

RESOLUTION NO. 2019-107

RESOLUTION BY THE EXECUTIVE COMMITTEE AUTHORIZING A PARTNERSHIP WITH THE VILLAGE OF MOUNT PLEASANT AND THE ROOT-PIKE WATERSHED INITIATIVE TO RESTORE, PROTECT, AND SUSTAIN THE LAMPAREK DITCH IN THE VILLAGE OF MOUNT PLEASANT

To the Honorable Members of the Racine County Board of Supervisors:

WHEREAS, Racine County, the Village of Mount Pleasant, and the Root-Pike WIN (collectively, "the Group") seek to restore, protect and sustain an approximately mile-long corridor in and around the Lamparek Ditch that flows through Area 3 of the Foxconn development in the Village of Mount Pleasant ("Area 3") from CTH H to 90th S and on to the North Branch of the Pike River; and

WHEREAS, the corridor may include wetlands, riparian buffer restorations, stream bank and channel alterations, and storm water management features; and

WHEREAS, the vision of the project is to restore a polluted Pike River tributary and create a recreational path and natural area for the public to enjoy; the path would serve many positive and overlapping functions including: water quality improvement, increased habitats for a variety of native species, recreational trails for various wellness activities, additional stormwater functionality, aesthetically pleasing views that enhance user experiences, a case study in good government stewardship, and a stunning example of public partnership in southeastern Wisconsin, and beyond; and

WHEREAS, each of the Group members will assist in planning, funding (subject to the fiduciary and statutory obligations of each member), design, implementation and maintenance activities; and

WHEREAS, the Group recognizes that the project dimensions may vary to accommodate special geographic features and contours, soil types, mitigation requirements, development constraints, funding opportunities, or other land planning considerations; and

WHEREAS, the project will predominately run parallel to the planned ATC transmission line without impacting the line's construction, maintenance and access path; the access path may be incorporated into the overall design of The Project but will not inhibit the progress of The Project, should the access path be restricted to private use by ATC; and

WHEREAS, the Group recognizes that possible future integration of Area 3's stormwater management into the project could advance the goal of ensuring the Lamparek Ditch has a consistent low flow; and

WHEREAS, with more than a century of negative agricultural affects to hydrology and habitat, the Lamparek Ditch's inconsistent flow of water is identified in both the Pike River Watershed Restoration Plan (2014) and the City of Racine's Water Quality Report for the Pike River (2016) as a significant habitat issue and subsequent "poor" Fish Biotic Index (FBI) scores; and

3

4 **WHEREAS**, in addition, the Group recognizes that some effort should be made
5 to re-meander the stream channel in an effort to improve the low dissolved oxygen
6 scores documented in the City of Racine’s report and benefit a variety of aquatic
7 species; and

8

9 **WHEREAS**, the Group will work towards a complete, continuous path to the
10 North Branch of the Pike River; and

11

12 **WHEREAS**, the Group understands that the Lamparek Ditch corridor had well-
13 documented water quality, storm water management, and habitat degradation issues
14 years before the Foxconn development commenced and was conceived; hence, the
15 Group agrees that the project is a “win/win” partnership primarily intended to:

16

- 17 1) Improve water quality in the Lamparek Ditch in order to positively impact the Pike
18 River;
- 19 2) Enhance habitat conditions in order to increase native terrestrial and aquatic
20 species;
- 21 3) Provide public trails and natural spaces for various recreational and passive uses
22 to ultimately connect to the Pike River Pathway being created along the Pike
23 River’s North Branch;
- 24 4) Demonstrate “win/win” to other municipalities and future developments in SE
25 Wisconsin; and
- 26 5) Meet or exceed the Village of Mount Pleasant’s reasonable objectives for
27 protecting stream buffers; and

28

29 **WHEREAS**, water quality, stormwater issues, and habitat impacts have been
30 documented in the Pike River Watershed Restoration Plan and the City of Racine’s
31 Water Quality Report; and

32

33 **WHEREAS**, the restoration of the Lamparek Ditch is defined as “critical” in the
34 Pike River Plan, and had the highest E.coli loading during 2012-2014 according to the
35 City of Racine report; and

36

37 **WHEREAS**, the project’s path is intended for public use and may be connected
38 to the Pike River Pathway along the North Branch; the project’s path also would be
39 considered part of the Rails-to-Trails’ “Route of the Badger” initiative in Southeastern
40 Wisconsin.

41

42 **NOW THEREFORE BE IT RESOLVED** by the Racine County Board of
43 Supervisors that a Memorandum of Understanding with the Village of Mount Pleasant
44 and the Root-Pike Watershed Initiative (WIN), which is attached hereto as Exhibit “A”, to
45 provide restore, protect, and sustain the Lamparek Ditch that flows through Area 3 of
46 the Foxconn development is hereby authorized and approved; and

47

48 **BE IT FURTHER RESOLVED** by the Racine County Board of Supervisors that
49 any two of the County Clerk, the County Executive and/or the County Board Chairman
50 are authorized to execute any contracts, agreements, amendments, or other documents
51 necessary to carry out the intent of this resolution.

52

1 Res No. 2019-107

2 Page Three

3

4

5 1st Reading _____

6

7 2nd Reading _____

8

9 BOARD ACTION

10 Adopted _____

11 For _____

12 Against _____

13 Absent _____

14

15 VOTE REQUIRED: Majority

16

17 Prepared by:
18 Corporation Counsel

19

20

21

22

23

24

25

26

27

28

29

30

31

32

33

34

35

36

37 **The foregoing legislation adopted by the County Board of Supervisors of**
38 **Racine County, Wisconsin, is hereby:**

39 **Approved: _____**

40 **Vetoed: _____**

41

42 **Date: _____,**

43

44

45 _____
Jonathan Delagrave, County Executive

Respectfully submitted,

EXECUTIVE COMMITTEE

Russell A. Clark, Chairman

David J. Cooke, Vice Chairman

Robert Miller, Secretary

Robert Grove

Scott Maier

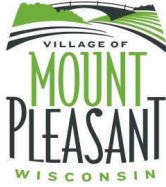
Janet Bernberg

Q.A. Shakoor, II

Katherine Buske

Thomas Roanhouse

Melissa Kaprelian-Becker



Memorandum of Understanding (MOU) for the Group creation of The Path to Wisconn Valley

This Memorandum of Understanding (MOU) is entered into by and between the following entities, also known as “The Group”: Village of Mount Pleasant, Wisconsin; Racine County, Wisconsin; and Root-Pike Watershed Initiative Network (WIN).

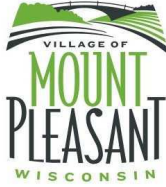
The Group seeks to restore, protect and sustain an approximately mile-long corridor in and around the Lamparek Ditch that flows through Area 3 of the Foxconn development in the Village of Mount Pleasant (Area 3) from CTH H to 90th S and on to the North Branch of the Pike River. The corridor may include wetlands, riparian buffer restorations, stream bank and channel alterations, and storm water management features. The corridor may include other features to be determined and approved by The Group later. The restoration and enhancement of this water quality and wellness corridor, called “The Path to Wisconn Valley”, will be known in this MOU as “The Project”.

Vision

The Group agrees that the vision of The Project is to restore a polluted Pike River tributary and create a recreational path and natural area for the public to enjoy. The path would serve many positive and overlapping functions including: water quality improvement, increased habitats for a variety of native species, recreational trails for various wellness activities, additional stormwater functionality, aesthetically pleasing views that enhance user experiences, a case study in good government stewardship, and a stunning example of public partnership in southeastern Wisconsin, and beyond.

Purpose

The purpose of this MOU is to establish the collaboration framework for The Group to plan, design, construct/restore, and maintain The Project – a win/win water quality and wellness corridor.



Scope

Each of The Group members agree to participate in The Project, to undertake planning, funding (subject to the fiduciary and statutory obligations of each member), design, implementation and maintenance activities as outlined in this MOU. The proposed corridor will be approximately 300-feet in width along the Lamparek Creek from CTH H to the North Branch of the Pike River. The Group agrees that The Project dimensions may vary to accommodate special geographic features and contours, soil types, mitigation requirements, development constraints, funding opportunities, or other land planning considerations.

The Project will predominately run parallel to the planned ATC transmission line without impacting the line's construction, maintenance and access path. The access path may be incorporated into the overall design of The Project but will not inhibit the progress of The Project, should the access path be restricted to private use by ATC. The Group agrees that possible future integration of Area 3's stormwater management into The Project could advance the goal of ensuring the Lamparek Ditch has a consistent low flow. With more than a century of negative agricultural affects to hydrology and habitat, the Lamparek Ditch's inconsistent flow of water is identified in both the Pike River Watershed Restoration Plan (2014) and the City of Racine's Water Quality Report for the Pike River (2016) as a habitat issue and subsequent "poor" Fish Biotic Index (FBI) scores.

In addition, The Group agrees that some effort should be made to re-meander the stream channel in an effort to improve the low dissolved oxygen scores documented in the City of Racine's report and benefit a variety of aquatic species. Finally, The Group agrees to work towards a complete, continuous path to the North Branch of the Pike River.

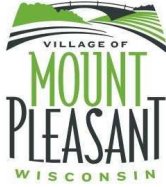
Intended Use

The Group understands that the Lamparek Ditch corridor had well-documented water quality, storm water management, and habitat degradation issues years before the Foxconn development commenced and was conceived. Hence, The Group agrees that The Project is a "win/win" partnership primarily intended to:

- 1) Improve water quality in the Lamparek Ditch in order to positively impact the Pike River;
- 2) Enhance habitat conditions in order to increase native terrestrial and aquatic species;
- 3) Provide public trails and natural spaces for various recreational and passive uses to ultimately connect to the Pike River Pathway being created along the Pike River's North Branch;
- 4) Demonstrate "win/win" to other municipalities and future developments in SE Wisconsin; and
- 5) Meet or exceed the Village of Mount Pleasant's reasonable objectives for protecting stream buffers.

Water quality, stormwater issues, and habitat impacts have been documented in the Pike River Watershed Restoration Plan and the City of Racine's Water Quality Report . The restoration of the Lamparek Ditch is defined as "critical" in the Pike River Plan, and had the highest E.coli loading during 2012-2014 according to the City of Racine report. The Project includes a number of the Pike River Plan's parcel-specific recommendations that could be incorporated into the Lamparek Ditch's masterplan. The Project's path is intended for public use and may be connected to the Pike River Pathway along the North Branch. The Project's path also would be considered part of the Rails-to-Trails' "Route of the Badger" initiative in Southeastern Wisconsin.

Roles

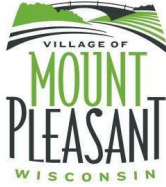


The Village of Mount Pleasant will serve as the lead Group member and final decision-maker with regard to planning, design and implementation of The Project. The Village of Mount Pleasant understands that such decisions must remain in accordance with all applicable ordinances, regulations and previously-agreed upon terms in regard to Area 3. The Village of Mount Pleasant may provide financial, legal, construction, maintenance or other assistance to The Project and/or other Group members if requested and where it is deemed appropriate to plan, create and maintain The Project. The Village of Mount Pleasant will make all decisions related to the mitigation of wetlands, which have been delineated on the site, but may seek the advice of The Group, in those planning and design decisions, as has occurred with The Group already. The Village of Mount Pleasant also agrees to include The Group in the discussions concerning planning and integration of storm water infrastructure where it may or may not impact the Lamparek Ditch, its riparian corridor, and ultimately the Pike River.

The Village of Mount Pleasant also agrees to be the owner of The Project area when the construction and restoration is complete, and in accordance with all applicable Village, Wisconsin Department of Natural Resource (DNR), and USACE requirements. The Village of Mount Pleasant will also take on the maintenance of the Project's trails, the value of which support is yet to be determined. The Village of Mount Pleasant may provide expertise and oversight to The Project's activities as they relate to the Village of Mount Pleasant's interests and legal constraints, which may include the role of fiscal agent for grant opportunities, design and construction oversight, or other related functions that impact the Village of Mount Pleasant's eventual ownership. However, the Village of Mount Pleasant may defer the oversight and fiscal agent role to other members in The Group, should all the members agree that the role is in The Project's best interest.

Root-Pike WIN, as the originator of The Project (a.k.a. "The Path to Wisconsin Valley") proposal, has and may continue to provide technical consultation, watershed education, project estimating, relationship building, grant writing, project communications, public relations as needed by The Group and/or specific members. In certain cases, and as the circumstances require, Root-Pike WIN may serve as the fiscal agent for parts of The Project where there is a grant advantage, or necessity to The Project, but only with the express permission of The Village of Mount Pleasant and Racine County.

Racine County has and will continue to provide support, consistent with past practice, to Root-Pike WIN in its efforts to help The Group plan, design, construct/restore, and maintain The Project. Support for Root-Pike WIN will help in their on-going efforts to provide visioning presentations, cost-estimating, water quality data, watershed plan recommendations, stormwater integration ideas, habitat rehabilitation solutions, grant-writing, project communications and partnership building. Racine County may, in its discretion, provide additional, yet-to-be-determined, support of The Group, or individual members of The Group, as necessary to advance The Project vision.



Use of Funds

Funding and land transactions secured through in-kind donations, grants or other legal means for the completion of The Project may only be used in support of the vision of The Project. Funding and land acquisitions may only be used in The Project area, which is no less than 300 feet in total width at any given point along the Lamparek Ditch. The Village of Mount Pleasant shall be primarily responsible for the planning, design and construction process of The Project. The Village of Mount Pleasant and/or Root-Pike WIN may serve as the fiscal agent for individual grant awards as appropriate and as the needs arise, but primarily in cases where a local government, owner and/or a non-profit organization needs to be the grant applicant.

Joint Responsibilities

Each member of the group agrees to the following joint responsibilities:

- 1) Each member of The Group will appoint a key contact person for The Project.
- 2) Key contacts will maintain frequent communications to facilitate cooperation from planning, design, construction/restoration, and maintenance with regard to The Project.
- 3) Key contacts will work together to determine the best outcomes to achieve the vision of The Project.
- 4) Other secondary contacts may be included in meetings as The Group sees fit, with the understanding that meeting sizes should be minimized, whenever possible.

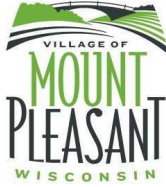
Relationships

All three members of The Group shall have at least one member from their organization at any meeting pertaining to The Project unless that member has stated their absence should not impede progress. All public communications will be approved by each key contact member of The Group before any information about The Project is made public. The Village of Mount Pleasant has the ultimate and final decision-making authority as to what project communications, including social media posts of any kind, are made public. Press inquiries about The Project will be directed to the Village of Mount Pleasant's primary contact to determine the appropriate response and The Group involvement. All three Group members shall be mentioned in any and all of The Group's public communications about The Project. The Group agrees that the DOT and DNR may play a valuable role in the planning of The Project, and should be included in the planning, design, implementation and maintenance of The Project as appropriate.

Assurances

Each member of The Group hereby represents that it:

- 1) Has all requisite power and authority to execute this MOU; and
- 2) Is familiar with the vision of The Project and is committed to working collaboratively to meet the roles specified in this MOU in order to ensure The Project's success.



Modifications

Consistent with The Group's intent to implement The Project, this MOU may be amended only by written agreement signed by each of The Group members. Modifications of this MOU should only be made in support of the vision of The Project defined on page 1 of this MOU.

XI. Effective Date/Duration/Termination

This MOU shall be effective beginning with the date of the last signature hereon.

XII. Signatures

1) *THE VILLAGE OF MOUNT PLEASANT*

Signature/Date

Dave DeGroot, Village President, Village of Mount Pleasant

2) *RACINE COUNTY*

Signature/Date

Jonathan Delagrave, County Executive, Racine County

3) *ROOT-PIKE WATERSHED INITIATIVE NETWORK*

Signature/Date

Dave Giordano, Executive Director, Root-Pike Watershed Initiative Network