

**AMERY TO DRESSER STATE RECREATION
TRAIL**

POLK COUNTY, WISCONSIN

**MASTER PLAN
OCTOBER, 2004**

Polk County Property, Forestry & Recreation Committee

**William Johnson IV-Chairman
William Hughes-Vice Chairman
Larry Jepsen-Secretary
Marlin Baillargeon
Michael Larsen**

Department of Natural Resources

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Introduction and Executive Summary

This Master Plan represents the strategy of Polk County as well as various trail advocates and user groups, and the Wisconsin Department of Natural Resources (WDNR) for the development, operation, and maintenance of a 13.48 mile railroad corridor presently known as the Amery to Dresser Trail. The trail is located on a former Wisconsin Central Limited Railroad right-of-way which begins two miles east of Dresser and extends into the City of Amery, Wisconsin. Within the City of Amery, the corridor width ranges from 60 feet wide to 180 feet wide, whereas in the rural branch of the corridor, the trail width is consistently 100 feet wide. The trail consists of approximately 174 acres and generally runs in a west to east direction. Map 1 shows the regional location of the trail. Map 2 shows the location of the trail in Polk County.

The trail right-of-way was acquired from Wisconsin Central Limited in 2003 by the WDNR under the Stewardship Program. Subsequently, a Memorandum of Understanding (MOU) was signed by the Wisconsin Department of Natural Resources (WDNR) and the County of Polk (Appendix A). Under the terms of the MOU, the WDNR will grant a trail easement to Polk County as well as designate the trail as a "State Trail" under section NR 51.73, Wis. Adm. Code. The WDNR will also complete an environmental review of the property pursuant to s. 1.11, Stats., and Chapter NR 150, Wis. Adm. Code. In addition, the WDNR will work with Polk County to identify funding sources for the development and repair of the trail. Under this same MOU, Polk County will be responsible for the development, operation, repair, and maintenance of the trail.

The trail will have a dual surface to handle activities such as hiking, bicycling and horseback riding in the summer and snowmobile in the winter. ATV use to be all-season. Limited opportunities for cross-country skiing and snowshoeing may be available.

The trail will be developed in phases depending on trail usage and funding availability.

II. Goals and Objectives*

A. Goals:

- Provide and preserve a multi-use and multi-season recreation trail at least 13 miles in length stretching from Dresser to Amery. The all-season trail will have a dual surface to provide two-way traffic for ATV, bicycling, hiking and winter snowmobile use.

B. Objectives:

- To complement present economic benefits of trails existing in Polk County and provide opportunities for economic development not reflected in current trail usage.
- To provide recreational opportunities that complement present trail opportunities in Polk County and provide recreational opportunities that presently are underrepresented in the Polk County Trail system.
- To enhance opportunities for tourism in Polk County.
- To respect the wishes and investments of landowners and communities through which the trail passes.
- To provide for recreational opportunities that promotes the health and safety of the community.
- To preserve the rural character and environmental integrity of the trail.
- To anticipate the urbanization of the area through which the trail passes and provide for possible future use of the trail as an alternative transportation system between communities.
- To provide opportunities for the greatest number of projected uses of the trail consistent with the previous objectives.

*Two public hearings were held in Polk County (Appendix B) to assess the interested public's desired uses of the trail. The information gained from these public hearings, in combination with information and input from other sources, formed the basis for the proposed recreational trail use.

III. Proposed Management and Land Development

A. Land Acquisition and Ownership

- The Wisconsin Department of Natural Resources (WDNR) acquired the rail grade right-of-way from the Wisconsin Central Limited by means of Stewardship funds. The WDNR has paid all costs to acquire the property and will maintain ownership of the entire right-of-way. Under the terms of the MOA, the WDNR will convey a non-exclusive easement to Polk County and other valuable consideration. The WDNR will not issue other easements that will adversely affect the use of the property for the intended trail purposes.
- Additional property may be acquired to support trail functions and unique ecosystems.

B. Uses of the Trail Corridor

Because the Amery to Dresser Trail is a multi-use, multi-season trail that provides recreational trail opportunities to as many different interests as possible, it has been determined that a continuous separate trail tread or dual trail be developed. Following is a discussion of the encouraged primary and secondary uses, allowed uses and the prohibited uses of the Amery to Dresser Trail.

1. Encouraged Primary Uses

- **ATV Use:** All-season. Utilizing a trail tread other than the bicycling/hiking trail tread.
- **Bicycling:** snow-free periods. Utilizing portions of the trail corridor other than the snowmobile/ATV trail tread.
- **Hiking:** Snow-free periods. Utilizing portions of the trail corridor other than the snowmobile/ATV trail tread.
- **Horseback Riding:** Utilizing a trail tread other than the bicycling/hiking trail tread.
- **Snowmobiling:** Snow-cover periods. Restricted to published trail use periods. Only groomed areas may be traveled.

2. Encouraged Secondary Uses

- **Cross-Country Skiing and Snowshoeing:** Utilizing portions of the trail corridor other than the snowmobile/ATV trail tread.
- **Jogging**
- **Study of natural and cultural features.**
- **Wildlife and bird watching**

3. Allowed Uses

- Pets: With restrictions including leashes, feces disposal and closed areas.
- Public Road Crossings: WDNR rules will govern this, and as landowner, WDNR will be the primary contact.
- Private Residential Crossings: WDNR rules will govern this, and as landowner, WDNR will be the primary contact.
- Private Farm and Recreation Crossings: WDNR rules will govern this, and as landowner, WDNR will be the primary contact.
- Other crossings: WDNR rules will govern this, and as landowner, WDNR will be the primary contact.
- Utilities: WDNR rules will govern this, and as landowner, WDNR will be the primary contact.

4. Prohibited Uses

- Motorized Vehicles: Other than snowmobiles operating as permitted during snow-cover periods, only administrative and maintenance vehicles, small electric carts used by disabled individuals during snow-free periods and vehicles on designated roadways and parking areas may operate within the trail corridor.
- Hunting and trapping.
- Camping: Within the trail corridor except in designated campsites.
- Private occupancy.
- Conducting Business, Promotions or Advertising: Within the trail corridor without the express consent of the Polk County Property, Forestry & Recreation Committee and the WDNR.

C. Development Program

The MOU specifies that the development of the trail is the responsibility of Polk County. The WDNR will grant an easement to Polk County for the development, maintenance and operation of the trail. It is understood that the WDNR will assist Polk County financially with trail development through available grant/ aid programs.

Under the terms of the MOU, Polk County will establish a recreational trail on the corridor within a period of five years from the WNDR date of property acquisition. Development of the trail will be managed by the Buildings, Solid Waste and Parks Department. The planned development will be phased to allow for orderly and financially affordable development.

In September 2002, Polk County contracted with Ayres Associates to conduct a Phase I Environmental Site Assessment (ESA) of the railroad corridor (Appendix C). Further inspection of trail infrastructure, cost of improvements and

a recommended phased-in development plan will be completed pending Polk County and WDNR agreements. It is estimated that local agreements can be finalized by November, 2004, when an addendum will be included with this report.

1. Initial Development
(To be determined after engineering analysis)
2. Long Term Development
(To be determined after engineering analysis)
3. Development Schedule

The initial development phase of the trail should be completed in 2005. Basic improvements and safety considerations should be in place so that the entire trail is open for use in early fall of 2005. Subsequent long-term development activities will occur as demand, opportunity and funding allow.

4. Development Standards

In accordance with the MOA, the trail will be developed in compliance with the WDNR Design Standards Handbook, Chapter 30 – Trails. WDNR “Bridge Guidelines for New and Replacement Structures – Snowmobile and All-Terrain Vehicle” (Publ-CA-005 89), WDNR “Snowmobile Trail Signing Handbook” (Publ-AA-023), and AASHTO “Guide for the Development of Bicycle Facilities” will also be followed. All structures placed in the WDNR Right-Of-Way will need prior WDNR approval.

Associated facilities, if any, will be designed and constructed in compliance with state and local building codes and the American’s With Disabilities Act.

D. Operation & Maintenance Program

Polk County will have the primary responsibility for the operation and maintenance of the trail in Polk County. The Buildings, Solid Waste and Park Department under the direction of the Property, Forestry & Recreation Committee will act as the primary agent of the County. It is the intent of Polk County to encourage the development of a “Friends” of the trail group to assist in planning and accomplishing the operation and maintenance of the trail.

Trail Operation

The daily operation of the trail will be directed by Chapters NR 45 (State Parks and State Forests), NR 50 (Administration of Outdoor Recreation Program Grants and State Aids), and NR 65 (All-Terrain Vehicles) of the Wis. Admin. Code. These codes will be supplemented by Polk County ordinances and park

directives. Daily operation is directed and performed by the Polk County Buildings, Solid Waste and Park Department and its contractors and cooperators. Daily routine enforcement is the responsibility of Polk County.

User fees will not exceed those established in s. 27.01, Stats., and will be subject to written approval by the WDNR. The standard state trail bicycle fees will be charged and State bicycle trail passes will be honored. Prior to selling trail passes on the trail or in neighboring businesses, a State Trail Pass Agreement will need to be signed with the WDNR.

User information will include maps, brochures and signing that will provide facility, service, safety and emergency information, rules, regulations and advice on a seasonal basis.

Trail Maintenance

Trail maintenance is directed and performed by the Polk County Buildings, Solid Waste and Park Department and its contractors and cooperators. Primary cooperators are the Polk County Snowmobile Clubs who oversee trail maintenance and grooming for snowmobile use.

E. Interpretation

In Polk County the trail offers many opportunities to make trail users more aware of the landscape they are traveling through. Opportunities exist to provide interpretive information on the geology, the numerous ecosystems, the native wildlife, and the cultural history of the area. Interpretation is a long-term objective that can be accomplished jointly by Polk County and local interest groups.

F. Wildlife Management

The trail passes through many ecosystems and will provide many opportunities to observe wildlife. Due to the limited land base, many wildlife management opportunities are precluded. Polk County will cooperate with the WDNR and other groups interested in wildlife management in making the trail corridor available to wildlife management within the overall objectives of the master plan.

G. Timber and Vegetative Management

The vegetation adjacent to the trail is representative of the great natural diversity that occurs in Northwestern Wisconsin. Most species are native or are considered to be naturalized thus requiring little vegetative management. Some management will be practiced to promote aesthetics, enhance wildlife, and protect trail users and facilities.

H. Management Problems

A number of management problems have been identified that will need to be dealt with as they occur.

- Control of non-allowed uses will be achieved through a combination of public information, using Park and Sheriff's Department personnel, and peer pressure as use of the trail increases.
- Vandalism to signs, bridges and the trail surface will be addressed through regular inspections, rapid repair, enforcement, and peer pressure as the use of the trail increases.
- Trail crossings will require much attention. All existing crossing agreements will require review and modification to reflect the present and future uses. Requests for new crossings will be handled on an individual basis in accord with the WDNR "Department Design Standards Handbook". Routine inspection will insure compliance to crossing agreements and will ensure control of unauthorized crossings.
- Trespass, both to and from the trail corridor may require the use of various control options including planting, fencing, signing, surveying and law enforcement.
- Invasive species management

I. Recreation Needs and Justification

Wisconsin's 2000-2005 Statewide Compliance Outdoor Recreation Plan (SCORP) identifies participation rates of various outdoor recreation activities in each of the WDNR's management districts. Polk County is in the Northern Region which also includes: Ashland, Barron, Bayfield, Burnett, Douglas, Florence, Forest, Iron, Langlade, Lincoln, Oneida, Price, Rusk, Sawyer, Taylor, Vilas and Washburn counties. Following is the participation rates among Northern Region residents of the major trail related outdoor recreation activities.

Recreational Activity	Proportion of Adult Recreation Participation-Northern Region
Walking	83.2
Bicycling	37.6
Hiking	49.2
Nature Study	52.3
Bird Watching	37.7
Mountain Biking	18.0
Snowmobiling	27.4
ATV Riding	21.0
Backpacking	9.4
Horseback riding	6.5

J. Analysis of Alternatives

1. Trail Development

Alternative A: Leave the right-of-way in an undeveloped condition

This alternative would leave the right-of-way in its existing condition with no bridge decking or railings, no tread improvements, no signing, and no maintenance. The right-of-way would be fairly safe for low-speed travel by motorized vehicles and on foot during snow-free periods. During periods of snow-cover, snowmobilers, ATV's, skiers and snowshoers could utilize the R.O.W. depending on snow cover. However, the unimproved bridges would pose a liability that would require removing them from public use. In time, vegetation would encroach on the rail bed and safety and trespass problems would likely develop. Use would be limited and mostly very local. Under this alternative, the region will lose out on the resulting economic and health benefits associated with having a state trail in existence.

Alternative B: Limited Trail Development

This alternative would involve grading the rail bed to a 14-foot width, decking and railing the bridges, limited signing, and water grooming. This would provide primarily for winter uses including snowmobiling and ATV use with some opportunity for Cross-country skiing and snowshoeing. During snow-free periods the trail would provide limited hiking and bicycling due to the rough trail surface. Use would concentrate on winter activities with only limited summer use primarily by local users.

Alternative C: Full Trail Development

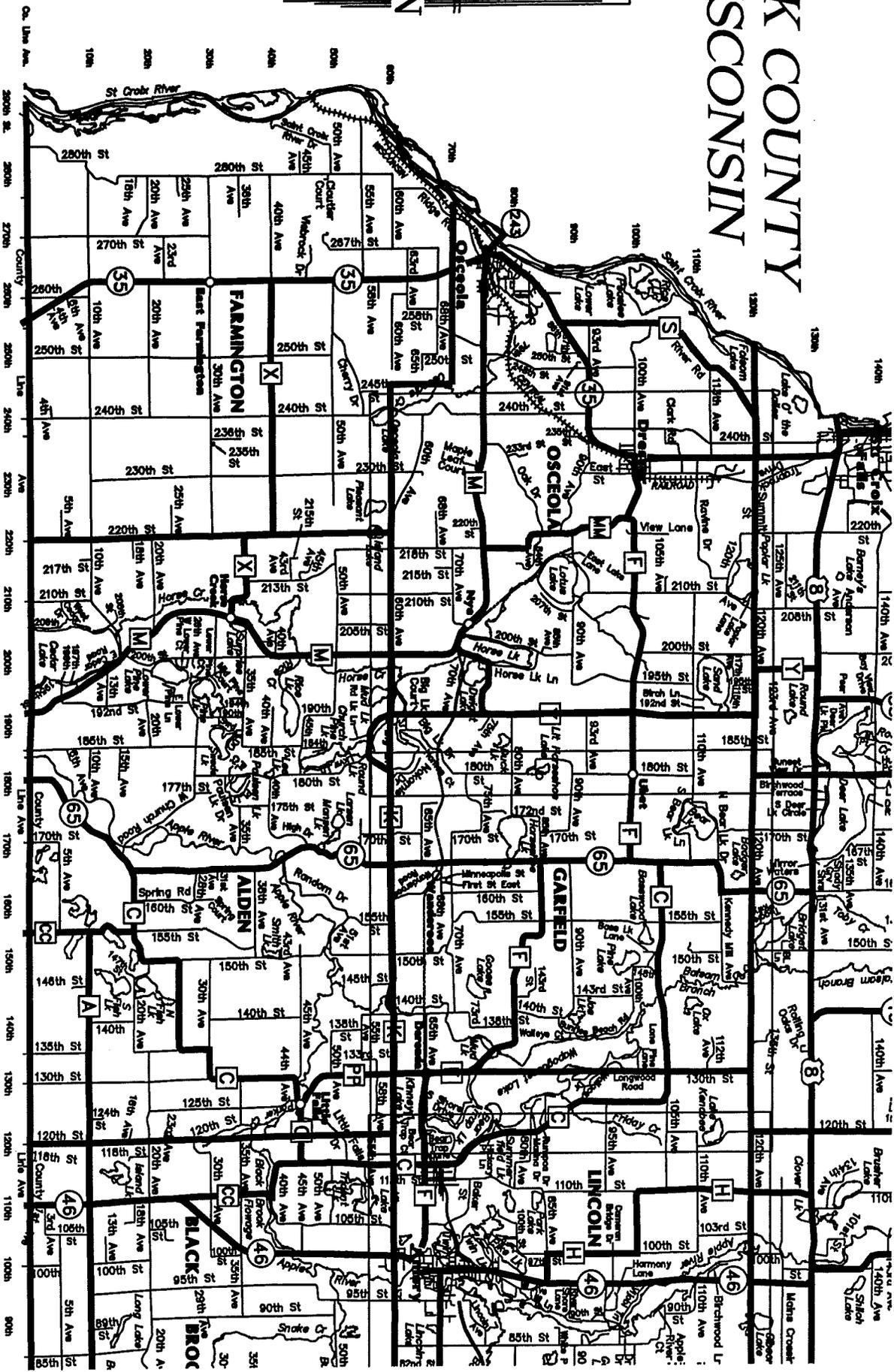
This alternative would involve developing a continuous separate trail tread or dual trail. This alternative would involve grading the rail bed to a 20-foot width, surfacing half of the trail surface with gravel for motorized/horse use and surfacing the remaining half with 4 inches of compacted limestone or 2-inches of asphalt for non-motorized use. Maintenance would cover all seasons. This would provide primary access for hiking and bicycling during snow-free periods, and snowmobiling and ATV use during snow-cover periods as well as some simultaneous usage. Limited secondary activities might include wildlife watching, X-C skiing, and snowshoeing within the R.O.W. but not on the primary trail tread. Use would be year-round and would be local, regional, and potentially state-wide.

2. Trail Support Facilities and Services Development

The potential need and demand for trail support services and facilities such as equipment rental and service, bicycle pass outlets, food, beverages, lodging, accessories, memorabilia, etc. will occur to some degree in the future. As it is quite difficult to accurately predict either the future use of the trail or the corresponding ability of the public sector to respond to it, the recommended alternative is (b) public/private cooperation. The public sector will encourage the private sector to provide for trail user needs. When necessary, the public sector will cooperate in the provisions of support facilities and services. The issue of public participation in the provision of the trail support facilities and services should be closely reviewed at least every five years and the trail Master Plan revised accordingly.

APPENDIX

POLK COUNTY WISCONSIN



**MEMORANDUM OF UNDERSTANDING
BETWEEN POLK COUNTY AND
THE 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 between Polk County, (County) and the State of Wisconsin Department of Natural Resources (Department) regarding the acquisition, development, and operation of approximately 14 miles of abandoned rail property located in Polk County known as the Cattail State Trail (trail). The property is presently owned by the Wisconsin Department of Natural Resources.

The Department is interested in preserving the corridor for recreational trail purposes. The County is interested in developing, maintaining, and operating a recreational trail on the corridor provided the Department acquires the corridor. The County and the Department agree to work together to achieve their mutual goals as set forth below.

II. Description of the Property

The property subject to this MOU is described generally in the map provided with the MOU. The trail easement shall have an exact legal description attached as Exhibit A and a map attached as Exhibit B.

At all times will the department own and have ultimate control over said property.

III. Consideration

The Department has acquired the grade from Amery to Dresser from the corridor owner. The DNR will grant Polk County a trail easement or other valuable consideration. This MOU shall be attached to the trail easement as Exhibit C. The County will develop, operate, repair, and maintain the trail as funds are available through State of Wisconsin and DNR grants available to Polk County. The Department will not acquire land through the eminent domain process.

IV. Obligations of the Department

1. The Department will grant an easement to the County for the development, operation, repair, and maintenance of a recreational trail as a component of the state trail system.
2. The Department agrees to complete the environmental review process of the property pursuant to s. 1.11, Stats., and Chapter NR 150, Wis. Adm. Code, and the Department represents that it has made reasonable inquiry and has no reason to believe that hazardous waste, noxious waste, or any other condition of the land subject to this MOU exists that would inhibit the ability of the County to possess and improve the property as

contemplated by this MOU. If, however, such prohibitive conditions are discovered, either the Department shall take all steps reasonably necessary to remove such conditions. The Department agrees that it shall be financially responsible for the clean-up of hazardous waste, noxious waste and other conditions that may arise prior to, during or after the inception of this MOU.

3. The Department will work with the County to identify funding sources for the development and repair of the trail.
4. The County will coordinate the official naming of the trail, with final approval of the name remaining with the Department of Natural Resources Board.
5. The Department will designate the trail as a "State Trail" under section NR 51.73, Wis. Adm. Code. The trail will be included in any appropriate list of state trails.
6. The Department will make its Adopt-A-Trail program available to the County. The Department has an application process for groups interested in adopting a section of trail. This program is similar to the Department of Transportation's Adopt-A-Highway program.

V. Obligations of the County

1. The County will participate in or conduct public meetings, which may be necessary for the establishment and development, management, and improvements of the trail project.
2. The County, with the assistance of the Department will coordinate and prepare a master plan, for the trail within two years of the conveyance of the easement. Specific recreational uses will be determined through the master planning process.
3. The County will accept an easement in perpetuity with the Department to accomplish the purposes contained in paragraph V. 4.
4. The County, within five years of the conveyance of the easement, will develop the trail. Thereafter, and during the term of this agreement, the County shall, maintain, repair, and operate the trail located within the County for recreational purposes, as funding becomes available through State of Wisconsin and DNR grants available to Polk County. The DNR shall retain all responsibility on the property.
5. The County shall secure and comply with all federal, state and local permits and licenses required for the construction, installation, operation, maintenance, repair, reinstallation, of the recreational trail including, without limitation, zoning, building, health, environmental permits or licenses, and shall indemnify the Department against payment of the costs therefor and against any fines or penalties that may be levied for failure to procure or to comply with such permits or licenses as well as any remedial costs to cure violations thereof. The Department agrees to cooperate with the County in securing any such permits or licenses by providing funding information and data upon request.

7. The County agrees that any signage or display material relating to the trail shall clearly identify the property is owned by the Department and under the management and control of the County. No commercial advertising shall be allowed on the property. The County may allow signs providing directional information about trail-related services. The Department reserves the right to remove non-compliant signage located on the property.
8. The County, in connection with this MOU, shall open the facilities to the general public subject to reasonable rules and regulations, fees, and charges, as outlined below for the management and operation of the trail.

A. Rules and regulations.

Pursuant to section NR 45.02, Wis. Adm. Code, the Department retains management, supervision, and control over the premises for the purpose of enforcing Chapter NR 45, Wis. Adm. Code, when needed to protect the property. Daily routine enforcement remains the responsibility of the County. The County and other local units of government may adopt Chapter NR 45, Wis. Adm. Code provisions as ordinance.

B. Admission Fees.

The County must use the Department's trail pass fee program should it charge a fee on the trail. If admission fees are charged, the State Trail Pass, both annual and daily, the conservation patron license, and senior citizen recreation card issued by the Department shall be honored without additional admission charges. The County shall agree to waive all admission fees on State Parks Open House Day, date as determined by the Department, and National Trails Day as determined by the Department of Natural Resources.

If the County uses the Department's trail pass fee program, the County may retain a commission to be used for trail operations and maintenance as provided for in s. 27.01 (8m), Stats. A separate Trail Pass Sales Agreement between the County and the Department will be executed, detailing the sales and remittance procedures. The County may use vendors to sell the pass.

In the event ss. 27.01 (8) or (8m), Stats. is modified, the above section on admission fees shall automatically reflect the modification.

9. In the exercise of its right herein, including but not limited to the operation of the eased property as a recreational trail, the County shall not discriminate against any member of the public on the basis of age, race, creed, color, handicap or other disability, sexual orientation, marital status, arrest or conviction records, ancestry, sexual orientation, or membership in the National Guard, state defense force or any other reserve successors or designees.
10. The County may enter into agreement with a Friends Group which meets the criteria in section NR 1.71, Wis. Adm. Code. In recognition of the status of this trail as a State Trail, the Department shall also be a co-signer of any Friends agreement.
11. The County may enroll volunteers in the Adopt-A-Trail program sponsored by the Department, following Department policies and procedures.

12. The County will indemnify and hold harmless the Department and its employees against all claims, damages, costs, and expenses, including reasonable attorney's fees, arising from the performance of this MOU by the County, its agents, contractors, servants, licensees, permittees, or employees. In case any action or proceeding is brought against the Department or its employees by reason of any such claim, the County, upon notice from the Department, will defend such action or proceeding.
13. With respect to any claims for clean-up of hazardous waste, various waste or other condition, the County will be liable to the State only to the extent that said condition may have been caused during the operation of this MOU by the County. The department assumes all liability for environmental clean-up that may otherwise be required.

VI. General

1. This Memorandum of Understanding is subject to all applicable laws and regulations. The establishment of this trail is subject to approval by the Natural Resources Board and Governor.
2. This Memorandum of Understanding may be revised by mutual written agreement of the Department and the County.
3. The Department must approve, and has sole discretion over, all land transactions, trail crossings, and easements for the trail corridor, but the County will be the first point of contact for inquiries from the public and/or private entities on these matters. Guidelines relating to easements for the driveways and road crossings will be provided to the County. If requests conform to the guidelines, they will be referred to the Department for executing an easement, lease, or agreement. If the requests do not conform to Department guidelines, the County will deny the request. The Department retains the right to issue other non-conflicting easements, leases, or permits but shall make every effort to not enter into agreements that would physically alter the trail or its uses. Prior to executing the same, the DNR agrees to give the County notice of such easement, lease or permit. All proceeds from these transactions shall be payable to the Department.
4. An annual meeting between the County and Department will take place to review development and acquisition progress, operational problems and maintenance standards needing attention and to exchange ideas and information for the good of the trail project.
5. This MOU shall not be construed as creating a public debt on the part of the Department in contravention of Article VIII, Wisconsin Constitution and all payments or obligations hereunder are subject to the availability of future appropriations.

VII. Termination

1. County. The County may terminate their Memorandum of Understanding or the easement from the Department by providing to Department ninety (90) days written notice of said termination. In the event the County terminates this Memorandum of Understanding or

APPENDIX B: PUBLIC PARTICIPATION

The Amery to Dresser Trail is an abandoned railroad bed running from 90th Avenue in the town of Osceola to Amery. The WDNR purchased the land and reached an agreement with Polk County for the county to operate the trail and determine its use. In March of 2004, the Property, Forest and Recreational Committee established a 13-person advisory committee to recommend trail usage.

The 13 members included town council members as well as residents from the four municipalities that the trail passes through; the towns of Osceola, Garfield, and Lincoln plus the city of Amery. In addition, there were three adjacent land owners and two members of the Polk County Board of Supervisors. The committee met on seven occasions and held two public input sessions.

One of the committee's first actions was to make all decisions by the consensus method of decision making. This action kept the committee from issuing majority and minority reports. Consensus was made on several key issues, however, particularly in terms of trail surface. The committee determined that a continuous separate trail tread or dual trail be developed. The committee also agreed that snowmobile use would be allowed in the winter as well as horse back riding be allowed on the trail. In regards to specific recreational uses of the trail, no compromise was found. Although some committee members who initially favored year-round non-motorized usage agreed to machines in the winter, no consensus was reached.

The issue of trail use will now go to the Property, Forestry and Recreation committee of Polk County. That committee will make a recommendation to the full county board which will then make the final decision on trail usage. Thereafter, the WDNR, the owner of the property, will review all recommendations to assure that environmental and state guidelines are met.

Executive Summary

Polk County, P.O. Box 623, Balsam Lake, WI 54810-0623, retained Ayres Associates to conduct a Phase I Environmental Site Assessment (ESA) of the abandoned Central Ltd. railroad corridor beginning 3 miles south of Dresser and extending to Amery, in Polk County, Wisconsin. Polk County intends to use the corridor for a recreational trail.

We prepared this Phase I ESA generally following procedures established by the American Society for Testing and Materials (ASTM). The ASTM publication that documents the ESA procedures is entitled *E1527-00 Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process*. The scope of services is in Appendix A.

Summary of Findings

Findings of this Phase I ESA are based on a site reconnaissance visit to view the subject property and adjoining properties, review of regulatory records and historical documents, and conducting interviews. The corridor was divided into seven separate sections for discussion purposes in the main report. Refer to Table 1 in the main report for a summary of findings for each of the seven sections along the railroad corridor. General findings are as follows:

- The subject property includes approximately 173.685 acres in portions of Sections 28, 29, 31, 32, 33, Township 33 North, Range 16 West; Sections 31, 32, 33, 34, 35, 36, Township 33 North, Range 17 West; and Sections 21, 25, 26, 27, 28, Township 33 North, Range 18 West, Polk County, Wisconsin.
- The subject property is currently owned by the Wisconsin Central Ltd. Railroad and is an abandoned railroad corridor constructed prior to the early 1900s. The railroad tracks have been removed from the subject property within the last 5 years. Right-of-way widths throughout the corridor are predominantly 100 feet with some variance in width from 40 feet to 200 feet in urban areas. The corridor runs generally in a west to east direction.
- Land use along the railroad corridor is primarily rural; however, the corridor runs through the unincorporated communities of Nye, Wanderoos, and Deronda, and the City of Amery.
- The railroad grade consists of an elevated railbed with a gravel surface. Rural sections of the corridor are covered with vegetation that is encroaching along both sides of the railbed.
- Topography is generally flat to gently sloping and varies approximately 90 feet in elevation from west to east. Surface water features include Lotus Lake, Round Lake, Horse Lake, Bear Trap Lake, Kinney Lake, Mud Lake, North and South Twin Lakes, Sucker Branch Creek, and the Apple River. The depth to ground water varies from near surface to about 10 feet below ground surface on the subject property.
- Lowlands, recreational lakes, farmland and farmsteads, woodlands, fallow grasses, and residences border rural areas of the subject property. The urban areas in Nye, Wanderoos, Deronda, and Amery include residential and commercial development.
- No building structures, aboveground storage tanks (ASTs), underground storage tanks (USTs), hazardous waste, soil staining, or stressed vegetation were observed on the subject property.

- Occasional piles of solid waste (refrigerators, freezers, and other materials) are scattered along the borders of the subject property. This waste appears to have been disposed by local residents and not by railroad use.
- This assessment did not reveal any sources of contamination originating on the subject property. Environmental records searches did reveal nine recognized environmental concerns (RECs) associated with properties that adjoin or are near the subject property. All of these properties pose a potential contamination threat to the subject property through migration from these off-site sources. Refer to Table 1 for a listing of these properties.

Conclusions

We performed this Phase I ESA of 13.48 miles of railroad corridor beginning 3 miles south of Dresser extending to Amery, in Polk County, Wisconsin, in general conformance with the scope and limitations of ASTM Practice E 1527-00. Any exceptions to, or deletions from, this practice are described in the "Limitations and Exceptions of Assessment" section of this report. This Phase I ESA revealed evidence of 10 recognized environmental conditions (RECs) that have the potential to affect the subject property. The following is a list of the RECs:

Nye Store LUST site	Section 1	(See Figure 7 for location)
Wanderoos Gift & Grocery LUST site	Section 4	(See Figure 7 for location)
Anderson Property ERP site	Section 7	(See Figure 7 for location)
Gorres Oil Co. Bulk Plant ERP site	Section 7	(See Figure 7 for location)
Equity Cooperative DATCP site	Section 7	(See Figure 7 for location)
Superlocker LUST site	Section 7	(See Figure 7 for location)
Amoco bulk plant site	Section 7	(See Figure 7 for location)
Railroad section house site	Section 7	(See Figure 7 for location)
City of Amery LUST site (Center Street)	Section 7	(See Figure 7 for location)

These sites are within close proximity to the subject property and are still under investigation, remediation, or environmental monitoring. They pose a potential threat to soil and ground water quality on the subject property. They should not impede the use of the property as a recreational trail; however, there is a risk that excavation or installation of a potable water supply near these sites could encounter contamination.

The discarded solid waste along the subject property is a business environmental risk that should be taken into account when purchasing this property. Other than the solid waste, no environmental concerns originating from the subject property were discovered in this assessment.

Introduction

Polk County, P.O. Box 623, Balsam Lake, WI 54810-0623, retained Ayres Associates to conduct a Phase I Environmental Site Assessment (ESA) of an approximately 13.48-mile railroad corridor beginning 3 miles south of Dresser and extending to Amery, in Polk County, Wisconsin. The Wisconsin Central Ltd. Railroad currently owns the corridor. Polk County intends to use the corridor for a recreational trail.

A book of figures (Exhibit A) supplied by Polk County is in Appendix A. The figures define the area of sale. The corridor is referred to as the subject property in this Phase I ESA report. To facilitate discussion, the corridor was divided into seven sections. The sections are as follows:

Section 1	90 th Avenue (start) to CTH Y (Nye)
Section 2	CTH Y (Nye) to Big Lake Drive
Section 3	Big Lake Drive to HWY 65 (Wanderoos)
Section 4	Hwy 65 (Wanderoos) to CTH P (Deronda)
Section 5	CTH P (Deronda) to CTH C
Section 6	CTH C to 105 th Avenue
Section 7	105 th Avenue to Apple River (finish)

Table 1 summarizes the location, length, and report figures that pertain to each section.

This Phase I ESA has generally been prepared following procedures established by the American Society for Testing and Materials (ASTM). The ASTM publication that documents the ESA procedures is entitled *E1527-00 Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process*. The scope of services is in Appendix B.

Purpose

The purpose of this Phase I ESA is to investigate the property with respect to the potential for petroleum contamination and the range of contaminants within the scope of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA). This Phase I ESA identifies recognized environmental conditions (REC). The term "recognized environmental conditions" means the presence, or likely presence, of hazardous substances or petroleum products under conditions that indicate an existing release, a past release, or a material threat of a release into the ground, ground water, or surface water of the subject property. This Phase I ESA also identifies historical recognized environmental conditions (HRECs). The term "historical recognized environmental condition" means an environmental condition that in the past would have been considered a REC; however, due to remediation or case closure, the condition is not currently considered to be a REC.

Limitations and Exceptions of Assessment

This ESA does not include a certified asbestos survey, asbestos sampling, analyzing drinking water or painted surfaces for lead content, a naturally occurring radioactive materials (NORM) survey, or any other environmental sampling or testing (e.g., soil, water, air, building materials).

Weather conditions were overcast and warm on the day of the site reconnaissance visit and did not limit observations on the subject property. The entire property was viewed by driving a 4-wheel drive ATV along the corridor.

Site Description

Site Location and Property Description

The subject property covers portions of Sections 28, 29, 31, 32, 33, Township 33 North, Range 16 West; Sections 31, 32, 33, 34, 35, 36, Township 33 North, Range 17 West; Sections 21, 25, 26, 27, 28, Township 33 North, Range 18 West, in Polk County, Wisconsin. The general property location is shown on U.S. Geological Survey quadrangle maps in Figures 1, 2, and 3.

The subject property is approximately 13.48 miles long and encompasses approximately 173.685 acres. The tracks have been removed from subject property. No buildings are currently associated with the subject property. The approximate property boundaries are shown in Figures 4 through 20.

The property right-of-way width is generally 100 feet throughout the corridor. In urban areas including Nye, Wanderoos, Deronda, and Amery, the right-of-way varies from 40 feet to 200 feet in width.

Site and Vicinity Characteristics

The entire property consists of an elevated gravel railroad grade with vegetation protruding along the length of the corridor. Vegetation included grasses, weeds, and trees.

The subject property traverses rural and urban areas in a generally west to east direction. Rural areas include occasional residences, farmsteads and farm fields, lowlands, lakes, streams, and woodlands. In urban areas, numerous residences and businesses border the property. Urban areas include Nye, Wanderoos, Deronda, and Amery. Businesses include a gas station in Nye, a bread store and storage shed in Wanderoos, Anderson Construction and Supply east of Deronda, a refurbished train depot (Bear Trap School No. 6) east of CTH C, Ferrell Gas east of 105th Avenue, and an elementary school, chiropractor, Lamperts Lumber and a closed meat packing plant and deli in Amery.

Current and Past Uses of Subject Property

The tracks have been removed from the railroad grade and local residents are currently using the property as a recreational trail. Portions of the property have been washed out or are partially overgrown by vegetation. In the past, the property was used as an active railroad track to haul freight. Before the property was a railroad, it was either undeveloped or used as farmland. The subject property does not currently have any building structures or improvements other than culverts, bridges, and utility crossings.

Current and Past Uses of Neighboring Properties

Current land uses on neighboring properties include the following:

Section 1—Farmland, lowland, fallow grasses, recreational lakes, commercial, woodland and residential

Section 2—Recreational lake, lowland, farmland, woodland, fallow grasses, and residential