RESOLUTION # 26-9/21

TO: HONORABLE MEMBERS OF THE LA CROSSE COUNTY BOARD OF SUPERVISORS

RE: APPROVAL OF MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE MEMBERS OF THE BLUFFLAND COALITION REGARDING BLUFFLAND INITIATIVES AND GUIDELINES FOR REQUESTING COUNTY BLUFFLANDS FUNDING

WHEREAS, the County approved the “Blufflands Plan” in 2016 to guide a regional approach to the conservation and recreational use of area bluffs and a Memorandum of Understanding in October 2018, that has been modified in 2021 to expand participation, which is attached as Exhibit A; and,

WHEREAS, through July of 2021 the following public and private organizations have approved the MOU: City of La Crosse, City of Onalaska, City of La Crescent, Town of Shelby, Mississippi Valley Conservancy, La Crosse Area Planning Committee, Outdoor Recreation Alliance, Friends of the Bluffland, while other area local governments are considering approval in the coming months; and,

WHEREAS, County staff has developed “Guidelines for Requesting Blufflands Funding” from the County that is attached as Exhibit B

NOW THEREFORE BE IT RESOLVED, that the La Crosse County Board hereby approves the Memorandum of Understanding Between Members of the Bluffland Coalition Regarding Bluffland Initiatives and the Guidelines for Requesting Blufflands Funding from the County, for the purpose of facilitating the implementation of the Bluffland Plan and promoting consistency in bluffland access, development, preservation and restoration across municipal boundaries.

BE IT FURTHER RESOLVED, that no use of County funding for bluffland projects can be released from any source without approval by resolution of the County Board of the specific project.

BE IT FURTHER RESOLVED, that the County Board Chair, after approval by Corporation Counsel is hereby authorized to execute the Memorandum of Understanding consistent with the above terms.

FISCAL NOTE: Funds have been budgeted in previous years for a total of $190,600 toward potential bluffland projects and have been carried forward in 2021.

Date: 08/30/2021

COMMITTEE CHAIR

Date: 09/18/2021

COMMITTEE CHAIR

Reviewed Only

Recommended

Not Recommended

Co. Admin.
Fin. Director
Corp. Counsel
Board Chair

Recommended

Requested By: Jamie O’Neill

Drafted By: County Administrator

Adopted by the La Crosse County Board this 16th Day of September, 2021

STATE OF WISCONSIN
COUNTY OF LA CROSSE

I, Ginny Dankmeyer, County Clerk of La Crosse County do hereby certify that this document is a true and correct copy of the original resolution required by law to be in my custody and which the County Board of Supervisors of La Crosse County adopted at a meeting held on the 16th day of September 2021.

Ginny Dankmeyer, La Crosse County Clerk
MEMORANDUM OF UNDERSTANDING
BETWEEN THE MEMBERS OF THE BLUFFLAND
COALITION
REGARDING BLUFFLAND INITIATIVES

I. PARTIES.

This Memorandum of Understanding ("MOU") is made and entered into by and between the following members and constitute the Bluffland Coalition:

II. RECITALS.


B. The Blufflands Plan adopted Mission: This plan will be used by public and private stakeholders throughout the region to guide the acquisition of conservation land and easements, coordinate restoration activities and recreation access improvements such as trailheads and trails, and establish an organizational structure for continued regional coordination and action (Exhibit A p. 4).

C. The Blufflands are defined geologically and geographically within the Blufflands Plan (Exhibit A). (Geographically – Exhibit A p. 31)

D. This document is not a legally binding document.

III. VISION. The Bluffland Coalition will establish an exceptional network of contiguous protected lands, including habitat-designated areas and recreational trails, throughout the La Crosse – La Crescent Region. Our cooperative efforts will enhance the health of residents, visitors, natural ecosystems, and our local economy. The vision will be

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accomplished by embracing the “Six Big Ideas” outlined in the Bluffland Plan (Exhibit A p. 5).

1. **Commitment to Cooperation.** Bluffland acquisition, restoration, wildlife habitat enhancement, recreation opportunities, and promotion efforts will be cooperatively coordinated by inclusive representation of public property owners, land trusts, and recreation groups.

2. **Land-Protected and Connected.** A network of connected bluffs around the region’s cities and villages, protected from urban development and cooperatively managed.

3. **Trails, Trails, Trails.** A network of interconnected trails through the region catering to a wide variety of uses and abilities. The centerpiece will be “The Blufflands Trail”, a shared use route extending across the region of focus.

4. **Restoration.** Native habitats present in the bluffs prior to European development have largely been lost. Restoration initiatives to prioritize, protect and restore native ecosystems and control invasive species are important to the health and value of these lands.

5. **Many Sites, One Brand.** Seamless, coordinated promotional efforts and signage to increase awareness and use throughout the region.

6. **Dedicated Funding.** Project sustainability is reliant on reliable sources of funding to support coordination efforts, land acquisition, trail, and amenity improvements, maintenance, habitat restoration, and promotion.

IV. **GUIDING PRINCIPLES.** Success of the Bluffland Plan and cooperation of the Bluffland Coalition will be most productive and able to advance when acting under the following guiding principles (Adapted from the SHIFT Principles For Advancing Outdoor Recreation and Conservation, Exhibit B – [https://shiftjh.org/the-principles-for-advancing-outdoor-recreation-and-conservation/](https://shiftjh.org/the-principles-for-advancing-outdoor-recreation-and-conservation/)).

A. **Outdoor recreation and conservation require that a diversity of lands and waters be publicly owned, available for public access, and well-steward.** Stewardship of our public lands – including waters and wildlife – is our responsibility.

B. **Recreation and conservation need each other.** Both are beneficial to local economic well-being, quality of life and personal health. Outdoor recreation helps people understand the importance of healthy, intact ecosystems, which builds support for their protection and stewardship. Conservation protects the natural resources and wild places upon which outdoor recreation depends. Responsible recreation – which fosters and is informed by a conservation ethic while promoting diverse, inclusive, and next-generation engagement – is essential for future protection and use of our public lands.

C. **The future of our public lands depends on support from all Americans.** Outdoor recreation and conservation must reflect, respect and value the demographic and cultural diversity of our country in order to engage a coalition of stakeholders broad
enough to ensure the health and wellbeing of our public lands. This requires that public lands be inclusive, relevant, and accessible to all, regardless of ability, race, socioeconomic status, gender identity, or sexual orientation, and include the 85% of Americans who live in urban areas as well as the private landowners whose lands provide connectivity and full-landscape solutions.

D. Outdoor users are responsible for avoiding and minimizing the impacts of their use across the places they recreate and the larger landscape. All recreation has impact. Ethical outdoor behavior that demonstrates respect for lands, water, and wildlife and that respects the value of connecting all people to the outdoors is critical and must be developed in all users and in future generations.

E. Proactive, professional planning and management, combined with public education, is necessary to care for the land and provide a diversity of quality recreation opportunities. Active public engagement in crafting solutions is necessary to ensure solutions are fair and can be effectively implemented. To make better decisions about which activities are best suited for which locations and provide a spectrum of opportunities to serve diverse interests, a broad landscape approach is necessary in order to meet both conservation and recreation needs.

F. Physical, biological, and social science must inform the management of recreation. Management decisions should be grounded in the best available scientific information to ensure the protection of wild areas and the sustainability of resources while maintaining and enhancing the quality of outdoor recreation experiences.

G. Stable long-term funding and creative management solutions are essential to protect the environment and support outdoor recreation. Reliable and consistent funding is essential to protect natural resources and manage outdoor recreational experiences. Funding levels must be proportionate to the economic and public health benefits of outdoor recreation and a healthy environment. Land management agencies need adequate funding from federal, state, and local sources. This must be supplemented by (but not replaced by) new and non-traditional funding from private and non-profit sources.

V. RESPONSIBILITIES OF THE PARTIES.

A. Members will participate in the Bluffland Coalition with a true spirit of cooperation, working toward the established goals of the Bluffland Plan (Exhibit A).

B. The Bluffland Coalition will rely on the strengths of its member organizations to achieve its objectives, and it will facilitate the consolidation of common tasks in the interest of efficiency, consistency, and quality.

C. Members will actively participate in regularly scheduled meetings, coordinated events, planning sessions, and educational opportunities.

D. Members will develop and adopt a Bluffland Project Implementation plan as outlined in the Bluffland Plan (Exhibit A). The Bluffland Project Implementation Plan will include a regularly updated 5 Year Action Plan and the development of a detailed multi-use trail plan for the Bluffland Trail as described in Exhibit A.
E. Funding of the Bluffland Coalition staffing or general expenses and specific project or phase funding will be handled by separate funding agreements.

F. Members of the Bluffland Coalition may hold additional agreements between themselves and others.

G. Members will provide timely communications with regard to progress on their bluffland planning process.

VI. **TERM OF THE MOU.** The term of this MOU shall be effective upon signature of the parties and remain in effect until September 15, 2026, unless terminated by a majority of the signing members. Any party may withdraw from the MOU, without cause, upon ninety (90) days written notice, which notice shall be delivered to the Coalition Board President. This MOU may be amended or extended at any time by mutual agreement by all the parties.

VII. **SEVERABILITY.** Any provision of this MOU determined to be invalid as a matter of law is severable from other provisions of this agreement.

By: ___________________________ By:
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Date: ________________

By: ___________________________ By:
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Date: ________________

By: ___________________________ By:
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Date: ________________

By: ___________________________ By:
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Date: ________________
Potential Charter Members of the Bluffland Coalition:

1. The City of La Crosse
2. The City of Onalaska
3. The Village of Holmen
4. The Village of West Salem
5. The Town of Campbell
6. The Town of Medary
7. The Town of Shelby
8. The Town of Onalaska
9. The Town of Barre
10. The Town of Greenfield
11. The Town of Holland
12. The Town of Hamilton in Wisconsin
13. The City of La Crescent
14. The Town of La Crescent
15. The Town of Dresbach in Minnesota
16. The Mississippi Valley Conservancy
17. The Outdoor Recreation Alliance
18. The La Crosse County Convention and Visitors Bureau
19. The Friends of the Blufflands
20. The La Crosse Area Planning Committee
21. La Crosse County
Guidelines for Requesting Blufflands Funding

Purpose: La Crosse County has set-aside funding to encourage community partnership around projects that acquire conservation land and easements and/or coordinate restoration activities and recreational access improvements such as trailheads and trails.

The following guidelines should be used in requesting funding from the County for this purpose.

Guidelines:
- Funding will be considered for projects that meet all of the following guidelines:
  - Requesting party must have signed the Memorandum of Understanding Between the Members of the Bluffland Coalition Regarding Bluffland Initiatives.
  - Proposed project must follow the guidance of The Blufflands: A Plan for Conservation and Recreation Throughout the La Crosse-La Crescent Region.
  - Proposed project must have the support of the Bluffland Coalition by majority vote of their Board of Directors.
  - Proposed project must have the support of the local municipality or municipalities in which it will take place, through funding and/or staff support.
  - In general, La Crosse County will not provide more than 50% of the total project costs for a proposed project, and funding is expected to come from a mix of public and private sources. In-kind contributions to a project will be counted as part of the overall project cost.

Procedure: To request funding from La Crosse County for bluffland projects, please follow these steps:

- Requests, including a project description, complete sources and uses of funds, and evidence of meeting all the above guidelines, should be sent to Brian Fukuda, Community Development Specialist, at bfukuda@lacrossecounty.org or 212 6th Street N, La Crosse, WI 54601. Or, to set-up a meeting to discuss your proposal with the County, please call Brian at 608-785-5792.

- Completed funding requests will go to the County Board (3rd Thursday of the month), through the County Executive Committee (Wednesday of the week prior to the County Board meeting), for consideration. Generally, complete requests received by the 1st of the month will be considered that month.

- If approved, funding will be committed to a project for a defined period of time and will not be disbursed until there is evidence that the project will be completed within that timeframe.

- Once the project is complete, La Crosse County may request follow-up reporting to show the results.