

GANDY DANCER TRAIL

MASTER PLAN
CONCEPT ELEMENT

BURNETT COUNTY SEGMENT

GANDY DANCER TRAIL

MASTER PLAN

BURNETT COUNTY

Prepared by:

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under the direction of the

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INTRODUCTION

This Master Plan Concept Element represents Burnett County's portion of the total Master Plan for the Gandy Dancer Trail resulting from the purchase of the abandoned Wisconsin Central Ltd. and SOO Line railroad running from Dresser to Superior. This rail segment crosses into Minnesota for about 40 miles of the total 96 miles being acquired. Map 1 shows the regional location of this trail.

This dual state trail will be developed as a result of a cooperative agreement between the states of Minnesota and Wisconsin (see Appendix A). Under memorandums of understanding (MOUs) signed by the Wisconsin Department of Natural Resources and the three counties of Polk, Burnett and Douglas (see Appendix B) the DNR will be responsible for the purchase of the railroad right-of-way and any additional land for necessary facilities such as parking.

The three counties will be responsible for the development, maintenance and operation of the trail under their respective jurisdiction. Map 2 shows the location of the trail in Burnett County.

A 1986 study of area visitors to northwest Wisconsin by the University of Wisconsin Recreation Resource Center and the Burnett County Extension Office focused on the profiles of visitors in northwest Wisconsin.

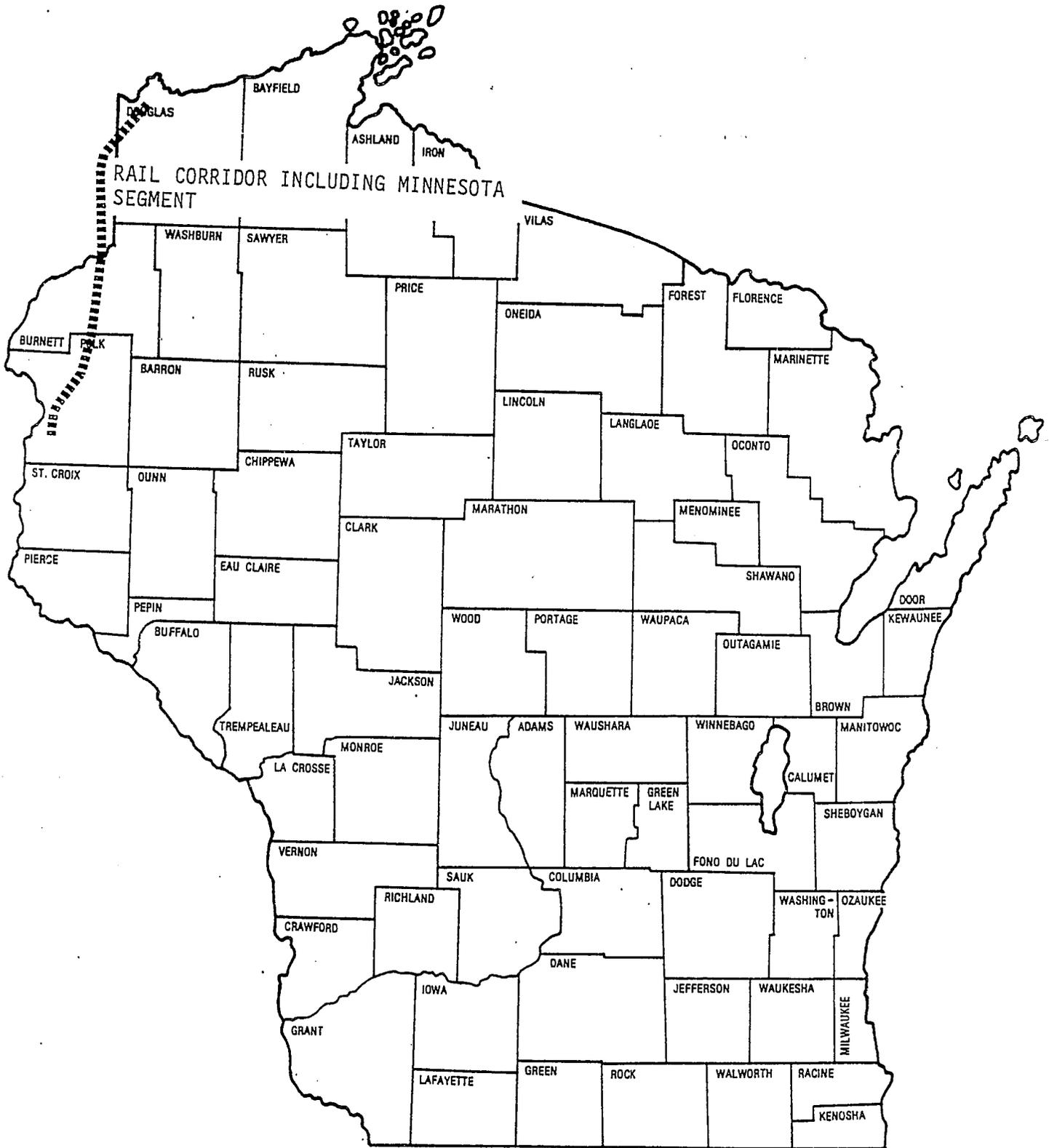
A portion of the study asked participants what prompted them to come to northwest Wisconsin. More than one third (37.2%) came for holiday/vacation; 18.6% came to visit relatives/friends; 12.2% for outdoor recreation; 9.5% came for site seeing and 6.3% for rest and relaxation.

41.4% of all visitors were from the Minneapolis-St. Paul ACI; 24% came from Wisconsin, and 16% were from Illinois.

Average-stay expenditures per person was \$86.35. (See Appendix D)

Burnett County must consider the recreational needs of the future. Included in that decision making process should be consideration for the 5,000 non-resident property owners and the 20,000 vacationers who visit Burnett County annually.

MAP #1



SECTION I - ACTIONS

A. GOALS AND OBJECTIVES

Goal

To provide a 23 mile long recreational trail, that will link Polk County's 26 mile segment to the segment in Minnesota across the St. Croix River, north of Danbury; that will provide for year around use, safe two-way traffic, accessible to all users regardless of impairment, for hiking, bicycling, snowmobiling, cross-country skiing and all-terrain (ATV) riding; and to preserve the trail corridor for present and future generations.

Burnett County must consider the recreational needs of the future. Included in that decision making process should be consideration for the 5,000 non-resident property owners and the 20,000 vacationers who visit Burnett County.

Objectives

1. Provide a trail with surfacing and other appropriate improvements, along with the necessary maintenance, that will accommodate bicyclists.
2. Provide spring, summer and fall trail use opportunities to hikers, joggers, bird watchers, small game hunting during the regular season and photographers.
3. Provide a trail and the necessary maintenance to accommodate snowmobilers and cross-country skiers each winter season.
4. Provide a trail and the necessary maintenance to accommodate operators of all-terrain (ATV) vehicles during the winter season.
5. Provide access to the trail to the physically impaired through proper design, construction, and maintenance.
6. Incorporate the 23 mile recreational trail into the Burnett County Outdoor Recreational Plan (BCORP).

Additional Benefits

1. Continued preservation of the non-developed right-of-way trail in grass, brush, and trees will benefit wildlife by providing food and cover.
2. Provides common linkage to current and potential recreational trails in the area.
3. Provide economic stimuli to villages located on the trail to the hospitality, recreational and travel business sector of the economy.
4. Provide safe, alternative sources of commuting for some residents.
5. Provide economic development to the area with potential for fiber optic cables, natural gas line, water/sewer extension, etc.

B. RECOMMENDED DEVELOPMENT AND MANAGEMENT PROGRAM

1. Land Acquisition

Under the terms of the MOU, the DNR purchased from Burnett County, all that right-of-way which is described as rural; a fifty foot wide strip running the length of the three communities of Siren, Webster and Danbury from the Yellow River north to the Minnesota state line; and a one acre parcel of land in the three communities for park purposes (see Appendix C for property descriptions).

2. Easements and Leases

All past and present underground easements on the 23 mile stretch are to be retained by Burnett County. Any future leases and easements compatible to the trail will be issued and retained by Burnett County.

3. Development

According to the terms of the MOU the development of the recreational trail is the responsibility of Polk, Burnett and Douglas counties. The DNR has granted an easement to the counties for the development, maintenance and operation of the full length of the trail. Under the terms of the MOU, the counties must open the trail for public use within five (5) years of the acquisition of the right-of-way by the DNR.

Burnett County is in a unique situation in that it has purchased the railroad right-of-way directly from Wisconsin Central Ltd. and has opened and operated the trail since December 1988.

Development of the trail in Burnett County will occur under the direction and supervision of the County Parks, Recreation and Tourism (PRT) Committee.

A. Phase I

Development of the trail for snowmobile use in 1988 has included the posting of signs on the trail and at road crossings, the removal of some of the intrusive brush along the trail and grading of the crown in certain areas.

Areas in the three communities of Siren, Webster and Danbury were identified as snowmobile parking sites and snow was removed to provide off-street vehicle parking.

B. Phase II

The decking and railings on the four (4) bridges will be rebuilt conforming to DNR guidelines.

Work will begin to surface the trail for bicycle use. A trail will be located on the existing rail ballast for hiking and biking. Long range plans call for a surface that is durable yet universal for all recreational usages and that is financially possible.

All trail signs will be uniform in size, color, etc. within the entire trail system. The trail will have in place all necessary signs with information, directions, rules and regulations.

It is understood that all developed facilities will be fully accessible to all trail users, including those with disabilities.

The three one acre sites in the communities of Siren, Webster and Danbury will be identified and developed for rest/stop purposes.

C. Phase III

Additional development of the trail facilities could include picnic and camping areas along the trail right-of-way, drinking water facilities, sales and concession areas, equipment rentals, etc. These service businesses could be either private or public owned and operated.

The trail runs along several lakes in Burnett County with the right-of-way extending to these lake shores. The trail has potential use as lake access for swimming and fishing, water recreation sports and fishing access for the disabled. Lake access and visitor facilities will be developed according to the Burnett County Outdoor Recreation Plan.

4. Management

The trail will be designated as a multi-purpose recreational trail and will be managed by the counties according to state standards. While each county will manage its own trail segment independent of the others, an umbrella organization, comprised of the counties and the Minnesota and Wisconsin DNRs, will serve as an advisory organization for the purpose of better cooperation, communication, and coordination of trail activities.

A. Facility Management

Winter maintenance of the trail will involve sign replacement and trail grooming, which could be done under contract by snowmobile clubs.

Periodic maintenance will include brush clearing, grading and rolling/packing of trail surface after rains when necessary.

Labor for trail maintenance will be the responsibility of Burnett County and will be provided by the county and volunteers and supplemented through the Wisconsin Conservation Corps, etc. The creation of a non-profit organization to assist in obtaining additional donations for trail development in the form of funding, materials and labor is envisioned.

B. Vegetative Management

Vegetative growth will be maintained to improve the aesthetics of the trail; to enhance the wildlife habitat along the trail right-of-way; and to serve as wind- and snowbreaks thus facilitating the maintenance of the trail for recreational uses.

C. Wildlife Management

Wild berries and other wildlife food sources and natural nesting places will be maintained in their present condition.

Nesting boxes for bluebirds, wood ducks, kestrels and other species may be built and provided by local organizations and placed in suitable habitat along the trail.

*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

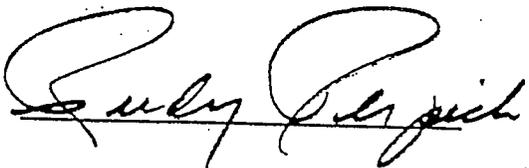
WHEREAS, the two states have established themselves as national leaders in the acquisition of abandoned railroad rights-of-way; and

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:

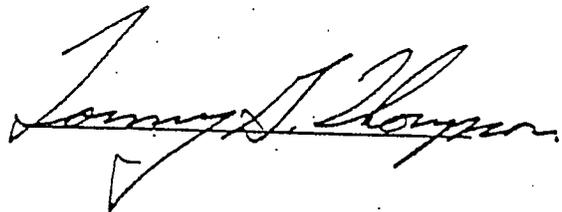
State of Minnesota
Governor Rudy Perpich



Date

8/7/89

State of Wisconsin
Governor Tommy Thompson



Date

8/7/89

APPENDIX B

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 the 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 as 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-foot strip through the village of Siren and the town of Swiss (from the Yellow River to the St. Croix River) along with one (1) acre parcel for rest areas in the village of Siren and the town of Swiss. In the case of the village of Webster, a temporary access easement will be granted by the county for a 50-foot strip through the village for trail purposes, with a one (1) acre parcel for a rest area. The exact location, legal description, and title of the temporary access easement will be transferred to the state at a later date.

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 recreational trail on lands within their respective counties.

BC will retain all present and future underground easements 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, just as in the villages. Until relocation is completed, a temporary access easement will be granted by BC for a 50-foot strip through this section for trail purposes, with the exact location, legal description, and title to be transferred to the state at a later date.
8. That segment of the abandoned S00 Line now owned by BC through the village of Webster is excluded from this agreement, except as provided in IV. 1.
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 WDNR 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 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 that 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.

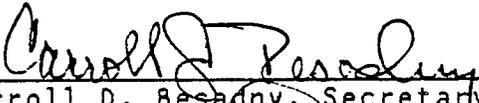
VI. General:

1. This MOU is subject to all applicable laws and regulations and to the approval of the WDNR.
2. The WDNR retains 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 the 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. Besadny, Secretary

POLK COUNTY

County Board Chairperson

BURNETT COUNTY

 2-11-90

County Board Chairperson

DOUGLAS COUNTY

County Board Chairperson

Dated _____

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APPENDIX C-1

DESCRIPTION FOR PARK IN SIREN (ABANDONED RAILROAD)

A parcel of land lying in Section 8, Township 38 North, Range 16 West of the Fourth Principal Meridian described as follows;

All that part of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said Section 8 which is included within two lines running parallel with and respectively 25 feet and 75 feet distant easterly measured at right angles from the center line of the main track of the railroad of the Minneapolis, St. Paul and Sault Ste. Marie Railway Company, now abandoned, which lies northerly of the north right-of-way line of State Trunk Highway 70 and southerly of the south right-of-way line of Main Street;

Containing 1 acre more or less.

APPENDIX C-2

DESCRIPTION FOR PARK IN WEBSTER (ABANDONED RAILROAD)

A parcel of land lying in Section 8, Township 39 North, Range 16 West of the Fourth Principal Meridian described as follows;

All that part of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said Section 8 which is included within two lines running parallel with and respectively 25 feet and 75 feet distant easterly measured at right angles from the center line of the main track of the railroad of the Minneapolis, St. Paul and Sault Ste. Marie Railway Company, now abandoned, which lies northerly of the north right-of-way line of Alder Street and southerly of the south right-of-way line of Main Street;

Containing 1 acre more or less.

APPENDIX C-3

DESCRIPTION OF PARK IN DANBURY (ABANDONED RAILROAD)

A parcel of land lying in Section 28, Township 41 North, Range 16 West of the Fourth Principal Meridian described as follows;

All that part of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section 28 which is included within two lines running parallel with and respectively 25 feet and 100 feet distant easterly measured at right angles from the center line of the main track of the railroad of the Minneapolis, St. Paul and Sault Ste. Marie Railway Company, now abandoned, which lies northerly of the north right-of-way line of State Trunk Highway 77;

Excepting therefrom that part of the above described parcel lying northeasterly of a line which begins at the northwest corner of said parcel and extends to a point located 85 feet southwesterly from the northeast corner and on the easterly line of said parcel and there terminating;

Containing 1 acre more or less.

SUMMARY

The data referred to in the following pages was collected from personal surveys of 901 non-resident guest parties (2,910 people) over a five week period in July and August, 1986, and covers projected totals for only those two months.

- * Over one-quarter (27%) of the guest parties surveyed stayed overnight in area lodging facilities.
- * Over one-quarter (26.6%) of the guest parties owned second homes in the area.
- * Forty-one percent of the northwest Wisconsin visitors came from Minnesota, 24% came from Wisconsin, and 16% from Illinois.
- * The average visitor to northwest Wisconsin in the summer was 290.3 miles from home.
- * The 38-county Twin Cities market furnished 41.4% of all northwest Wisconsin visitor parties.
- * Hennepin County, Minnesota, provided 14.4% of all northwest Wisconsin visitors, and 35% of the visitors from the Twin Cities ACI.
- * The 20-county Chicago market furnished 11.8% of all northwest Wisconsin visitor parties.
- * Cook County, Illinois, provided 7.2% of all northwest Wisconsin visitor parties and 61% of the visitors from the Chicago ACI.
- * The average daily expenditure per person for all northwest Wisconsin visitors was \$11.13.

- * Of guests spending a night in area lodging facilities, the average daily expenditure per person was \$22.74.
- * Of all day-trippers in the area, the average expenditure per person for that day was \$25.23.
- * About eight out of ten (81.6%) of the northwest Wisconsin summer visitors were repeat customers.
- * All of the various visitors to northwest Wisconsin in the summer of 1986 averaged a stay of 7.57 nights.
- * The longest average stay of northwest Wisconsin visitors came from those owning second homes. They stayed an average of 17.73 nights.
- * The average party size for those visiting northwest Wisconsin in the summer of 1986 was 3.23 persons.
- * The male household head dominated the decision-making process of selecting the northwest Wisconsin area for a visit.
- * More than half (54.7%) of the female household heads were in the work force. Less than one-third (27.1%) indicated they were homemakers.
- * Almost two-thirds (61.2%) of the male household heads and 82.5% of the female household heads were employed in white collar occupations.
- * Holiday/vacation was listed as the main reason for visiting by 37.2% of the guest parties, followed by visiting friends/relatives with 18.6%.

Book III

Holiday or vacation was the most cited overall with 37.2%, followed by visit friends or relatives with 18.6% and outdoor recreation with 12.2%. As one might expect, visiting friends and relatives was rated highest by those parties staying with friends and relatives, and outdoor recreation was rated highest by those parties staying in area campgrounds.

TABLE 9 - MAIN REASON FOR VISIT

<u>Reason</u>	<u>TOTAL</u>	<u>LODGE</u>	<u>CAMP</u>	<u>FRIEND</u>	<u>2ND HOME</u>	<u>DAY TRIP</u>	<u>STOP OVER</u>
Holiday/vacation	37.2%	39	36	17	55	11	54
Friends/relatives	18.6	7	4	62	6	19	9
Outdoor recreation	12.2	16	28	5	15	4	1
Sightsee	9.5	13	16	2	2	23	20
Rest/relax	6.3	10	4	5	9	1	x
Commercial	4.2	3	x	3	2	21	4
Entertainment	3.7	5	3	x	x	16	8
Cultural	.6	1	1	x	x	3	1
Combination of above	7.9	8	9	7	11	3	1
TOTAL (N = 864)	100.0%	100	100	100	100	100	100

Information on main reason for visit was also broken down by ACI and is recorded in Table 10. The holiday/vacation category was the number one reason for visiting in every ACI except LaCrosse-Eau Claire, where visiting friends and relatives was the major reason.

TABLE 5 - TRAVEL STATUS OF TOP TEN ACI'S

<u>ACI</u>	<u>(% to Total)</u>	<u>TOTAL</u>	<u>LODGE</u>	<u>CAMP</u>	<u>FRIEND</u>	<u>2ND HOME</u>	<u>DAY TRIP</u>	<u>STOP OVER</u>
Twin Cities	(41.4%)	100.0%	17%	9%	18%	39%	9%	8%
Chicago	(11.8%)	100.0	39	6	22	27	4	3
Duluth-Superior	(6.6%)	100.0	14	5	8	19	41	14
LaCrosse-Eau Claire	(4.5%)	100.0	23	15	20	15	23	5
Milwaukee	(3.2%)	100.0	28	21	14	21	3	14
Madison	(2.6%)	100.0	35	x	35	22	x	9
Green Bay	(2.2%)	100.0	55	15	5	x	5	20
Rockford	(2.2%)	100.0	30	20	25	15	x	10
Rochester	(1.9%)	100.0	29	6	18	41	x	6
Cedar Rpd.-Waterloo	(1.9%)	100.0	76	6	x	12	x	6
All Parties		100.0%	27%	9%	20%	27%	9%	9%

As the table above indicates, proximity played a major role. The ACIs located closer to northwest Wisconsin, such as the Twin Cities, Duluth-Superior, and LaCrosse-Eau Claire generally provided a greater number of guests, with a larger percentage of these guests in the day-tripper travel status than did ACIs such as Rockford and Cedar Rapids-Waterloo that had a larger percentage of guests staying in area lodging facilities. The Milwaukee ACI displayed the highest percentage of guests in campgrounds. This type of data illustrates that it is extremely important to use specific marketing techniques in certain market areas.

In Appendix 2 through 4 we have listed data by county for six of these ten ACIs. The county and the percentage of each of the travel status categories county residents produced are shown. Hennepin County, Minnesota (Twin Cities ACI) produced 14.4% of the parties. This accounts for 35%