream flows northwest through Little Butternut Lake to the Trade River. Brown trout are present in a .6 mile section near the outlet to the Trade River. Largemouth bass, bluegills and minnows are found in the remainder of the stream. There are no public lands adjoining Butternut Creek.

3. Water Resources (con't).

The second waterway crossing is approximately 3.5 miles north of Luck where the rail line crosses the Trade River. Beginning in Polk County, the 26 mile Trade River flows in a westerly direction into Burnett County and empties into the St. Croix River. Brown, brook, and rainbow trout are present except in the length of river below the Long Trade Lake Dam and the County line. Two percent of the shoreline is publicly owned.

4. Vegetative Cover

Much of the land adjacent to the rail line is in agricultural use. Much of the actual right-of-way is vegetated with shrubs. Also, adjacent to the right-of-way, oak, maple, box elder, willow and aspen trees can be found.

5. Wildlife

Wildlife commonly found along the railroad corridor include, rabbit, fox, skunk, raccoon, woodchuck, hawks, owls, partridges, and various songbirds. Whitetail deer are also present in the adjacent woodlands and fields. Blue heron, muskrat, and beaver can also be found near wetlands adjacent to the railroad corridor.

6. Land Use

The predominant land use adjacent to the railroad corridor is agricultural. As the corridor travels through the Villages of Centuria, Milltown, Luck, and Frederic the adjacent land use is mixed with industrial commercial, and residential land use.

7. Historical/Archeological Features

There ^{are} ~~are~~ no known historical or archeological sites or features within the railroad right-of-way in Polk County. The Depot in Frederic may be refurbished and turned into a museum however, the depot in St. Croix Falls, is in very poor condition.

C. MANAGEMENT PROBLEMS

1. Unauthorized use of the property will be the primary management problem until the trail is ready to be opened to the public. Posting of temporary signs and news releases should help control the problem. A response to citizen complaints will also be necessary.
2. Existing crossings should not be a problem, however the development of new crossings will have to be handled on an individual basis. Unauthorized crossings will need to be guarded against.
3. Fencing will be used to separate adjoining lands used and occupied for farming or grazing purposes. Chapter 90 of the State Statutes regulates fencing requirements. In the event of trespass problems in other areas a fencing agreement may be developed with landowners utilizing a form similar to one used by the WDNR. (See Appendix).
4. Control of non-allowable uses will be a law enforcement problem. Patrol will be necessary by a combination of Parks and Sheriffs Department personnel.
5. Vandalism to signs, bridges, and the trail surface will be an ongoing problem. The trail will need regular inspection to correct problems. As more people use the trail it is expected this problem will be lessened.
6. The prohibition of hunting and trapping on the trail will need to be monitored closely and possibly posted at intersections each season. Violations will require a law enforcement response.
7. Trespass on adjoining property may require the use of various control options including plantings, fencing, gates, signing, etc., in addition to law enforcement.

D. RECREATION NEEDS AND JUSTIFICATION

Wisconsin's 1986-91 Statewide comprehensive Outdoor Recreation Plan (SCORP) needs assessment section sets priority ratings on various outdoor recreation activities to serve as an indicator of needs. In the WDNR Cumberland area which includes Polk and Burnett Counties, the following is a ranking of trail activities according to need:

TABLE 2: OUTDOOR RECREATION NEEDS

PRIORITY	ACTIVITY
High	Bicycling, cross-country skiing, walking, and jogging.
Medium	Off road vehicles (ORV) - other
LOW	Horseback riding and snowmobiling, hiking and backpacking, (OVR)-cycles

The Polk County Outdoor Recreation Plan (1989-93), Section 3: Outdoor Recreation Needs Assessment utilizes the same ranking system as the SCORP. The potential users by population and activity are included in TABLES 3, 4, 5.

Section 4 of the Polk County Outdoor Recreation Plan Calls for the development of the abandoned grade for bicycle use. General recommendations are also made relative to the provision of opportunities for hiking and nature walking, horseback riding, cross-country skiing, snowmobile trails, and ATV's.

TABLE 3

POTENTIAL OUTDOOR RECREATION POPULATION

SEASON	1989	1990	1995
Spring (7.2%)	37,917	40,687	43,214
Summer (25.8%)	44,496	47,747	50,712
Fall (7.3%)	37,953	40,725	43,254
Winter (1.9%)	36,043	38,676	41,077

NOTE: Population data based on Department of Administration estimates (1989-35,371) and projections (1990-37,955 and 1995-40,312)

Source: Wisconsin Dept. of Administration Demographic Service Center
SCORP-II, Potential Outdoor Recreation Population: By Area,
September, 1985

TABLE 4

OUTDOOR RECREATION PARTICIPATION RATES
AS A PERCENT OF POPULATION

Bicycling	18	Organized Sports	9
Camping	14	ORV: Cycles	4
Canoeing	4	ORV: Other	3
Cross-Country Skiing	10	Picnicking	14
Downhill Skiing	5	Playground Activities	38
Fishing	24	Sailing	4
Golfing	10	Snowmobiling	8
Hiking/Backpacking	11	Swimming: Beach	24
Horseback Riding	2	Swimming: Pool	12
Ice Fishing	4	Tennis	10
Ice Skating/Hockey	13	Walking/Jogging	31
Motorboating/Waterskiing	17		

Using the participation rates above, and the potential outdoor recreation population found in Table 17, the county can estimate the following participation by the populace by activity (see Table 19.)

TABLE 5-

POTENTIAL OUTDOOR RECREATION PARTICIPATION/POPULATION

ACTIVITY	SEASON	POTENTIAL POPULATION		
		1989	1990	1995
Bicycling	Summer	8,009	8,594	9,128
	Fall	6,831	7,330	7,785
Camping	Summer	6,229	6,684	7,099
	Fall	5,313	5,701	6,055
Canoeing	Summer	1,779	1,909	2,028
	Fall	1,518	1,629	1,730
Cross-Country Skiing	Winter	3,604	3,767	4,107
Downhill Skiing	Winter	1,802	1,883	2,053
Fishing	Summer	10,679	11,459	12,170
	Fall	9,108	9,774	10,380
Golfing	Summer	4,449	4,774	5,071
	Fall	3,795	4,072	4,325
Hiking/Backpacking	Summer	4,894	5,252	5,578
	Fall	4,174	4,479	4,757
Horseback Riding	Summer	889	954	1,014
	Fall	759	814	865
Ice Fishing	Winter	1,441	1,507	1,643
Ice Skating	Winter	4,685	4,897	5,340
Motorboating/Waterskiing	Summer	7,564	8,116	8,621
Organized Sports	Spring	3,412	3,661	3,889
	Summer	4,004	4,297	4,564
	Fall	3,415	3,665	3,892
	Winter	3,243	3,390	3,696
ORV: Cycles	Spring	1,516	1,627	1,728
	Summer	1,779	1,909	2,028
	Fall	1,518	1,629	1,730
ORV: Other	Spring	1,137	1,220	1,296
	Summer	1,334	1,432	1,521
	Fall	1,138	1,221	1,297
	Winter	1,081	1,130	1,232
Picnicking	Spring	5,308	5,696	6,049
	Summer	6,229	6,684	7,099
	Fall	5,313	5,701	6,055
Playground Activities	Spring	14,408	15,461	16,421
	Summer	16,908	18,143	19,270
	Fall	14,422	15,475	16,436
Sailing	Summer	1,779	1,909	2,028
Snowmobiling	Winter	2,883	3,014	3,286
Swimming Beach	Summer	10,679	11,459	12,170
Swimming Pool	Summer	5,339	5,729	6,085
Tennis	Summer	4,449	4,774	5,071
	Fall	3,795	4,072	4,325
Walking/Jogging	Spring	11,754	12,612	13,396
	Summer	13,793	14,801	15,720
	Fall	11,765	12,624	13,408
	Winter	11,173	11,679	12,733

E. ANALYSIS OF ALTERNATIVES

1. MANAGEMENT

a. Designate as a state park trail.

As a state park trail, the entire trail could be managed to allow for a wide variety of recreational activity. However, hunting and trapping would be prohibited in conformance with Section 29.574 of the Wisconsin State Statutes.

b. Designate as a state recreation trail.

Under this recommended alternative the trail would be managed as a state recreational area, authorized by statute 23.091, to provide a full range of recreational and educational uses. Use zones could be established with rules adopted to control activities within the zones, as well as limit the number of people using any particular zone. This alternative is recommended, and it is also recommended that hunting and trapping be prohibited.

2. DEVELOPMENT AND ACQUISITION

a. Leave the trail in an undeveloped condition.

Although the right-of-way has been acquired, this alternative would provide for no further acquisition and no development. The WDNR would merely retain the right-of-way for future use. This alternative is not desirable since the grade was acquired for recreational purposes and funds have been earmarked for the acquisition of the property. No further acquisition or development could lead to safety, trespass, and encroachment problems, as well as degeneration of the resource.

2. DEVELOPMENT AND ACQUISITION (CON'T).

b. Limited Trail Development

By acquiring rest area and trail head lands, the Department could provide a corridor for limited recreational use. Such activities as hiking, mountain biking, horseback riding and snowmobiling in the winter could be enjoyed without trail surfacing.

A decision to provide only parking and rest areas at major access points could also be made. Railing and decking of trestles would also occur.

This alternative is not recommended since state, regional and outdoor recreation plans indicate a need for additional biking trails.

c. Full Trail Development

This recommended alternative would provide for a full compliment of trail facilities for use by bikers, hikers, snowmobilers, ATVers and possibly horses. The trail would be surfaced, the bridges railed and decked and rest areas would be provided at major access points. The use of local facilities would be utilized where offered.

In regard to allowable activities, bikers and hikers will be allowed over the entire trail. Cross-country skiing would not be allowed. Snowmobiles and ATV's would be allowed on the entire trail during the winter months.

3. CAMPGROUND DEVELOPMENT

Campsite facilities could be made available to trail users. If use and demand warrant, campground facilities could be developed to meet that demand. This could be accomplished by the County or private enterprise.

E. ANALYSIS OF ALTERNATIVES (CON'T).

4. OTHER DEVELOPMENT AND USE

Horseback riding on the same trail is not considered compatible with bicycle use on the same trail tread. Use of a divided trail or a separate tread on the entire trail or segments of the trail may be possible. Further analysis of this alternative is desirable.

Use of the trail by motorcycles, motorbikes, all terrain vehicles and four wheelers is not desirable because of (in compatibility) with the non-motorized summer uses.

PARTITION FENCING AGREEMENT, page 2

- 4. This partition fence must be certified as meeting the requirements of this contract by an authorized representative of Polk County upon completion of the fence.

- 5. It is the Landowner's responsibility to maintain this fence in a state of good repair as defined in s.90 of the Wisconsin Statutes subject to the following conditions as authorized by s.90.03 of the Wisconsin Statutes:

- 6. This agreement runs with the land and shall bind the County and the Landowner, their survivors, heirs, executives, administrators, successors, and assigns.

- 7. This agreement is subject the following additional conditions:

- 8. This agreement is to remain in effect for so long as such partitioned fence is legally required under s.90 of the Wisconsin Statutes.

IN WITNESS THEREOF, the parties have caused this agreement to be signed at _____ Wisconsin,

this _____ day of _____ 19 _____ .

POLK COUNTY

Dated

LANDOWNER

Dated

RESOLUTION NO. 11-89

RESOLUTION AUTHORIZING THE PROPER COUNTY OFFICIALS TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES REGARDING A RECREATIONAL TRAIL

WHEREAS, the Soo Line Railroad has abandoned its railroad between Dresser and a point in Douglas County, a distance of approximately 83 miles, approximately 53 of which are within Polk, Burnett and Douglas Counties and

WHEREAS, considerable interest has been expressed in a proposal to acquire this railroad right-of-way and develop it as a recreational trail, and

WHEREAS, the Wisconsin Department of Natural Resources has offered to acquire the right-of-way if Polk, Burnett and Douglas Counties develop and maintain and operate the corridor as a recreational trail. No state park funds shall be budgeted for development, operation and maintenance, however, the counties are eligible to apply for state community assistance and other match/grant funds administered by the state.

WHEREAS, it is the long term goal that the right-of-way be preserved as a multi-recreation trail and a master plan will be prepared by the counties to determine specific uses.

NOW, THEREFORE, BE IT RESOLVED by the Polk County Board of Supervisors that the proper county officials be and hereby are authorized to enter into a Memorandum of Understanding with DNR and Burnett & Douglas Counties by which DNR will acquire the railroad right-of-way and the counties will develop, maintain and operate it as a recreational trail.

Gen. Volstead

Submitted at the request of the Property Committee.

January 17, 1989
Date

APPROVED BY: *as to form:*
Kenneth Jones D.A.

COUNTY EXECUTIVE

COMMITTEE
Richard Tucker
Earl Paulson
John Barney
Ralph Muckler

CO-OPERATION COUNCIL

RESOLUTION NO. 11-89

RESOLUTION AUTHORIZING THE PROPER COUNTY OFFICIALS TO
ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE WISCONSIN
DEPARTMENT OF NATURAL RESOURCES REGARDING A RECREATIONAL TRAIL

Amended by adding the following to the end of the last paragraph "provided that the bridges are taken out by the railroad or the Department of Natural Resources."

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE STATE OF MINNESOTA,
DEPARTMENT OF NATURAL RESOURCES TO ENTER INTO A
MEMORANDUM OF UNDERSTANDING WITH THE WISCONSIN
DEPARTMENT OF NATURAL RESOURCES AND POLK, BURNETT AND DOUGLAS
COUNTIES IN WISCONSIN REGARDING A RECREATIONAL TRAIL

WHEREAS, the Soo Line Railroad has abandoned its railroad between Dresser, Wisconsin and a point in Douglas County, Wisconsin, a distance of approximately 83 miles, approximately 30 of which are within the state of Minnesota.

WHEREAS, considerable interest has been expressed in a proposal to acquire this railroad right-of-way and develop it as a recreation trail, and

WHEREAS, the Wisconsin Department of Natural Resources has offered to acquire the right-of-way if Polk, Burnett and Douglas Counties develop and maintain and operate the corridor in Wisconsin and if the State of Minnesota will acquire, develop, maintain and operate the Minnesota portion as a recreation trail.

WHEREAS, it is the long term goal that the right-of-way be preserved as a multi-recreation trail and a master plan will be prepared by the Counties and Minnesota to determine specific uses.

NOW, THEREFORE, BE IT RESOLVED by the State of Minnesota Department of Natural Resources to enter into a Memorandum of Understanding with Wisconsin DNR and Wisconsin Counties to create a Wisconsin and Minnesota interstate trail.

Date

APPROVED BY:

Date: February 27, 1989

File Ref: 8670
PR697

To: D. Weizenicker - PR/4

From: Reuel R. Rettig - EN/4 RRR

Subject: St. Croix Falls to Danbury Railroad Grade, Bridge
Inspection

On February 13, 1989, Mr. Gerald W. Dorscheid of our engineering section inspected the above mentioned bridges with Mr. James Schweiger, Park Staff Specialist at Spooner, Following are Mr. Dorscheid's observation and recommendations.

Starting at the St. Croix Falls end there is a railroad bridge over U. S. Highway "8". Apparently this bridge is due for removal to enable DOT to widen shoulders, etc. This would remove our grade-separated crossing and I would not recommend an at grade crossing due to traffic density. Either another bridge would have to be built or located another crossing such as the under-grade crossing in Interstate State Park. Perhaps the trail can be altered to utilize this crossing as the under-grade crossing is not used for vehicles in the winter time.

Working our way north the first bridge is at Maple Street in St. Croix Falls where the railroad grade is elevated over the street. This is a wood trestle, metal center span combination bridge in excellent condition. The center span is 38 feet long over the street. The total bridge length is 120 feet. Only construction required would be to add decking, railing, approach guard rails and signing.

At the north edge of the St Croix Falls, the railroad grade goes over 140th Street on a concrete arch. The railroad length on the top of the concrete is 99 feet and the arch span at street level is 24 feet and not directly in line with the street. The concrete is not in the best of condition with a lot of cracks etc. It appears to be structurally adequate for the immediate future, but I would not recommend trying to refurbish the structure expecting a long life span. I would suspect the officials responsible for the street construction would prefer to have a much wider

To: Weizenicker - 2\27\89

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underpass for safety and visibility. My suggestion would be to work with them to remove the arch and widen the street, grade railroad fill to reasonable slope and go for an at grade crossing. The street is not heavily used. If the arch remains, railings, approach guard rails, and signing are required.

Several concrete culverts and cattle passes were inspected but will not be reported as they do not require any deck or railing construction and are in reasonable condition. Several feet of railroad ballast covers these and they are inconspicuous.

Approximately one mile north of Luck the railroad goes over a town road on a bridge. Bridge is 3 spans with total length of 69 feet. Center span is 22 feet long over the town road. All spans are supported by steel I beams. Vertical support is concrete pillars with concrete bulkheads. Bridge is in reasonable condition. Only construction required to put it into service would be installation of deck, railing, approach guard rails and signing. This site would be a good candidate for bridge removal and an at grade crossing if local officials and DNR wanted to lessen bridge problems.

Just north of Frederic, Benson Road goes to the left and crosses over the railroad grade on a one lane wood bridge. Total bridge length is 111 feet with a deck width between bumper blocks of 15.5 feet. Bridge is in good condition and may not be our concern as it carries vehicle traffic above the railroad grade. An at grade crossing is not possible as the railroad is in a relatively deep cut. No construction necessary as long as bridge remains a single lane.

Just over county line in Burnett County the railroad goes over Elbow Lake Road. This is an 89 foot long bridge with 5 spans and the center span is 34 feet supported by steel I beams. The County has already taken the initiative and added railings and approach guard rails to the bridge and it is operational as a snowmobile bridge. Ties have small spaces between them and no decking and therefore do not retain snow. The tops of the ties are already showing wear from usage. My only suggestion would be to add solid decking to this bridge. Remainder of bridge is in good condition.

First bridge over Yellow River is 190 feet long supported on concrete bents and steel I beams. It is 22 feet above the water and is already in use as a snowmobile bridge. County has constructed railings and

To: Weizenicker - 2\27\89

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approach guard rails. I would recommend adding solid decking for same reason noted above. Bridge is in good condition.

Second bridge over the Yellow River is a 223 foot long structure supported on concrete bases, steel piling and steel I beams. The deck height is 55 feet above the water. The bridge is in use as a snowmobile bridge with railing but no solid deck. Solid decking is recommended. Remainder of bridge is in good condition.

The last bridge we inspected was the crossing over the St. Croix River. This is a ten span, steel I beam supported bridge with a total length of 518 feet. The deck height is 60 feet above the water. The bridge is not in use but is in good condition. I was not able to inspect base of footings in the waterway. The only construction required to put the bridge into operation would be addition of railings, solid decking, approach guard rails and signing.

We did not inspect any bridges in Douglas County. If you wish to have specific bridges inspected in Douglas County, please let me know.

RRR:GWD:gc

cc: James Schweiger - Spooner
James Treichel - PR/4

gwd\stcroixb

RECEIVED

MAR 3 1989

NORTHWEST DISTRICT
HEADQUARTERS

*Resolution of Endorsement
By The Governors of Minnesota and Wisconsin
For An Interstate Recreational Trail*

WHEREAS, the two states of Minnesota and Wisconsin, area legislators and local officials are working together to form a partnership to establish a 90 mile interstate recreational trail on a railroad right-of-way between the two states; and

WHEREAS, the two states have established themselves as national leaders in the acquisition of abandoned railroad rights-of-way; and

WHEREAS, it is recognized that a recreational trail will help promote economic development for both Minnesota and Wisconsin northern counties, promote tourism with significant economic benefits for local communities and local units of government, and provide needed recreational opportunities for citizens;

NOW, THEREFORE, be it resolved by the Governors of Minnesota and Wisconsin that they whole-heartedly support the establishment of an interstate recreational trail between the two states and commend area legislators, local officials in the counties where the trail passes and the two Departments of Natural Resources for their joint efforts of cooperation to further this innovative project.

SIGNED:

State of Minnesota
Governor Rudy Perpich

State of Wisconsin
Governor Tommy Thompson



Date

Date

8/7/89

8/7/89

MEMORANDUM OF UNDERSTANDING BETWEEN THE STATES OF

MINNESOTA
AND
WISCONSIN

The following is a Memorandum of Understanding between the states of Minnesota and Wisconsin for the creation of a trail on a discontinued railroad right-of-way in east-central Minnesota and northwest Wisconsin.

There is a railroad right-of-way running north from Dresser Junction, Wisconsin, through Polk and Burnett counties to Danbury, Wisconsin continuing across the Saint Croix River north through Pine County, Minnesota into the southeast corner of Carlton County then entering in Douglas County, Wisconsin and continuing northeast to a point near Superior, Wisconsin.

The right-of-way is no longer used for rail traffic, and is available for conversion to a trail.

PURPOSE

The purpose of this Memorandum of Understanding is for the two states to work cooperatively for the establishment of a 90-mile recreational trail and to acquire their respective sections of the right-of-way, provided a reasonable price can be negotiated.

The counties in which the Wisconsin segment of the trail is located will develop, operate and maintain their respective sections while the State of Minnesota will develop, operate and maintain a trail corridor connecting the Burnett County and Douglas County portions of the trail.

BENEFITS

Provide a recreational trail from a point near Dresser and Saint Croix Falls in Polk County, Wisconsin, through Burnett County, the State of Minnesota, and to a point in Douglas County, Wisconsin.

Provide the trail user with a recreational trail experience in geographic areas of both states.

Promote the areas' opportunities for tourism and outdoor recreation in both states.

Provide the opportunity for future trail connections to other areas in both states.

TERMS

This Agreement shall become effective upon signing of the Agreement. Each state will work to implement the project in their respective states within the next three (3) years, if funding is made available either as an agency project (Minnesota) or through cooperative arrangements with others (Wisconsin).

Each state will acquire their portion of the Saint Croix River bridge near Danbury, Wisconsin, and work cooperatively to develop and maintain it.

APPROVED

STATE OF MINNESOTA
DEPARTMENT OF NATURAL RESOURCES

STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES

Joseph N. Alexander, Commissioner

Carroll D. Besadny, Secretary

Date

Date

M830

Memorandum of Understanding By Douglas County, Burnett County, Polk County,
and State of Wisconsin Department of Natural Resources

I. Introduction:

The purpose of this Memorandum of Understanding (MOU) is to set forth the agreements and understandings which have been reached among Douglas County (DC), Burnett County (BC), Polk County (PC), and the State of Wisconsin Department of Natural Resources (WDNR) regarding the acquisition, development, and operation of approximately 60 miles of abandoned rail property in Wisconsin located between a point in Douglas County and Dresser, Wisconsin. The grade is presently owned by the Wisconsin Central Railroad Company Soo Line and Burlington-Northern Railway Company in Polk and Douglas counties and has been approved for abandonment by the Interstate Commerce Commission. Burnett county owns the right-of-way in Burnett county. A separate agreement will be negotiated with the State of Minnesota for their 30 miles of the corridor.

The WDNR is interested in preserving the grade corridor for recreational trail purposes. All parties are interested in developing, maintaining, and operating a recreational trail in the corridor provided the WDNR acquires same. All parties agree to work together to achieve their mutual goals as set forth below.

II. Description of the Property

Legal description to follow, hereinafter referred to as premises.

III. Consideration

The WDNR will acquire the right-of-way provided a reasonable price can be negotiated for the premises and the owners can convey merchantable title. The WDNR will convey a nonexclusive easement to Polk, Burnett and Douglas Counties and mutually agreed to by PC, BC and DC for One Dollar and other valuable consideration.

IV. Obligations of WDNR:

1. The WDNR will purchase, or enter into long term agreement for the 60 miles of railroad corridor within Wisconsin from a point in Douglas County to Dresser, Wisconsin.
WDNR as provided in Paragraph III agrees to purchase reasonable land acreage adjacent to the right-of-way for rest areas if recommended in the master plan and will convey these parcels to the counties for development and operation as part of the acquisition. In the case of BC, purchase by WDNR will amount to 50 feet of width through the villages of Siren, Webster and Danbury. WDNR will also acquire three, one-acre rest areas within said villages.
2. WDNR will attempt to purchase all rights, title and interest in and to the parcels for the purpose of providing a continuous corridor.
3. The WDNR will convey by easement to BC, PC and DC the right to develop, maintain, operate and replace with WDNR approval a recreation trail on lands within their respective counties. WDNR

will convey all other present and future underground easement rights to BC that are compatible with the trail.

4. Upon destruction or damage the Department has the right to replace said section.
5. The WDNR agrees to comply with the environmental impact process for the purchase of the property pursuant to s. 1.11, Stats., and Chapter NR150, Wis. Adm. Code.
6. WDNR agrees that any advertising or display material relating to the trail shall clearly identify the property is owned by the WDNR and under the management and control of PC, BC and DC.
7. A one mile section of right-of-way at BC's airport is excluded from this MOU. This section will be replaced with a like section through relocation by BC *AS IN THE VILLAGES*.
8. A segment of the right-of-way in Webster that is being tested for contamination is excluded from this agreement.
9. BC retains right of first refusal if WDNR decides to convey any or all the property within said county.

V. Obligations of Douglas (DC) County, Burnett (BC) County, Polk (PC) County

1. PC, BC, and DC shall develop, maintain, operate repair and replace a recreation trail within their respective counties.
2. PC, BC, and DC shall enter into an easement or agreement in perpetuity with the DNR to accomplish the purposes contained herein.
3. PC, BC, and DC shall complete the environmental impact assessment for development, maintenance, and operation of the trail.
4. PC, BC, and DC shall write a master plan for the project to be completed prior to any trail development (according to WDNR format). The master plan will determine the trail uses and management.
5. PC, BC, and DC shall conduct public meetings to determine uses, development and operation as part of the master plan process. BC has conducted public meetings prior to their acquisition.
6. PC, BC, and DC agree the trail will be open for public use within their respective counties within 5 years of completion of WDNR's acquisition that would allow the trail to be built and used. If the trail is not open by this date or ever ceases to be used for trail purposes for two years then all rights revert to and re-vest in the WDNR without necessity of reentry. WDNR is not obligated to continue to manage the recreational trail and may sell the right-of-way.
7. Upon reversion the WDNR will assume compliance responsibility for the land and water conservation fund assisted areas. A payment equal to any land and water conservation grant awarded through the community assistance program for development shall be paid to the WDNR by the defaulting county(s).
8. A payment equal to any other grant amount awarded through the community assistance program for development shall be paid to WDNR by the defaulting county(s).
9. PC, BC and DC agree to indemnify and save harmless WDNR, its officers, employees, and agents and to assume all responsibility and liability for death of, or injury to any persons, including but not limited to, officers, employees, agents, patrons, invitees

or licensees of the parties hereto and for loss, damage or injury to any property, including but not limited to, that belonging to WDNR, together with all liability for any expenses, attorney's fees and costs incurred or sustained by the WDNR, arising from or growing out of, or in any manner or degree directly or indirectly caused by, attributable to, or resulting from the grant or exercise of the MOU and the easement or the construction, maintenance, repair, renewal, alteration, change, relocation, existence, presence, use, operation or removal of the recreational trail, unless caused by the negligence of DNR, its officers or employees.

PC, BC and DC shall release and indemnify and save harmless WDNR, its officers, employees and agents, for any damage to the property of PC, BC and DC, their employees, agents, contractors or subcontractors, arising from or growing out of, or in any manner or degree directly or indirectly caused by, attributable to, or resulting from the grant or exercise of the MOU and the easement or the construction, maintenance, repair, renewal, alteration, change, relocation, existence, presence, use, operation or removal of any structure incident thereto or from any activity conducted by or on behalf of PC, BC and DC or WDNR on or in the vicinity of the recreational trail unless caused by the negligence of WDNR, its officers, employees or agents.

10. PC, BC, and DC agree that any advertising or display material relating to the trail shall clearly identify the property is owned by the WDNR and under the management and control of the PC, BC, and DC.
11. PC, BC, and DC in connection with this MOU shall open the facilities to the general public subject to reasonable rules and regulations, fees, and charges as the PC, BC and DC deem necessary for the management and operation of the premises.
 - a. Rules and Regulations. The parties agree that the provisions of Section NR 45.04(1)(a) Wisconsin Administrative Code, remain applicable to the Premises. Daily routine enforcement remains the responsibility of PC, BC, and DC.
 - b. Admission fees, if any, charged by PC, BC, and DC shall not exceed those established in s. 27.01(7), Stats. PC, BC, and DC will discuss the fees to be charged with the WDNR at an annual meeting held prior to May 1 each year and the fees shall be subject to written approval by the WDNR. PC, BC, and DC shall retain all fees collected as payment for its services under this MOU. If admission fees are charged, the conservation patron licensee and senior citizen card issued by the WDNR shall be honored without additional admission charges.
12. Trail development will conform with WDNR state trail standards.

VI. General

1. This MOU is subject to all applicable laws and regulations and to the approval of the WDNR.

2. The WDNR retain the right to withdraw from this transaction if it determines that merchantable title cannot be conveyed to the WDNR or a reasonable price cannot be negotiated for the premises.
3. This MOU may be revised by mutual written agreement of the WDNR and PC, BC, or DC.
4. This MOU acknowledges that the Department may convey other easements in and to above described property consistent with the rights granted herein.
5. The 6.5 mile section of the Burlington-Northern ROW in Douglas County if purchased by WDNR will be incorporated into this MOU for the purposes of continuity consistent with management and operation of this right-of-way.
6. It is the intent that 30 miles within the State of Minnesota, part of this same corridor, be included in this trail concept.

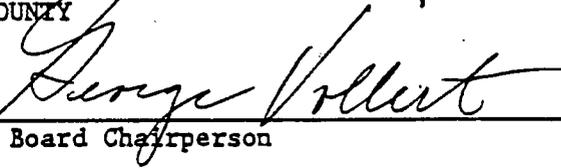
IN WITNESS WHEREOF, WDNR, PC, BC, DC have caused this memorandum to be executed in their respective names by their respective duly authorized representatives on the date shown below.

STATE OF WISCONSIN DEPARTMENT OF NATURAL RESOURCES



 Carroll D. Besada, Secretary

POLK COUNTY



 County Board Chairperson

BURNETT COUNTY

 County Board Chairperson

DOUGLAS COUNTY

 County Board Chairperson

Dated July 31, 1989

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