

MEMORANDUM OF UNDERSTANDING

AGREEMENT NO. 2022-01

MEMORANDUM OF UNDERSTANDING

Between
TOWN OF RICHMOND
ST. CROIX COUNTY, WISCONSIN
1453 COUNTY RD. GG
NEW RICHMOND, WI 54017

And

DEPARTMENT OF THE INTERIOR
U. S. FISH AND WILDLIFE SERVICE
ST. CROIX WETLAND MANAGEMENT DISTRICT
1764 95th ST NEW RICHMOND, WI 54017

I. Authority:

This Memorandum of Understanding (MOU) is entered into between the Department of the Interior (hereinafter referred to as the Department), U. S. Fish and Wildlife Service (hereinafter referred to as the Service) St. Croix Wetland Management District and the (Town of Richmond, St. Croix County, Wisconsin) (hereinafter referred to as Town) under the authority of the Fish and Wildlife Coordination Act (16 U.S.C. 661-667).

II. Background:

There is limited access for both the public and refuge staff for administrative purposes, to portions of a unit of the National Wildlife Refuge System known as Ten Mile Waterfowl Production Area located in T30N, R18W S21, Richmond Township, St. Croix County, WI. Managed by the St. Croix Wetland Management District, the northern portion of Ten Mile WPA is cut off from southern portions of the unit by the presence of the Ten Mile Creek waterway. Current access to the northern portion of the unit for both the public using the site for recreation and the Service for management, enforcement and wildland fire response purposes, is via a cul-de-sac at the terminus of 190th St in the Waldroff Meadows housing subdivision. There is a need to develop another public and administrative access point leading to the northeast portion of the unit due to the presence of a large wetland east of the 190th St entry point. The Town of Richmond maintains 112th St that provides access to the Golf View Estates and forms the eastern boundary of the Waldroff Meadows subdivision. Though the maintained portion of 112th St ends in a cul-de-sac within the subdivision, the Town has a 66' wide road right-of-way easement

that continues south across private property to the WPA that was once the basis of a now unmaintained but not vacated public road. The Service would like to further develop this transportation corridor to improve access for management purposes as well as for the public to engage in safe, high-quality and compatible wildlife-dependent public uses as stated in the mission of the National Wildlife Refuge System. Service development of the 112th St Town right-of-way also serves to realize the Town Transportation and Natural Resources visions *of maintaining a transportation network throughout the community including roads, bike and walking trails.... and providing convenient public access to state and federal lands and all of our water resources* (2011. Town of Richmond 2010 – 2035 Comprehensive Plan).

III. Purpose

This Memorandum of Understanding is to facilitate the development, use and maintenance of the Town of Richmond 112th St roadway right-of-way south of the cul-de-sac in the Waldroff Meadows development in St. Croix County Wisconsin between the U.S. Fish and Wildlife Service, St. Croix Wetland Management District and the Town of Richmond (Figure 1). With the exception of use for maintenance, fire protection, emergency, enforcement or administrative purposes, the right of way use shall be limited to non-motorized travel.

IV. Scope of Effort:

For a period as hereinafter set forth, the Service and the Department shall cooperate as necessary for the performance of work as set forth below:

- A. General:** It is the desire of both parties to work cooperatively to enhance public and administrative access to public lands in the Town of Richmond using existing roadway infrastructure and right-of-way while minimizing potential impacts to neighboring private landowners.

- B. The Service shall:** The Service is entering into the MOU with the Town:
 - (1) To develop a 2-3 vehicle public parking lot immediately south of the 112th St. cul-de-sac within the footprint of the roadbed right of way.
 - (2) Further improve and develop the road bed to allow for foot traffic by the public between the parking lot or cul-de-sac and the WPA.
 - (3) Further improve and maintain the roadway for vehicle and equipment access for administrative purposes by the Service to the WPA.
 - (4) Work with St. Croix County Surveyor to identify road right-of-way centerline.
 - (5) To erect and maintain boundary, identification and directional signage for proper visitor orientation.
 - (6) Maintain, at no cost to the Town, the parking area and right of way in safe condition including the periodic removal of trash and debris.

- C. The Town of Richmond shall:** allow the Service to utilize that portion of the 112th St road right of way south of the current maintained road that

terminates in a cul-de-sac in the Waldroff Meadows subdivision, for the purposes of developing and maintaining a public and administrative access point and corridor to Ten Mile Waterfowl Production Area (see attached Certified Survey Maps). It is the Parties understanding that by entering into this MOU the Town is not obligating itself to the expenditure of any funds towards this project now or in the future.

V. Period of Performance

The period of performance of the Memorandum of Understanding is from the last date of signature by all parties, the (“Effective Date”), through a scheduled completion date of 15 years at which time it will be subject to review, renewal or expiration.

VI. Project Officers

- A. Gary Knutson, Chair
Town of Richmond
1453 County Rd. GG
New Richmond, WI 54017
Ph. 715-246-3595
clerk@townofrichmondwi.gov

- B. Bridget Olson, Project Leader
U.S. Fish and Wildlife Service
St. Croix Wetland Management District
1764 95th St.
New Richmond, WI 54017
(O) 715-246-7784
(C) 715-781-4105
Bridget_olson@fws.gov

VII. Modification of Agreement:

This MOU constitutes the full, complete, and entire agreement between the parties hereto. No modification or amendment of this MOU shall be binding on either party unless such modification or amendment shall be in writing executed in duplicate by both parties hereto, attached to this MOU, and incorporated in and by reference made a part of this MOU.

VIII. Termination of Agreement:

Commencing on the fifth anniversary of the Effective Date, any party to this MOU may withdraw with a 60-day written notice. Such withdrawal shall be effective 60-days from the date such written notice is provided to the other party or parties to the agreement. Upon termination of this MOU, the Service shall promptly remove all signage from the right of way.

IX. Terms and Conditions:

1. This MOU in no way restricts the Parties from working together or participating in similar activities with other public or private agencies, organizations and individuals.
2. Any public notices issue by any of the parties with respect to this MOU or any related activities shall be subject to review and approval, in advance, by all parties to this agreement.
3. During the performance of this MOU the participants agree to abide by the terms of Executive Order 11246 on nondiscrimination and will not discriminate against any person because of race, age, color, religion, gender, national origin or disability.
4. No member of, or delegate to Congress, or resident Commissioner, shall be admitted to any share or part of this agreement, or to any benefit that may arise from, but these provisions shall not be construed to extend to this agreement if made with a corporation for its general benefits.
5. All parties will ensure that its employees have the proper training and certification required to conduct activities under this MOU.
6. This MOU is neither a fiscal nor a funds obligation document. Nothing in this agreement may be construed to obligate the Service to any current or future expenditure of resources in advance of the availability of appropriations from Congress. Any endeavor involving reimbursement or contribution of funds between the Parties to this MOU will be handled in accordance to applicable regulations, and procedures including those for federal government procurement and printing. Such endeavor will be outlined in separate agreements that shall be made in writing by representatives of the Parties and shall be independently authorized in accordance with appropriate statutory authority. This MOU does not provide such authority.
7. It is agreed by the parties hereto that, in the performance of this MOU, employees or agents of each respective party are not to be considered employees of the other party or parties.
8. Nothing in this agreement may be interpreted to imply that the United States, the Department of the Interior, or the U.S. Fish and Wildlife Service endorses any product, service or policy of the Town of Richmond. The Town will not take any action or make any statement that suggests or implies such an endorsement.
9. The participation of each party to this agreement in activities conducted pursuant to this MOU is not intended to place either party or its representatives in a position of incurring tort liability arising from an action of

the other party. Each party is responsible for any injury or property damage to third parties caused by negligence of its own employees acting within the scope of their employment/official duty subject to such limitation as may be prescribed by applicable laws. Specifically, tort liability arising from negligent or wrongful acts or omissions of Service employees acting within the scope of employment shall be adjudicated pursuant to the Federal Tort Claims Act, 28 U.S.C. Section 2671 et seq., the Federal Employees Compensation Act, U.S.C. Section 8101 et seq., or such other Federal legal authority as may be pertinent. Likewise, tort liability arising from negligent or wrongful acts or omissions of Town of Richmond employees while acting within the scope of official duty shall be governed by the provisions of the laws of the state of Wisconsin. The Town reserves all statutory immunity provided by Wisconsin law.

10. The Parties agree to implement the provisions of this MOU to the extent personnel are available and budgets allow. In addition, nothing in the MOU is intended to supersede any laws, regulations or directives by which the Parties must legally abide.

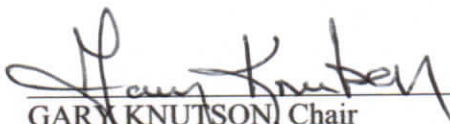
IN WITNESS WHEREOF, the parties have caused this MOU to be executed by an authorized official on the date and year set forth below their signature.

U.S. DEPARTMENT OF THE INTERIOR
U. S. FISH AND WILDLIFE SERVICE

BY: SUZANNE BAIRD Digitally signed by SUZANNE BAIRD
Date: 2022.09.01 10:52:54 -05'00'
Suzanne Baird
Chief of Refuges, Region 3

DATE 9 | 1 | 2022

TOWN OF RICHMOND

BY: 
GARY KNUTSON, Chair
Town of Richmond, St. Croix County, WI

DATE: 9/8/2022