



**LAND AND DEVELOPMENT COMMITTEE**  
**Douglas County Board of Supervisors**  
**Tuesday, September 24, 2019, 3:00 p.m., Room 207C, Courthouse,**  
**1313 Belknap Street, Superior, Wisconsin**

Meeting called to order by Chair Keith Allen.

**ROLL CALL:** Present – Keith Allen, Alan Jaques, Scott Luostari, Joseph Moen. Absent – Doug Finn. Others present – Jim Woodard, Jerry R. Reno, Sr., Lynn Tracey, Shelley Nelson, Adam Olson, Carolyn Pierce, Jim Caesar, Ann Doucette, Cheryl Westman, Kaci Lundgren, Committee Clerk.

**APPROVAL OF MINUTES:** Motion by Jaques, second Moen, to approve the minutes from the August 27, 2019, meeting. Motion carried.

**ACTION ITEMS/REFERRALS:**

**Land Bid Openings:**

**PARCEL 21-19:** Lots 214, 216, 218, and 220, Townsite of Superior West 9<sup>th</sup> Street, Except R/W, City of Superior. Zoned: R1B1 Family Residential. (01-801-02678-00) No bids received.

**PARCEL 22-19:** Lot 6, Block 3, Waterbury's Second Addition to White Birch, Section 25-45-12, Village of Solon Springs. Zoned: C1 Commercial. (SS-181-00275-00) \$35,300 from James Lee Woodard and Jerry R. Reno, Sr.

**PARCEL 23-19:** Fractional Blocks 69 and 70, and Vacated 49<sup>th</sup> Avenue East Abutting Block 70, Townsite of Superior, East 4<sup>th</sup> Street, City of Superior. Zoned: SUB Suburban and M1 Manufacturing. (10-810-00834-00) \$2,500 from Brandon S. Hansen and Markie A. Hansen.

**PARCEL 24-19:** The NE  $\frac{1}{4}$  of the NE  $\frac{1}{2}$ , Section 6-43-14, Complete Legal Available in County Clerk's Office, Town of Dairyland. Zoned: R2 Residential. (DA-010-00050-00) No bids received.

**ACTION (RESOLUTION):** Motion by Jaques, second Luostari, to approve high bids and forward to County Board. Motion carried unanimously.

**Fairgrounds/Speedway – Management Agreement Update:** Allen and County Board Chair Liebaert will meet with Head of the Lakes Management Group and other parties interested in potential management of property on October 4, 2019.

**Long Range Plan for Property:** Property difficult to market at this time; to continue short-term agreements with interested parties. A contingency plan for existing users of property should be considered. Land and Development Committee will hold special meetings to discuss future of property.

**WIS DOT Offer of Land Purchase in Town of Amnicon:** Ownership of parcel would not provide any benefit to Douglas County.

**ACTION:** Motion by Jaques, second Luostari, to request County Clerk's Office to draft letter to WisDOT advising county has no interest in acquiring parcel for monetary cost; if WisDOT wants to rid parcel, county interested in ownership at no cost. Motion carried.

**Easement for Recreational Trail:** Property acquired by tax-deed. To sell, county requires easement due to trail on property.

**ACTION (RESOLUTION):** Motion by Jaques, second Luostari, to approve Declaration of Access Easement as presented and forward to County Board. Motion carried unanimously.

**INFORMATIONAL - REPORTS:**

**Tax-Deeded Property:** Status update on Wyoming Avenue property and two held tax deeds.

**Economic Development:** Furniture company interest to locate in city if building space is available; assessing upcoming project with UW-Superior.

**Land Improvement Account Fund Balance:** Included with agenda; reviewed.

**APPRAISALS:**

**Parcel 25-19:** Requested by the Land and Development Committee. \$125,000.

**Parcel 27-19:** Requested by Hannelore Inman. \$1,000.

**Parcel 28-19:** Requested by Hannelore Inman. \$1,000.

**ACTION:** Motion by Jaques, second Moen, to approve appraisals and advertise in October. Motion carried.

**FUTURE AGENDA ITEMS:** Fairgrounds/speedway long range plan.

**ADJOURNMENT:** Motion by Luostari, second Moen, to adjourn. Motion carried. Meeting adjourned at 3:32 p.m.

Submitted by,

Kaci Jo Lundgren, Committee Clerk

Subject: HOLF Management Agreement

WHEREAS, Douglas County entered into a Property Management Agreement with Head of the Lakes Management Group, LLC, for management of the Douglas County fairground property on September 16, 2016, and

WHEREAS, the term of the agreement is from January 1, 2017, through December 31, 2019, with an extension of up to three additional years upon notification by the management group and agreement from Douglas County.

WHEREAS, the Head of the Lakes Management Group, LLC, notified Douglas County of its' desire for an extension in accordance with the terms of the agreement, with the indication that they would be agreeable to allow another group to manage the "fairgrounds" area, with the "racetrack" to remain with them, and

WHEREAS, the Head of the Lakes Management Group, LLC, has been with a group that is desirous of managing the fairground and is currently working out the details.

NOW, THEREFORE, BE IT RESOLVED that the Douglas County Board of Supervisors accept the recommendations of the Land and Development and approve the attached Addendum to Property Management Agreement (Exhibit XXXX) between Douglas County and the Head of the Lakes Management Group, LLC.

**ADDENDUM TO  
PROPERTY MANAGEMENT AGREEMENT**

Douglas County, Wisconsin, a quasi-municipal corporation (hereinafter referred to as “the County”) and the Head of the Lakes Management Group, LLC, a non-profit corporation (hereinafter referred to as “the Operator”) enter into the following agreement:

1. The County and the Operator acknowledge the Property Management Agreement between them dated September 15, 2016, and agreed to extend the terms of that agreement until December 31, 2022.

2. The County and the Operator agree that the areas of the fairground property will be managed by (Name of group) and include the following:

(List out each item)

3. Revised agreements for the separate management of the two areas (fairground; speedway) will be negotiated, drafted, and executed by (Date).

4. In the event the new agreements for management are not in effect as set forth in No. 3 Above, the Property Management Agreement between the County and the Operator will remain in effect until December 31, 2022.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

DOUGLAS COUNTY:

HEAD OF LAKES MANAGEMENT GROUP, LLC:

\_\_\_\_\_  
Mark E. Liebaert – County Board Chair

\_\_\_\_\_  
Josef Stariha – Chairman

\_\_\_\_\_  
Susan T. Sandvick – County Clerk

\_\_\_\_\_  
John Omundson -- Secretary



## Village of Oliver

Douglas County, Wisconsin  
2125 E State Street  
Superior, WI 54880

Phone: (715) 394-3171  
Email: [villageofoliver1@gmail.com](mailto:villageofoliver1@gmail.com)  
Website: [villageofoliver.org](http://villageofoliver.org)

*[Handwritten signature]*

September 30, 2019

Sue Sandvick  
County Clerk  
1313 Belknap St., RM 101  
Superior, WI 54880

Re: Memorandum of Understanding

Dear Sue,

The Memorandum of Understanding between Douglas County and the Village of Oliver expired on December 31, 2018. The Oliver Village Board would like to continue with the agreement and are requesting that the MOU date please be extended.

If there is anything else you need from me, please let me know.

Thank you,

*Julie Abraham*

Julie Abraham  
Village Clerk-Treasurer

ADDENDUM TO  
MEMORANDUM OF UNDERSTANDING  
BETWEEN  
DOUGLAS COUNTY AND VILLAGE OF OLIVER

The undersigned parties agree that the Memorandum of Understanding between Douglas County and Village of Oliver, dated October 16, 2008, will continue until December 31, 2018.

Dated: March 19, 2015

DOUGLAS COUNTY

VILLAGE OF OLIVER

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: : \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: : \_\_\_\_\_

**Memorandum of Understanding  
between  
Douglas County and Village of Oliver**

**Purpose and Objectives**

The purpose of this agreement is to establish a mechanism for the efficient and cost effective sale of land owned by Douglas County within the Village of Oliver, and, to provide a cooperative framework for the management of land owned by Douglas County and the Village of Oliver within the village boundaries.

The objectives to be achieved through the actions governed by this agreement are:

1. Expedited sale of public land within Oliver for residential, commercial, and industrial development.
2. Assembling of public land for public purposes such as recreation, transportation, and natural resource management.

**Background**

Douglas County (hereinafter "County") owns approximately 274 acres on 741 parcels within the corporate limits of the Village of Oliver (hereinafter "Village"). These County-owned lands are highly intermingled with property owned by the Village (see map in Appendix B) making it difficult to easily package land for development or to manage for public purposes. The County is not currently managing any of its land within Oliver for forestry, recreation, or special uses, in part because of the intermingled ownership pattern.

The County and the Village have cooperated in the past to coordinate the sale of intermingled property to facilitate specific developments. Such cooperation has resulted in many new homes being built in Oliver.

Currently the County sells property within Oliver upon request from private parties. The process for executing these sales involves public notification and review by the Village. The process can take upwards of three months and often realizes small net return to the County after deducting advertising and administrative costs from the sale price of the land.

The process used by the Village to sell its land is faster and more streamlined than that of the County.

Earlier in 2008 the Village adopted a comprehensive plan in accord with Wisconsin Statutes. Key concepts proposed in the plan relate to the orderly development of areas with and without municipal services for residential, commercial, and industrial purposes. The plan also identifies opportunities for new roadways, recreation trails, and natural resource management. Specifically discussed in the plan was the obstacle to sound future development posed by the existing intermingled ownership pattern of County and Village owned lands.

The County and Village agree that it is in the best interests of both entities to foster additional development within the village and to increase Village and County tax bases. The County and Village also agree that expediting the process by which public land is assembled and sold is vital to spurring such new development.

Further, the County and Village agree that coordinated ownership of public lands would facilitate future management of these lands, especially in those portions of Oliver where development is not encouraged, for open space, recreation, and natural resource values.



## Working Agreement

Under this Memorandum of Understanding the County and Village agree:

1. The County will transfer ownership of the majority of County owned land within the Village of Oliver to the Village of Oliver (such lands hereinafter referred to as "county transferred land"). Appendix A identifies all affected parcels and Appendix B has a map showing their location.
2. All county transferred land parcels will be uniquely flagged in Douglas County's GCS Tax Record system for the purpose of identifying said parcels as being covered by the terms of this agreement.
3. The Village has the sole right to sell county transferred land.
4. The Village will sell county transferred land in full accord with Wisconsin Statutes, Village ordinances, and any other pertinent legal agreements.
5. The Village will undertake a vigorous program to promote development within the Village and to encourage the sale and development of county transferred land.
6. The Village has sole authority to set the asking price of county transferred parcels, whether on a lot or acreage basis. However, unless otherwise agreed prior to sale, the minimum net sale price per lot shall be \$100 per platted lot, or prorated portion thereof. In addition, the minimum net sale price per acre of unplatted or assembled platted lots shall be based upon \$1,000 per acre, or prorated portion thereof. For sales that involve a mix of Village and county transferred land, the price for county transferred land shall be the same as that for Village land, whether the price is a per lot or per acre basis.
7. Within 30 days of the sale of county transferred land, the Village will convey to the County the full amount of the price paid for that land.
8. The Village and County may agree, upon the conduct of a project specific process, to dedicate selected county transferred land parcels for specific public purposes, including, but not limited to, parks, roads, recreational trails, utility corridors, and natural resource protection and management. Such dedicated lands will be permanently transferred to the Village. Dollar consideration for said lands, if any, shall be established at time of agreement.
9. The Village and County may agree, upon the conduct of a project specific process, to transfer selected county transferred land parcels back to the County for specific public purposes related to recreational trails, parks, roads, and natural resource protection and management.

## General

1. It is understood that the Village is to receive no compensation from the County for costs incurred by the Village in executing its actions defined by this agreement.
2. This agreement is subject to, and will be carried out in compliance with, all applicable laws, regulations and other legal requirements.
3. For the purposes of this agreement, contacts for each party are
  - Village of Oliver: Village Clerk, 2931 S Winona Avenue, Superior, Wisconsin 54880; telephone 394-3426.
  - Douglas County: County Clerk, Room 101 Courthouse Building, 1313 Belknap Avenue, Superior, Wisconsin 54880; telephone: 395-1341.

**Duration, Amendment and Termination**

1. This Memorandum of Understanding is effective upon the date of signatures of both parties and shall remain in effect through December 31, 2011, or until mutually or separately terminated as herein determined.
2. The parties may amend this Memorandum of Understanding from time to time as may be necessary upon written agreement.
3. Either party may terminate this Memorandum of Understanding without cause at any time upon 90 day written notice to the other party.
4. Upon termination of this Memorandum of Understanding all country transferred land parcels that remain unsold or have not been permanently transferred to the Village under the terms of this agreement shall revert to County ownership.

Douglas County

By *Susan T. Sandvick*  
 Name: Susan T. Sandvick  
 Title: Douglas County Clerk  
 Date: October 16, 2008

Village of Oliver

By *Jerry A. Ruzic*  
 Name: Jerry A. Ruzic  
 Title: President, Village of Oliver Board  
 Date: 10-28-08

**Appendix A. List of Douglas County Owned Land in Village of Oliver**

The following is a list of all parcels within the Village of Oliver that are currently owned by Douglas County and are covered by this Memorandum of Understanding

**Appendix B. Map of Douglas County Owned Land in Village of Oliver**

This map shows the location of Douglas County owned land within Oliver that is covered by this Memorandum of Understanding. It also shows land owned by the Village and the State of Wisconsin.

**Douglas County, Wisconsin  
Land and Development  
November 12, 2019**

Land and Development	2019 Amended Budget	2019 Actual through 11/12/2019	<b>Trail Funds</b>	2019 Actual through 11/12/2019
Beginning Balance - January 2019	\$ 525,603	\$ 525,603	Beginning Balance - January 2019	15420.3443.TRAIL <span style="border: 1px solid black; padding: 2px;">\$ 54,000</span>
Property Management - Land(Rev)	57,600	60,278	Exodus Reserve	15420.3437.5 \$ 79,500
Property Management - Land(Exp)	145,100	81,062	Economic Development Assoc.	(20,000)
Net Land Sales	(87,500)	(20,784)	Remaining balance	\$ 59,500
2019 ATC Allocation 21232	75,224	75,224		
<b>Revenues</b>	(12,276)	54,440		
Animal Shelter	40,000	40,000		
Douglas County Historical Society	3,642	3,642		
Dragon Boats	607	-		
Lucious Woods	2,428	2,428		
Head of the Lakes Fair Utility	28,000	21,059		
4-H Fair	15,259	15,259		
City-County Development Association	19,424	19,424		
Better City Superior	-	-		
Economic Development	-	-		
Travel Superior	12,140	12,140		
Special Projects	-	-		
<b>Expenditures</b>	121,500	113,952		Budgeted
Net Increase (Decrease)	(133,776)	(59,512)	Projected Fund Balance	391,827
<b>Balance</b>	\$ 391,827	\$ 466,091	Reserved by policy	(400,000)
			Available Fund Balance (projected as of 12/31/2019)	(8,173)
 <b>Fairgrounds surcharge balance</b>				
Beginning Balance - January 2019		\$ 30,877	Repairs/Maintenance	\$ 6,474.06
Revenues:				
Fairs, Rodeo, and Speedway		10,742		-
Repair Expenses		(6,474)		
Balance through December 31, 2019		\$ 35,145		
Cost Center 54430			Remaining Balance	\$ 6,474.06

The \$40,000 set aside for improvements was spent in 2017