

## AGENDA

### JEFFERSON COUNTY PARKS COMMITTEE

Jefferson County Courthouse  
311 South Center Avenue, RM 202  
Jefferson WI 53549

December 3, 2013 @ 1:00 p.m.

Committee: Glen Borland, Mike Kelly, Ed Morse, Steve Nass, Augie Tietz

1. Call to Order
2. Roll Call
3. Certification of Compliance with the Open Meetings Law
4. Review of the Agenda
5. Public Comment
6. Approval of the November 4, 2013 and November 11, 2013 Meeting Minutes
7. Communications
  - a. Donation from Jerry B. Mason Family Trust
  - b. Mason Log Home Hits Goal – Daily Union
  - c. Tenth Anniversary for Dog Park – Daily Union
  - d. Peters Builds Fish Line Recycling Receptacles – Daily Union
  - e. Email from Christopher Fredrick, DOT regarding STH 26 Glacial River Trail
  - f. Bike Trail Donation
  - g. John Raub's written comments
  - h. Donations for Crawfish Park Sought – Daily Union
  - i. Letter from Mary Rothenmaier, Stewardship Grants-Local Government
  - j. Donation to the proposed Crawfish River Park
  - k. Frosty Rock Challenge – Daily Union
  - l. Watertown Outboarders to Use Funds for Charitable Projects – Watertown Daily Times
8. Discussion and Possible Decision on Request for ARES/RACES 2014 Field Day Exercise – Overnight at Upper Rock Lake Park
9. Discussion and Possible Decision on Special Use Area Rental at the Dog Park
10. Discussion and Possible Decision on Extended Use Hours at the Dog Park
11. Discussion on Potential Uses of the Watertown Outboarders Property Building
12. Update on 2013 Parks Department Budget
13. CONVENE IN CLOSED SESSION PURSUANT TO S.19.85(1)(E), Statutes, to consider negotiations for potential purchase and sale of public property
14. Reconvene in open session to take possible action on the items discussed in closed session
15. Update on Glacial Heritage Area (GHA) Project
16. Set Tentative Meeting Dates/Times for: January 6, 2014 at 1:00 pm
17. Adjourn

**The Committee may discuss and/or take action on any item specifically listed on the agenda. Individuals requiring special accommodations for attendance at the meeting should contact the County Administrator at 920-674-7101; 24 hours prior to the meeting, so appropriate arrangements can be made.**

#4

**JEFFERSON COUNTY PARKS COMMITTEE MINUTES  
JEFFERSON COUNTY COURTHOUSE  
311 S. Center Avenue, Rm 202  
Jefferson WI 53549**

November 4, 2013 @1:00 p.m.

Committee: Glen Borland, Mike Kelly, Ed Morse, Steve Nass, Augie Tietz

1. Call to Order - The meeting was called to order by Chairman Borland at 1:00 p.m.
2. Committee members present: Borland, Kelly, Morse, and Tietz. Others present: Joe Nehmer, Jane Stanger, Kevin Wiesmann, Kim Buchholz, Ben Wehmeier, John Molinaro, Marie Brick, Frankie Fuller. Absent: Steve Nass
3. Certification of Compliance with the Open Meetings Law – In compliance
4. Review of the Agenda – No changes to the agenda.
5. Public Comment – None
6. Approval of the October 7, 2013 Meeting Minutes  
**Motion made to approve the October 7, 2013 meeting minutes by Tietz, seconded by Kelly. Motion carried, 4-0.**
7. Communications
  - a. Primitive Campsites OK'd at Carnes Park – Daily Union
  - b. Carnes Park Campsites – Daily Union
  - c. County Dog Park Set to host Howl'o'ween Party – Daily Union
  - d. Howl'o'ween Party to aid the Dog Park – Daily Union
  - e. New Shelter at Pohlmann Park – Daily Union
  - f. Looking Down Memory Lane October 2003 – Daily Union
  - g. Jefferson County Variance – Mary Rothenmaier
  - h. Howl'o'ween Success! – Daily Union
8. Discussion and possible decision on Camping Policy and Fees for Primitive Camping Sites at Dorothy Carnes  
The committee discussed the camping policies and fees for the primitive camping sites at Dorothy Carnes Park, East. The committee decided that they were not ready to make recommendations at this time and will revisit the item at a later meeting.
9. Discussion and possible decision on 2014 budget  
Nehmer discussed the 2014 budget and noted the Proposed Supervisory Amendments that pertain to the Parks Department.

10. Discussion and possible decision on Special Dog Park Usage

A request was received from a dog park user on renting a portion of the Dog Park for special training. The committee agreed to rent portions of the Dog Park out on a trial basis at \$50.00 per hour. We will revisit the issue after we have more information and data on how many requests we have received.

11. Discussion and possible decision on revision of Dog Park Rules

The committee reviewed the rules of the dog park. The Parks Department requested another rule be added to the dog park rules.

**Motion by Tietz, seconded by Kelly to add the rule stating “No more than three dogs per adult in Dog Park”. Carried 4-0.**

12. Watertown Outboarders Club \$25,000 Donation to the Jefferson County Parks

Nehmer announced to the committee that we have received a letter of confirmation from the Watertown Outboarders Club of a donation of \$25,000 for the purpose of installing a handicapped fishing launch and docking facility at Rock River Park on Highway B, near Johnson Creek for the 2014 season.

13. Update on Fox Lane Paving

Wiesmann reported that the Fox Lane paving project has been completed. Fox Lane includes the entrance road to the Garman Nature Preserve going up to the parking lot. Jefferson County Parks Department had committed \$25,000 to the Garman Knowlton Trailhead Facility and part of those funds went towards paving of the road. The paving is a huge improvement to the access for the Nature Preserve.

14. Update on 2013 Parks Department Budget

Nehmer provided an update on the 2013 Parks Department Budget. He noted that the department is right on track with expenditures; operational costs are beginning to wind down. Seasonal staffers are about finished.

15. Update on Glacial Heritage Area (GHA) Project

Nehmer announced to the committee that the WI DNR has agreed to a variance with We Energies for the Watertown to Oconomowoc bike path on the We Energies electrical line. We are now in a position to write DNR Stewardship, RTA and DOT TAP grants. Before the variance was agreed upon, we were in a holding pattern; the DNR was requiring a 25 year lease agreement and We Energies was only willing to give a 5 year agreement. They now have agreed to a 15 year license agreement.

Nehmer informed the committee that the master planning for the Holzhueter Property is continuing. A Trek Mountain Bike Facility site visit meeting is scheduled this week.

Tietz spoke on potential adaptive reuse of the Watertown Outboarders property on the Rock River just outside of Watertown. Uses for the boathouse on the property were discussed.

Nehmer suggested the committee tour the facility and also suggested we tour Harnischfeger County Park in Dodge County which has a similar structure they rent out. The Parks Department will arrange for a tour.

16. Update on Korth Playground Project

Wiesmann updated the committee on the playground at Korth Park. The components have arrived and are being stored until April 2014 which the manufacturer had recommended because of winter conditions. The staff is currently constructing the retaining wall for the project. The project will be ready to go in the spring when our seasonal staff return.

17. Set Tentative Meeting Dates/Times for: December 2, 2013 at 1:00 p.m.

18. Adjourn – **Motion by Kelly, seconded by Morse to adjourn meeting at 2:30 p.m. Motion carried 4-0.**

**JEFFERSON COUNTY PARKS COMMITTEE MINUTES**  
**JEFFERSON COUNTY COURTHOUSE**  
**311 S. Center Avenue, Rm 202**  
**Jefferson WI 53549**

November 11, 2013 @11:00 a.m.

Committee: Glen Borland, Mike Kelly, Ed Morse, Steve Nass, Augie Tietz

1. Call to Order - The meeting was called to order by Chairman Borland at 11:00 a.m.
2. Committee members present: Borland, Kelly, Morse, and Tietz. Others present: Joe Nehmer, Kevin Wiesmann, John Molinaro, Bill Ehlenbeck joined the meeting at Harnischfeger Park at 1:30 p.m. Absent: Steve Nass
3. Certification of Compliance with the Open Meetings Law – In compliance
4. Review of the Agenda – No changes to the agenda.
5. Public Comment - None
6. Leave Courthouse at 11:00 a.m. to tour Watertown Outboarders Clubhouse at County HWY Y, Watertown at 11:30 a.m.
7. 11:30 a.m. – 12:00 p.m. tour clubhouse  
Arrived at Watertown Outboarders property at 11:33 a.m. and toured the clubhouse facility. Molinaro commented that the building should be rented out to a private business. A question was asked as to what the yearly utility bills were and what the DNR would allow us to do. Morse requested a property description.
8. Depart at 12:00 p.m. to travel to Watertown for lunch
9. 12:10 p.m. – 1:00 p.m. lunch
10. Departed at 1:00 p.m. for Harnischfeger Park, W3048 Crawfish Road, Ixonia. Arrived at 1:30 p.m. to tour park until 2:00 p.m.  
Bill Ehlenbeck, Dodge County Parks, met the group at Harnischfeger Park and gave a tour of the clubhouse and answered questions from the committee. Ehlenbeck noted that reservations are increasing every year. He also gave committee members the following informational brochures:
  - a. Shelter & Clubhouse Rentals
  - b. Harnischfeger Park Reservation form
  - c. Reservation Policy
  - d. 2013 Clubhouse use
11. Left park at 2:00 p.m. for Jefferson
12. Arrived back at the Courthouse at 3:00 p.m.
13. Adjourn

**Motion made by Tietz, seconded by Kelly, to adjourn at 3:00 p.m. Motion carried 4-0.**

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## Mason log home hits goal

By Lydia Statz, Union staff writer | Posted: Tuesday, November 5, 2013 10:27 am

JEFFERSON — Fifteen months after kicking off their fundraising drive, members of Fort Atkinson's Mason family on Monday presented a \$25,000 donation to the Jefferson County Parks Department for the restoration of their ancestors' log home.

Mona Mason and her sons, Jeff and Jay, announced in September 2012 that they would match up to \$25,000 in community contributions donated toward restoring a two-story log home built in the 1850s in what is today Dorothy Carnes County Park. The goal was to help spur enough community donations to raise a total of \$50,000, covering the cost of the restoration.

However, by reaching out to Mason family members in Texas, the grand total reached approximately \$60,000, which the family hopes will cover the entire cost of the restoration.

The family of Tom Mason, Jeff's uncle and a Fort Atkinson native, donated an additional \$10,000 toward the project, pushing the effort above and beyond the family's original goal. Tom is a family history buff and was more than happy to contribute toward the project, Jeff said.

The project also served as a memorial to Jerry Mason, Jeff and Jay's father, who with his brother is a direct descendent of the cabin's original inhabitants.

"We're happy that we're through it and we've got the money raised. We're excited about the project and the park. It's a good feeling," said Jeff Mason. "We're really glad that the community supported us, too. People are finding out about this and getting excited about it."

Originally constructed in the 1850s, the Mason log home was discovered in 2004 when the county purchased the land on which it was built as an addition to Dorothy Carnes County Park. As Parks Department employees began dismantling a farmhouse on the site, they discovered an original log structure inside, preserved by the house built around it.

About two-thirds of the original structure was still intact, enough to bring work to a halt until further research yielded some answers.

In the late 1830s, Elias Mason's children from his first marriage came to Fort Atkinson from Massachusetts, following the founding of the Rock River Land and Claim Company that first helped to develop the area. Approximately 10 years later, Elias and his second wife, Lois, followed his children and settled into the area, eventually building the log home on Banker Road, northwest of what today is Fort Atkinson.

The Mason family lived in the home until 1868, when Jeremiah, one of Elias' sons, moved to town. Jeremiah later would become mayor of Fort Atkinson. His diaries are a Mason family heirloom, handed down for generations until finally landing in Mona's hands about 30 years ago.

The remarkably intact structure and diary entries helped convince Parks Department officials this was a structure worth preserving — a project which now is in full force.

To rebuild what was missing, the county is using donated logs from the same era as the home's original wood. The house currently is in the process of being catalogued and rebuilt in the Parks Department's indoor garage. Donated period logs are hewn to the correct shape, combined with the original logs to fill in the holes in the structure, then fitted tightly together, all using historically-accurate tools. The logs are numbered to be dismantled again and rebuilt on the original site, like one giant, precise set of Lincoln Logs.

Weismann estimated that the home might be reconstructed on the original site by the spring of 2014.

Eventually, the plan is to use the building as a public history exhibit, with Jeremiah's diary entries on display, along with period furniture, tools, maps and other items that help to explain life on an 1850s homestead.

But restoring a 160-year-old structure is no easy task, and it doesn't come cheaply. Estimates for the entire restoration run around \$70,000, helped through the use of volunteer labor and donations from contractors.

Therefore, the Mason family, inspired by the rediscovery of this tangible piece of their family history, pledged its support of the project in the form of a challenge grant. Jeff, his mother, Mona, and brother, Jay, decided to match donations up to \$25,000 — for a total of \$50,000 toward the project — in order to fund the restoration without any cost to the taxpayer.

Money was raised through various means, including a widespread letter-writing campaign that garnered hundreds of donations and two annual events at the homestead called the Mason Jar Jamboree, where visitors took part in historical activities, listened to live music and enjoyed the park's natural setting.

"It's fun to connect the beauty of the land to the historical significance of what we were able to find and what was preserved, and then to dovetail that with diaries and what life was like back then," said Jay Mason. "It's a pretty complete picture, and it's pretty cool."

Jefferson County Parks Director Joe Nehmer said traditionally the county's parks system has been built on generous donations from pledges like the Masons'.

"It's how the entire parks system has been built, with individuals coming forward, they see the vision in it, and they start it, and the community gets in line with it," Nehmer said. "A lot of people are necessary to bring this through, but it always starts with a generous family donor. We usually have seen it with land, now you see it with a project or building, like the Masons."

Nehmer cautioned, however, that the fundraising efforts do not mark the end of the project, as the restorations and maintenance of the cabin will be ongoing.

"When it's up, it will be the start of the beginning, really," he said of the log home.

Mona Mason said that even though she married into the Mason family, she is pleased to be able to leave this legacy of the family history. She fondly remembered her husband's aunt, Leone Mason McGowan, who for many years was family historian.

“I keep thinking of his aunt, because she’s the one who did so much to keep everything together, and I think, ‘I hope she’s looking down and smiling and aware,’ because she would just be overjoyed to think this is what has come about,” Mason said.

Persons who are interested in volunteering or donating toward the restoration for the log home project may contact the Jefferson County Parks Department at (920) 674-7260.



**JERRY B. MASON FAMILY TRUST**  
1251 JANETTE ST.  
FORT ATKINSON, WI 53538-1526

11/4 2013

**1012**  
79-217759

Pay to the  
Order of Jefferson County Parks Dept \$ 20,000<sup>00</sup>  
Twenty Thousand DOLLARS

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BANK AT HOME

Fort Atkinson, WI 53538  
Offices in Jefferson, Johnson Creek, and Sullivan

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# Mason log home hits goal

By Lydia Statz  
Union staff writer

**JEFFERSON** — Fifteen months after kicking off their fundraising drive, members of Fort Atkinson's Mason family on Monday presented a \$25,000 donation to the Jefferson County Parks Department for the restoration of their ancestors' log home.

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However, by reaching out to Mason family members in Texas, the grand total reached approximately \$60,000, which the family hopes will cover the entire cost of the restoration.

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The project also served as a memorial to Jerry Mason, Jeff and Jay's father, who with his brother is a direct descendent of the cabin's original inhabitants.

"We're happy that we're through it and we've got the money raised. We're excited about the project and the park. It's a good feeling," said Jeff Mason. "We're

(Continued on page 10)



**CABIN FEVER** — The Mason family of Fort Atkinson presented a \$25,000 donation to the Jefferson County Parks Department Monday. The family pledged in September 2012 to match up to \$25,000 in community contributions toward the restoration of the Mason log home, located on land now in the Dorothy Carnes County Park. The home was built by the Masons' ancestors in the 1850s and was inhabited by Jeremiah Mason, a future mayor of Fort Atkinson. The cabin was discovered on the land in 2004 when parks employees were clearing existing structures. Shown above, Mona Mason presents a check for \$25,000 to Jefferson County Parks Director Joe Nehmer, surrounded by, from left to right: Jeff Mason; Kevin Wiesmann, parks operations supervisor; Jay Mason; and Kim Bucholz, parks program assistant. At right, Jeff and Jay Mason inspect the restoration of the cabin. Related photos appear on page 10. — Daily Union photos by Lydia Statz.





**LOG RESTORATION** — Members of the Mason family completed their fundraising drive recently, and presented a \$25,000 donation to the Jefferson County Parks Department on Monday. The donation will help the department with the restoration of the Mason log home, discovered at Dorothy Carnes County Park in 2004. The home was built by the Mason family ancestors in the 1850s, and is being restored by the Parks Department for use as a living museum. It is being rebuilt with period-correct techniques and assembled inside the department's workshop, and will eventually be disassembled and reconstructed permanently on the original lot again. Shown above, Mona Mason and her sons, Jeff, left, and Jay, inspect the home and volunteers' craftsmanship as they discuss how their ancestors lived. At left, Kevin Wiesmann, county parks operations supervisor, explains the home's construction and the challenges of the restoration to the Masons. Related photos and a story appear on page 1. — Daily Union photos by Lydia Statz.

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**TENTH ANNIVERSARY** — Area dogs and their owners gathered Saturday to celebrate the Jefferson County Dog Park's tenth anniversary. A brief ceremony, complete with refreshments for both two- and four-legged animals, recognized the park's contribution to the community, as well as the efforts of the people who worked to make it a reality. Shown here, clockwise from top left, are some scenes from the event: Attendees thank Jefferson County Parks Department director Joe Nehmer and the rest of the park's staff for 10 years of administering and maintaining the park; Benji Shoaf, 2, finds a new furry friend during the ceremony; Kim Bucholz, Parks Department program assistant and member of the "Friends of the Jefferson County Dog Park" organization, hands out slices of "birthday cake" for the park's milestone; An owner and his dog enjoy the treats passed out after the ceremony; Joe Nehmer, left, thanks the people who have helped the park grow over the past decade, including members of the Friends of the Dog Park, and the six main founding members, three of whom were present Saturday; Margaret Majors, who helped raise more than \$10,000 to found the park in 2003, speaks about the park's contribution to the community and importance for area dog lovers; Marcia and Dave Miller, also founding members, enjoy the ceremony with their dogs, Eli and Sawyer. Related photos appear on page 1. —Lydia Statz photos.





**DOG YEARS** — Area residents gathered Saturday to celebrate the tenth anniversary of the Jefferson County Dog Park. Above, Marcia and Dave Miller pose with their dogs, Sawyer, left, and Eli. Sawyer was featured 10 years ago in fundraising materials for the park. At right are three of the park's original founders: Miller, Chris Cluver and Margaret Majors. Related photos appear on page 14.



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## Peters builds fish line recycling receptacles

By Ryan Whisner, Daily Union regional editor | Posted: Friday, November 8, 2013 10:50 am

Birds, fish and other animals around Jefferson County waterways should be safer from at least one environmental hazard, thanks to a 17-year-old Fort Atkinson High School senior who is nearing his goal of becoming an Eagle Scout.

Nick Peters, a member of Boy Scout Troop 131, recently completed his Eagle Scout project of installing fishing line receptacles in locations around the county.

Discarded monofilament fishing line can present serious environmental problems. It is extremely difficult to spot when submerged in water, and fish, birds and other marine life can easily become entangled, causing starvation, amputation and even death. Line and hooks placed in the receptacles will be recycled.

Former Fort Atkinson Wisconservation Club President Ron Langelier introduced the concept of creating a fishing line receptacle that would collect fishing line and could be placed all over the community. He came up with the design, which he hopes to spread to other Boy Scout troops around the state.

The idea interested Peters, as both he and his father are avid anglers. Within a week of contacting Langelier about the project, Peters met with the Fort Atkinson Wisconservation Club to begin seeking funding.

He ultimately raised approximately \$900 to complete the project. The primary financial support came from the Fort Atkinson Wisconservation Club, with other contributors including Brightside Pet Clinic, Tuttle's Pharmacy, Heart of the City, Rock River Canoe Co., Uncle Josh Bait Co., Slewfoot Signs, the Fort Atkinson Parks and Recreation Department, the Jefferson County Parks Department and Bergey Jewelry.

When able to, he attempted to obtain materials locally.

The receptacles are made of 4-inch wide pieces of PVC pipe cut down to 34-inch sections. Pieces are glued together with the endcaps and elbow pipes using PVC cement and then connected to a wood post.

Originally, Peters was planning to paint the receptacles red. However, some people suggested that others might find that out of place or offensive. So instead, he added some red and blue duct tape, providing a more patriotic color scheme.

"I really like how they turned out," Peters said.

Among the friends and volunteers who assisted him with the project were Hacki Dahari, Chris McNelis, Madison Linder, Bob Cheek, Steve Mode and Josh Gilbert.

Jefferson County Parks Supervisor Kevin Wiesmann assisted in organizing placement of the receptacles in county locations. In Fort Atkinson, Parks and Recreation director Scott Lastusky provided assistance.

To date, 15 fishing line receptacles have been placed around Jefferson County. Peters said he has materials for others to be made, as well.

Six of the fishing line receptacles were placed in Jefferson County Parks. They include Burnt Village Park on County Highway N in the Town of Hebron; Carlin-Weld Park on County Highway Z in the Town of Palmyra; Kanow Park on Rock River Road in the Town of Ixonia; Lower Rock Lake Park on County Highway B and Rock Lake Road in the Town of Lake Mills; Rock River Park on County Highway B in the Town of Aztalan; and Rome Pond Park on County Highway F in the Town of Sullivan.

Two others are installed around Rock Lake in Lake Mills, with one at Sandy Beach and another at Mill Pond.

Another seven receptacles have been placed in the Fort Atkinson area. Peters said one each was placed in Bark River Nature Preserve near Haumerson's Pond, near the Klement Parkway boat launch and along the riverwalk on the east portion of Lorman Bicentennial Park.

Another four receptacles are located along Riverside Park, the greenspace on the north side of the Rock River stretching from the pedestrian bridge to around Lucille Street.

The fishing line receptacles will be monitored by volunteers, with spent line boxed and returned to the Pure Fishing Company for recycling. Hooks and braided line will be separated and also recycled.

Since 1990, the Berkley Conservation Institute, a division of Pure Fishing Company, has recycled more than 9 million miles worth of fishing line. BCI was developed to support conservation and angler recruitment efforts. It cooperates with fishing groups, conservation organizations, customers and other industry partners to protect fishable waters.

The son of Kris and Rebecca Peters, Peters has been involved in scouting since around age 12, starting as a Webelo and continuing through all the ranks that scouting offers.

Eagle Scout is the highest rank attainable in the Boy Scouting program of the Boy Scouts of America (BSA). Since its introduction in 1911, the rank has been earned by more than 2 million young men.

Requirements include earning at least 21 merit badges and demonstrating scout spirit through the Boy Scout oath and law, service and leadership. This includes an extensive service project that the scout plans, organizes, leads and manages. Eagle Scouts are presented with a medal and a badge that visibly recognizes their accomplishments .

"The road to Eagle Scout is a difficult one," Peters said.

Starting out at the Scout rank, through physical requirements and earning merit badges, the scout climbs through Tenderfoot and Second Class to First Class. Then the scout advances to Star, which requires the scout to spend time in a position of responsibility. Peters served as a den chief for a Cub Scout troop.

Advancing from Star, a scout goes on to Life rank, which is when he makes the final choice for his Eagle Scout project, along with earning additional merit badges.

Peters has not officially earned the recognition of Eagle Scout yet, though he hopes to have the process completed before the end of the year. Upon graduation next spring, he plans to enlist in the U.S. Air Force.

He said the fishing line recycling project has been difficult, but rewarding.

“An Eagle Scout project offers a lot of growth,” Peters said. “Regardless of what project you do, you are going to be talking to people, doing speeches and learning new things. It is such a learning process that everybody should get a chance to do.”

From the initial steps, he said, it is an opportunity to use all the skills obtained through scouting and takes a lot of responsibility.

“With an Eagle Scout project, it is important to never give up,” Peters said. “It is really nice to see that this project and Mr. Langelier’s plan was successful. It has definitely been a long road.”



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# Jane Stanger

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**From:** Joe Nehmer  
**Sent:** Monday, November 11, 2013 9:05 AM  
**To:** Jane Stanger  
**Subject:** FW: STH 26 Glacial River Trail  
**Attachments:** Trails Fort to Watertown.pdf; Trails Janesville to Fort.pdf

December Parks Committee correspondence.

**From:** Fredrick, Christopher - DOT [<mailto:Christopher.Fredrick@dot.wi.gov>]  
**Sent:** Friday, November 08, 2013 1:08 PM  
**To:** Joe Nehmer  
**Cc:** Jane Stanger; Kim Buchholz - Parks; Kevin Wiesmann  
**Subject:** RE: STH 26 Glacial River Trail

Hi Joe,

I would be glad to come and speak with Jefferson County Parks Committee about the Glacial River Trail. Unfortunately, I will be unable to come on December 2<sup>nd</sup>. We tried to line up another speaker that could talk on the topic but they are unable to come on that date. Is it possible to reschedule to another time?

We also found some maps that may be beneficial for your use. Please see attached.

Thanks,

**Chris Fredrick P.E.**

Senior Project Development Engineer  
WisDOT - DTSD - SW Region  
2101 Wright Street - Madison, WI 53704  
Office: 608-245-2632  
Cell: 608-516-7129  
[christopher.fredrick@dot.wi.gov](mailto:christopher.fredrick@dot.wi.gov)

**From:** Joe Nehmer [<mailto:JoeN@jeffersoncountywi.gov>]  
**Sent:** Tuesday, November 05, 2013 1:56 PM  
**To:** Fredrick, Christopher - DOT  
**Cc:** Jane Stanger; Kim Buchholz - Parks; Kevin Wiesmann  
**Subject:** RE: STH 26 Weekly Construction Update for Week of November 4th

Hi Chris,

The Jefferson County Parks Committee wonders if you would be available to speak to them about the STH 26 project at their next meeting. They would specifically be interested in hearing about the interface of the road project and the Glacial River Trail. Their next meeting is scheduled for Monday, December 2, 2013 at 1:00 PM in the room 202 of the Jefferson County Courthouse. Your presentation, along with questions and answers, should not require more than 30 minutes of your time.

Please let me know if this will work with your schedule.

Thanks,

Joe Nehmer, Director  
Jefferson County Parks Department

**From:** Fredrick, Christopher - DOT [<mailto:Christopher.Fredrick@dot.wi.gov>]  
**Sent:** Friday, November 01, 2013 4:28 PM  
**Subject:** STH 26 Weekly Construction Update for Week of November 4th

To all,

This is the weekly construction update for the STH 26 project between CTH N in Rock County and BUS 26 Interchange to Fort Atkinson in Jefferson County. The schedule mentioned in this email is a preliminary schedule and is subject to change based on weather and other site conditions.

The schedule for the week of November 4th includes:

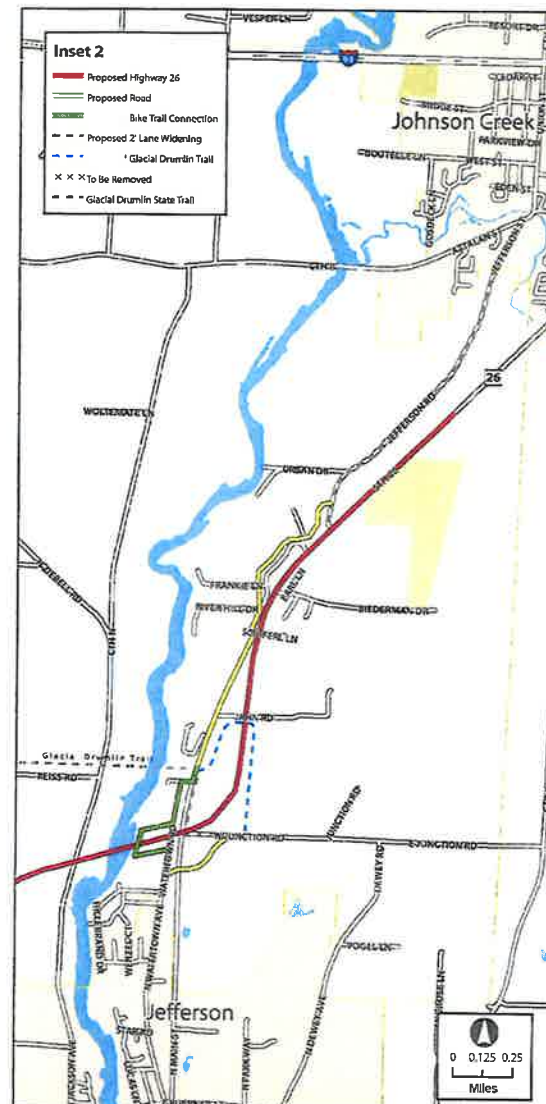
- Access to STH 26 from Koshkonong Lake Road will be closed starting Monday November 4<sup>th</sup>. See attached map for alternate routes.
- Traffic has been switch to the newly built lanes on Friday November 1<sup>st</sup>.
  - Residents north of Pond Road should relocate their mailboxes and address signs to their new driveways. Please coordinate mailbox location with the post office and address sign location with the township.
- Pavement removal will begin on the former STH 26 lanes.
- Grading will begin on the jug handle west of STH 26 by Koshkonong Lake Road and Old 26 Road.
- The Fort Atkinson Glacial River Trail will remain closed. See map provided in prior correspondence for details relating to this closure. The trail will be reopened when gravel path has been completed. Path is anticipated to be open on Monday November 4<sup>th</sup>.

If you know anyone that would like to be included in these weekly emails or you would like to be removed, please contact me at [Christopher.Fredrick@dot.wi.gov](mailto:Christopher.Fredrick@dot.wi.gov) or stop by the field office located at 1141 E. High Street in Milton. The field office phone number is (608) 868-2055.

Thank You,

**Chris Fredrick P.E.**

Senior Project Development Engineer  
WisDOT - DTSD - SW Region - Madison  
Field Office: 608-868-2055  
[christopher.fredrick@dot.wi.gov](mailto:christopher.fredrick@dot.wi.gov)



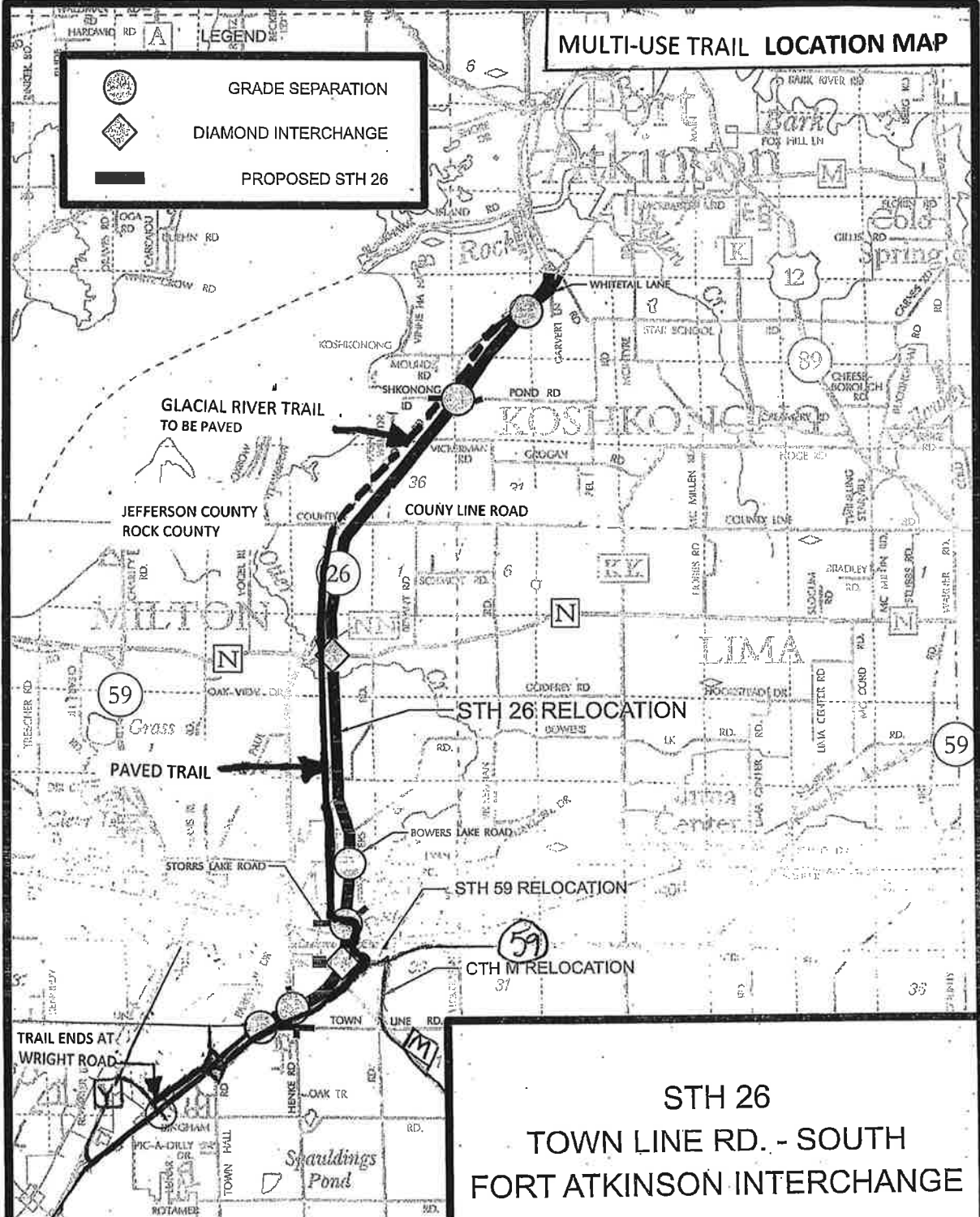
# Jefferson County Bikeway Plan

## Highway 26 Improvements

# MULTI-USE TRAIL LOCATION MAP

**LEGEND**

- GRADE SEPARATION
- ◆ DIAMOND INTERCHANGE
- PROPOSED STH 26



**STH 26  
TOWN LINE RD. - SOUTH  
FORT ATKINSON INTERCHANGE**

7f

N761 Waubunsee Trail, #3

Ft. Atkinson, WI 53538

November 7, 2013

Jefferson County Department of Parks and Recreation

311 S. Center Avenue,

Jefferson, WI 53549

Enclosed please find our gift in appreciation of your wonderful bicycle trails. Both the Glacial River Trail and the trail between Fort and Jefferson are frequent sources of good times for us during the bike riding season.

Please use these funds for whatever you think are important improvement priorities on the trails this year.

Sincerely,

Wayne & Mary

Wayne and Mary Russell

PS: Please arrange for a long riding season, with mild weather lingering on in November. You can do that, can't you?

79

## NORDICSKI

### WHO I AM

John Raub, owner 2 Rivers Bicycle and Outdoor a Jefferson County small business, locations in Fort, Watertown

### ISSUE

Amendment proposing the elimination of \$40,000 from our budget. The \$40,000 was intended to purchase a cross country skiing grooming unit for our park system. This would allow us to do an acceptable job on our 17.7 miles of ski trails. Our current unit is too small to do the job well.

### WHY IT MATTERS

#### \*\*General

- To attract skiers, retain new folks and to gain a reputation, you need quality ski grooming equipment.
- We sold 120 ski/snow shoe rental packages in 2012/13, our first year; free ski clinic
- We are a seasonal business and everything helps
- we saw young kids getting active, we reintroduced adults to the sport

#### \*\*Tourism

- paddling rental example (200+ rentals, primarily folks from outside of Jeff County) = tourism dollars
- article in Milwaukee Journal Sentinel highlighting the paddling in the county, rental call exploded
- we haven't scratched the surface
- Annual American Birkie in Cable/Heyward has a cap of 10K + skiers, it is a popular sport in the Upper Midwest

#### \*\*Vision

- world class nordic skiing with a feature park where we host events, potentially fund raise for a snow making machine so snow fall isn't an issue
- great family events, park fundraisers
- big tourism draw

### HOW WE CAN HELP

- will committ resources to help groom, with training, for trails near our stores to ease impact on department labor time and dollars
- we will market the ski facilities heavily in the same fashion we have done with the paddling

### CONCLUSION

- I realize this is a big committment, but as we work to diversify our economy, this can help pull in visitors in the cold weather months as well as get residents of our county outside and active in the winter
- Please invest in a quality piece of equipment that will create great trails, increase department productivity and will hold up under use over the years
- Thank you

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## Donations for Crawfish park sought

By Pam Chickering Wilson, Daily Union staff writer | Posted: Wednesday, November 13, 2013 9:25 am

JEFFERSON — A new rustic county park along the Crawfish River could be a reality by the end of the year if community donors meet a swift-approaching deadline to raise \$56,000 for the project.

The opportunity came about after the State Highway 26 bypass isolated 17 acres of land along the Crawfish River, where Voeltz Implements once stood just west of Jefferson.

The new Glacial River Trail from Jefferson to Fort Atkinson borders this piece of property, which currently is owned by the Wisconsin Department of Transportation.

Now, the state is ready to sell the land and has offered Jefferson County first dibs for the asking price of \$56,000. The Jefferson County Board of Supervisors approved the purchase, but only if community donors come up with the funds by the state's Dec. 31 deadline.

In the past two years, a Jefferson County Parks "Friends" group has been forming in support of establishing the rustic Crawfish River Park, and now it has taken up the responsibility of fundraising toward this purchase.

Numerous other organizations, businesses and individuals have stepped up to promise not only initial donations, but also ongoing support and assistance in maintaining the park should it become a reality.

Several other community organizations also are taking a role, including the Jefferson Kiwanis Club, Jefferson Lions Club and Jefferson Rotary Club (which is cleaning the adjacent bike trail in cooperation with the Fort Atkinson Rotary Club) and the Jefferson Lions Club.

The Jefferson County Master Gardeners has offered help doing native plantings at the new park, if it is established.

2 Rivers Bicycle and Outdoor also has offered assistance in trail development. The Jefferson High School agriculture program has expressed interest in doing projects on site, and the high school administrators said they see the park site as a location for potential service projects.

The Jefferson Chapter of Ducks Unlimited has promised to provide wood duck boxes on site, and the Glacier Heritage Trail Paddlers organization has pledged to install a canoe and kayak landing area. In addition, the Rock River Trail Initiative has volunteered to assist through consulting.

Even a family foundation has stepped up to match every dollar raised in order to purchase the park for the county.

However, if supporters do not raise \$56,000 by the end of the year, the state will open up the purchase opportunity to everyone, and the opportunity could be lost, said Andy Didion, who is heading up the fundraising campaign.

“If that happens, this would probably be developed by private owners and would be lost to public use,” Didion said.

Didion noted that the park could be a wonderful natural resource for the Jefferson schools, with three schools located within walking distance (the high school, middle school, and West Elementary School.)

The fundraiser said supporters of the park would like to see it preserved as a rustic area (without buildings) and used as an educational and recreational area for the local community and visitors to the area.

The park includes a variety of different environments, with lowlands and highlands, wetlands, a raised path, old-growth trees, two ponds and meadows. There already are trails on the property.

Some of the property floods during the spring, which brings with it an interesting ecosystem, but also would require some maintenance to make sure the trails stay clear.

Didion said that backers are looking to enhance wildlife habitat and viewing in the area and to create a picnic and overlook that ties into the Glacial River Trail.

An account for the potential park has been established through the Jefferson Community Foundation, under Friends of Jefferson County Parks.

Didion said he hopes to raise money not only for this project, but also for other county park needs.

If this park does become a reality, there are lot of opportunities for community projects there, such as eliminating buckthorn and other invasive “weed” plants, improving habitat, repairing the existing fishing platform, saving and planting native trees, and providing more low-impact recreational opportunities.

Due to the number of groups that have stepped up to offer their services maintaining and improving the park, the cost to the county to add the Crawfish River Park to its parks system would be minimal, Didion said.

“There are lots of people who are willing to help out, but what the friends groups do would be directed by the county parks department,” Didion said.

He said that the proposed park already is seeing a lot of use, as local people discover the trails, launch their canoes from the property and scope out the wildlife.

“It’s a beautiful view of the river,” Didion said. “I’ve been through here on a mountain bike and there are always geese and ducks around. I’ve seen turkey, deer, and black swans out here. I also see people walking their dogs through the area or (inline skating) on the bike trail.”

“This would be a real addition to the county park system,” said Joe Nehmer, Jefferson County parks director. “It’s located really close to the City of Jefferson and has lots of opportunities for people to enjoy fishing, an educational area, trails, canoeing and kayaking, and native plantings.”

Nehmer said that the county is very grateful to the friends group that has sprung up to promote this park, and once it is purchased, to support its maintenance and operation.



“Generously, the friends group has talked about volunteers doing the upkeep for the park, so this would be run at practically no expense to the county,” Nehmer said. “It’s a win-win for the public, but the clock is ticking on the fundraising effort.”

Nehmer noted that this is not the first time Didion and another major supporter, Steve Lewis, have teamed up to bring together coalitions of community groups and citizens to back a public effort like this one.

“They have been real citizen leaders,” Nehmer said. “This is no small task, and there is nobody more capable of leading this effort than they are, but they need help, and they need it now.

“This is the time to step forward to support this project for the enjoyment of people, for the county’s economic development and recreation and to preserve this land for the future,” Nehmer added.

For more information, visit the website at [crawfishriverpark.com](http://crawfishriverpark.com). To contribute, people may write out checks to the Friends of Jefferson County Parks. Money may be earmarked for the Crawfish River Park campaign.

Donations can be sent to the Jefferson Community Foundation, Friends of Jefferson County Parks c/o Crawfish River Park, P.O. Box 81, Jefferson, WI, 53549.

If people wish, they also may send funds for the campaign directly to the Jefferson County Parks Department, Room 204, Jefferson County Courthouse, 311 S. Center, Jefferson, WI, 53549.

# Donations for Crawfish park sought

By Pam Chickering Wilson  
Union staff writer

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Several other community organizations also are taking a role, including the Jefferson Kiwanis Club, Jefferson Lions Club and Jefferson Rotary Club (which is clean-

(Continued on page 9)



**PARK PLACE** — Jefferson County has a unique opportunity to purchase land along the Crawfish River that could be transformed into a new rustic park. The State of Wisconsin is selling the 17 acres for \$56,000, and the county is being given first dibs if parks "friends" can raise that amount for the purchase. The land is where Voeltz Implement once stood west of Jefferson, isolated by construction of State Highway 26 bypass. The Glacial River Trail from Jefferson to Fort Atkinson borders this piece of property, shown here. Above, Andy Didion, who is spearheading the fundraising effort, stands by the trail in the proposed park. Related photos appear on page 9. — Daily Union photos by Pam Chickering Wilson.



# Crawfish park fund



**NEW PARK?** — When the State Highway 26 bypass was built around Jefferson, a 17-acre chunk was left isolated where Voeltz Implement formerly was located. The State of Wisconsin is offering the land to Jefferson County for \$56,000, if that money can be raised by the end of the year. Shown here are scenes from the potential park, with Andy Didion, who is spearheading the fundraising effort, explaining plans. A related story and photos appear on page 1. — Daily Union photos by Pam Chickering Wilson.



(Continued from page 1)  
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"This would be a real addition to the county park system," said



November 14, 2013

Joe Nehmer, Director  
Jefferson County Parks Department  
320 South Main Street, Rm. 204  
Jefferson, WI 53549



Subject: Retroactivity for Knowles-Nelson Stewardship Funding  
Purchase of 19 acre Parcel  
NE ¼, NE ¼, S9, T-6N, R14 E  
Jefferson W/Koshkonong N

Dear Joe:

Based on our phone conversation and request for a letter of retroactivity, the Department of Natural Resources hereby grants a "Waiver of Retroactivity" to Jefferson County for the planned acquisition of a 19 acre parcel, in the NE ¼, NE ¼, S9, T-6N, R14E, Townships of Jefferson W and Koshkonong N, Wisconsin. This waiver anticipates a Stewardship grant application will be submitted to DNR during the 2014-15 grant cycle.

This waiver of retroactive property acquisition is subject to the following conditions:

1. Granting of this waiver means only that the project will not be disapproved because the sponsor initiates or completes the project prior to grant approval. The sponsor must follow required state land acquisition procedures to be eligible for funding. Please note: we recommend that a copy of any proposed offer, or option to purchase, be submitted for our review and comments prior to signature.
2. If state cost-sharing assistance is granted for the acquisition of this property, the deed to the land must be restricted with the state Stewardship grant program conditions. State cost sharing under the Knowles-Nelson Stewardship fund cannot exceed 50% of the approved certified value or the purchase price, whichever is less, plus certain other eligible costs such as appraisal fees.

By the acceptance of this deed, the sponsor, for itself and its successors and assigns, hereby covenants and agrees not to convey, sell, lease, assign or mortgage the premises herein described or convert it to uses that are inconsistent with the Wisconsin Department of Natural Resources' Stewardship Program described in Chapter 23, Wisconsin Statutes and Chapter NR 51, Wisconsin Administrative Code and Grant Agreement (xxx) by (xxx) on (date) without prior written approval of the Secretary of the Department of Natural Resources, her designee, or any successor.

3. This waiver will expire on July 30, 2015.

Please contact me with any questions regarding this letter or the Stewardship grant program at (608) 275-3322 or [Mary.Rothenmaier@wisconsin.gov](mailto:Mary.Rothenmaier@wisconsin.gov). We look forward to receiving your application.

Sincerely,

A handwritten signature in black ink that reads "Mary Rothenmaier". The signature is written in a cursive, flowing style.

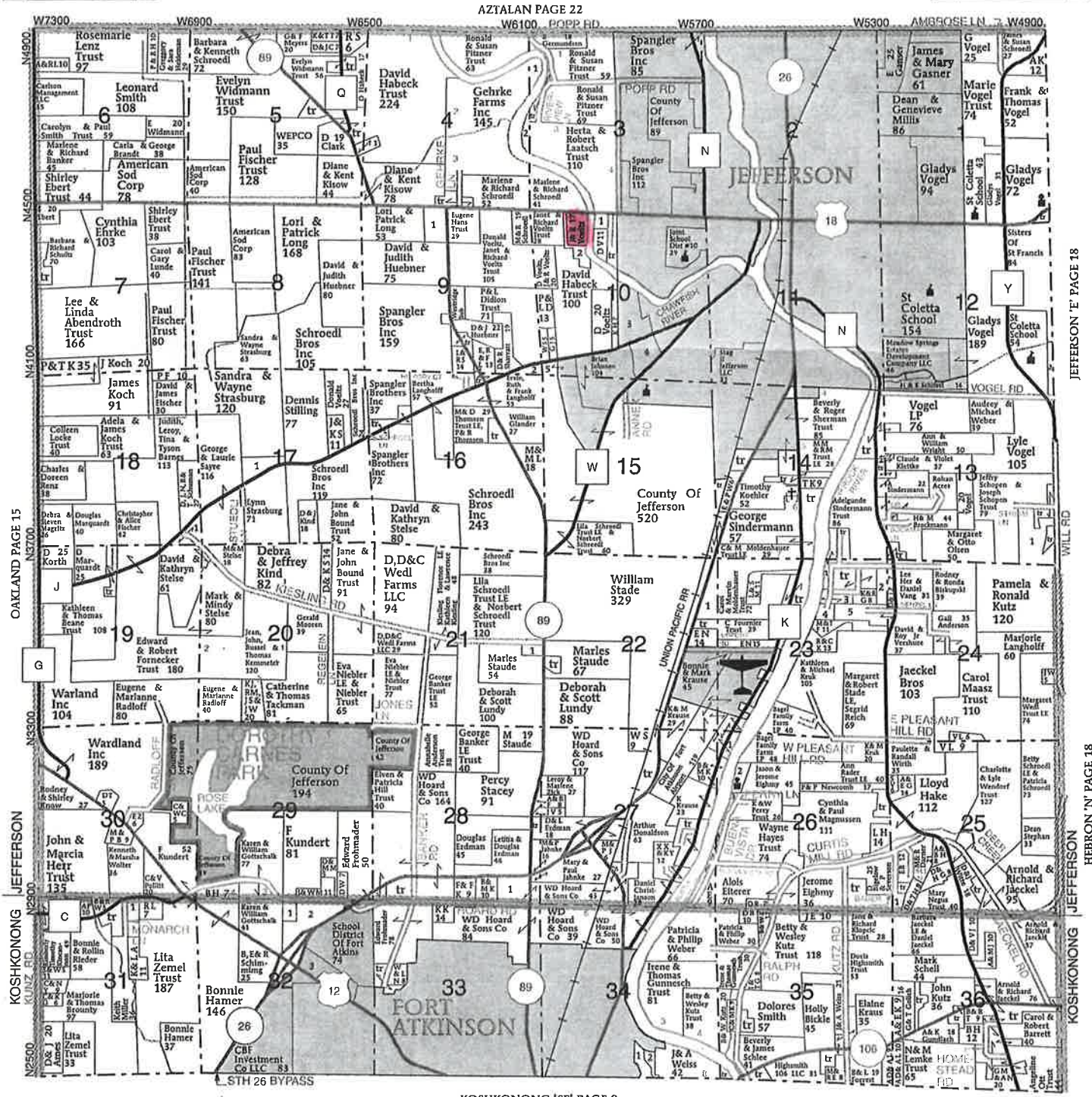
Mary Rothenmaier  
Stewardship Grants-Local Government

# JEFFERSON W/KOSHKONONG N

## T-6-N • R-14-E

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See Pages 77-79 For Additional Names.



KOSHKONONG 'SE' PAGE 9

**AMERICAN FAMILY INSURANCE**  
 SHERRY A. LANGE  
 SHERRY A. LANGE AGENCY  
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Nov 17, 2012



artwork by Ava

Dear Parks Dept -

Please accept this donation towards the proposed Crawfish Parks.

The Crawfish river is a wonderful place to enjoy and learn about Nature.

I am so proud of Jefferson County Parks Dept. It is a jewel and something to really be proud of.

Sincerely,

Jeff Hammon DVM



**FROSTY ROCK CHALLENGE** — A total of 252 runners participated in the inaugural Frosty Rock Challenge Saturday. The event was presented by the Fort HealthCare programs of Integrated Family Care, Orthopaedic Associates and Therapy & Sport Center. Runners had the option of a 12K mixed-course race that went through oak savannah, past the marshes and wetlands and over the prairie of Dorothy Carnes County Park. For those who aren't off-roaders, there was a 5K road race in which walkers also were welcome. The event was a benefit for Tomorrow's Hope, whose mission it is to foster health-related research, education and support activities that have a direct impact on individuals in the local healthcare service area touched by Alzheimer's, cancer, diabetes, heart disease, seizure disorder and other life-limiting illnesses. Awards were presented to the top three finishers in each of the following divisions: 12K men: Joel Tortomasi, 45.55.7; Peter Sell, 49.17.1; and Ryan Hanson, 51.23.8; 12K women: Kimberly Leal Tortomasi, 49.10.7; Libby Haasch, 55.51.9; and Ann Heaslett, 57.15.7; 5K female: Sara Weisman, 22.08.5; Jenna Lovejoy, 23.01.7; and Kristin Kutz, 23.27.2; 5K male: Sam Gront, 17.50.2; Luke Burlingame, 18.44.3; and Cody Helgesen, 20.50.2. Winners received a handmade Frosty Rock Challenge commemorative mug created by artist Peter Beck. Pictured here, clockwise from above left, are scenes from the event: Runners start their journey on the road for the 5K race; The longer trek of the 12K racers, including Sam Fisher in white and Patrick Rogan, begins; Peter Sell, Kimberly Leal Tortomasi, Bill Gillmore and Joel Tortomasi lead the pack out of gates in the 12K event; The 5K event included a run and walk option for participants; Joe Cooper and Heather Schneider cross the finish line after a long trek; Runners register for the event Saturday morning. Related photos appear on page 1. — Photos by Christine Spangler, Ryan Whisner and Michelle Whisner.







**COLD FEET** — Fort HealthCare held its inaugural Frosty Rock Challenge in Fort Atkinson Saturday morning, with a 12K race through Dorothy Carnes County Park on a mixed course and a 5K road race for those who were not off-roaders. The event was a benefit for Tomorrow's Hope, whose mission it is to foster health related research, education and support activities that have a direct impact on individuals touched by life-limiting illnesses. The Frosty Rock Challenge was sponsored by Fort HealthCare's Therapy & Sport Center, Orthopaedic Associates and Integrated Family Care. Pictured above left, Jill Ditlefsen and Tammy Wenzel reach the finish line in the 5K with smiles. Shown above right, Luke Burlingame, Sara Weisman, Cody Helgeson and Sam Gront start strong in the 5K event. At left, a youngster takes off running with help close behind. Related photos courtesy of...

# Watertown Outboarders to use funds for charitable projects

7L

By Jake Meister jakem@wdtimes.com | Posted: Thursday, November 21, 2013 11:40 am

The Watertown Outboarders will be using all of the \$174,000 the club received from the Wisconsin Department of Natural Resources for the sale of its property for charitable projects. The 6.13-acre property located just south of Watertown along the Rock River was sold after Gov. Scott Walker approved the purchase in July.

Keith Kuerschner, a Watertown Outboarders spokesman, said \$25,000 will be donated to the Wisconsin DNR for a handicap pier along the river at the boat club property. Kuerschner said a similar amount could be donated to Jefferson County Parks for another pier on County Highway B near Johnson Creek.

Jefferson County Parks Director Joe Nehmer said due to the county's new donation policy, the offer will have to first be approved by the Jefferson County Board of Supervisors.

"We are very thankful for the Outboarders' generosity and we believe the county board will be as well," Nehmer said.

The group also plans to give a \$75,000 endowment to the Watertown Area Community Foundation to establish two annual scholarships in the amount of about \$1,500 each. The scholarships could be awarded as early as May of 2014 at the annual high school awards program.

The scholarships would be awarded to students planning to attend a four-year university in the broad field of conservation and natural resource management. Details of the program are still being worked out.

The property, which currently includes a concrete boat launch, multiple piers, a clubhouse, storage facilities and gravel parking lot, has had numerous improvements over the last few decades.

Kuerschner believes one of the club's greatest gifts to the property occurred in the mid-1980s when the current clubhouse was built. The clubhouse that stood before it on the property burned down after a lightning strike.

According to Kuerschner, participation among members hasn't been what it used to be and the expenses of keeping the club in top shape became too great. And with the DNR's offer to maintain river access to the public, the group believed selling the property would be the most prudent decision.

"A lot of the good members who put their hearts and souls into this property have passed away," Kuerschner said.

Kuerschner said the club will decide in March 2014 if they wish to continue or want to disband.

"I have a feeling the hard core members will keep the Outboarders around," said Rodger Schlieff, who has been a member of the group since 1972.

Kuerschner said what he will remember the most about the Outboarders' home is the picnics and community events that have taken place there over the years.

"We've all made a lot of good friends and had a lot of good times there."

# Jane Stanger

---

**From:** Joe Nehmer  
**Sent:** Thursday, October 31, 2013 4:12 PM  
**To:** Jane Stanger  
**Cc:** Kevin Wiesmann; Kim Buchholz - Parks  
**Subject:** FW: ARES/RACES Field Day Exercise - 2014

For December agenda.

---

**From:** Donna Haugom  
**Sent:** Thursday, October 31, 2013 4:11 PM  
**To:** Joe Nehmer  
**Subject:** RE: ARES/RACES Field Day Exercise - 2014

Should not be a problem to wait until December. Thanks

Donna Haugom, Director  
Jefferson County Office Of  
Emergency Management  
[dannah@jeffersoncountywi.gov](mailto:dannah@jeffersoncountywi.gov)  
920-674-7450 (Phone)  
920-674-7122 (FAX)

---

**From:** Joe Nehmer  
**Sent:** Thursday, October 31, 2013 4:06 PM  
**To:** Donna Haugom  
**Subject:** RE: ARES/RACES Field Day Exercise - 2014

Donna – Just getting to this. The agenda for Monday's meeting is already set. Can this wait until December? If not, we'll amend the agenda.

Joe

---

**From:** Donna Haugom  
**Sent:** Wednesday, October 30, 2013 3:15 PM  
**To:** Joe Nehmer  
**Subject:** ARES/RACES Field Day Exercise - 2014

Joe, the ARES/RACES would like to hold their Field Day's Exercise next year on Saturday June 28<sup>th</sup> through Sunday June 29<sup>th</sup> - they would like to have this event at Upper Rock Lake Park in Lake Mills. They will want to be there Overnight (The actual exercise runs from 1:00pm on Saturday to 1:00pm on Sunday but they will want to be there at 8:00am on Saturday to setup) and when Dan Spangler visited the Park the parking lot has landscaping preventing anyone from driving on the Grass BUT there is a locked gate for such purposes and they would request to have access as to facilitate his Trailer, Antenna trailers and other Supplies. They would like to reserve the shelter for the duration of our exercise. Please let me know what you think or if an appearance at the Park's Committee may be the best way to go. Thank you.

Donna Haugom, Director  
Jefferson County Office Of  
Emergency Management  
[donnah@jeffersoncountywi.gov](mailto:donnah@jeffersoncountywi.gov)  
920-674-7450 (Phone)  
920-674-7122 (FAX)

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# Blue Mound State Park "Friends Shelter"

## Operation and Management Agreement Between The Wisconsin Department of Natural Resources And The Friends of Blue Mound State Park

This operation and management agreement for the "Friends Shelter" is a collaborative effort by and between the State of Wisconsin, Department of Natural Resources (hereinafter referred to as the "WDNR"), and the Friends of Blue Mound State Park (hereinafter referred to as the "Friends") for the purpose of creating a format for scheduling events, day to day operations and maintenance of the Friends Shelter.

### **Purpose:**

The Friends Shelter will be operated and utilized on a priority basis for the general enjoyment of all park users, providing access to families, school children, Blue Mound State Park campers and daily park visitors. The primary use of this facility is as an educational and interpretive center to include active and passive education of the cultural, historical and environmental significance of the park and space to provide outdoor education to the public. Secondary uses include WDNR and Friends special events and space rentals as agreed to by the process outlined herein by both WDNR and the Friends.

The project is especially intended to provide a social protective space that ensures park access to users who clearly need the benefits provided by a shelter in order to enjoy the park. The users which this project especially aims to serve may be older, younger, disadvantaged, or otherwise vulnerable and no operational guidelines shall be enacted that would limit the priority, use, and enjoyment of the shelter by such parties.

### **Hours of Operation:**

The opening and closing of the Friends Shelter will be determined by the WDNR property manager based on scheduled and unscheduled uses and is subject to change without advance notice.

### **Space Utilization:**

The Friends of Blue Mound State Park are considered a valuable partner and a resource for the sustainability of the Friends Shelter. This agreement allows the Friends to occupy space on the premises for retail sales and exhibits, storage, and to conduct business matters. The square footage and the location of such space will be determined by mutual agreement between the WDNR and the Friends. Staffing, sales operations to include stocking merchandise and handling funds, and up-keep of this area will be the sole responsibility of the Friends. All business transactions

conducted as a part of these activities is exclusive of the WDNR and solely the responsibility of the Friends. The WDNR must grant prior approval and location of the display and sale of all items. No sales of alcohol, tobacco products, or items that are deemed pornographic or offensive in nature to a general park visitor are permitted.

**Interior Design & Coordination:**

WDNR shall approve all furnishings and exhibit design prior to installation of such items. Input and assistance will be welcomed from the Friends and other collaborating stakeholders; however the final decision will be made by the WDNR.

**Exterior Upkeep:**

WDNR will provide all landscaping, forestry maintenance, and snowplowing services for the Friends Shelter and parking lot. WDNR will provide all necessary grass mowing, weed trimming, brush or tree trimming and general cleaning of the grounds and exterior of the buildings. Schedules for plowing and lawn care shall be as established and controlled by the property manager.

**Segregated Account for Fees and Costs:**

All rental fees shall be utilized first as a means of defraying the operational costs of the building. All rental fees shall be deposited into a State Parks segregated account as they are received. The Bureau of State Parks will provide an expense code specific to this facility, and all costs for operating this shelter shall be expensed directly to that code each fiscal year. Expenses for electricity, propane, sewage disposal, utilities and other direct building service costs (such as cleaning, supplies, and repairs) will be paid from this segregated account.

**Rental Account:**

Blue Mound State park will create and rely on its rental account to provide funds to cover expenses for the shelter that are not provided by the State Parks segregated account. The Friends agree to provide funds to the rental account for the three years covering FY 2014-2016 in amounts equal to the cost of operating the building less segregated funds allocated and rental fees secured. Example: Blue Mound State Park receives a State Park segregated account allocation of \$7,000 for FY 2014. Rentals received are \$5,500 for FY 2014 for a total of \$12,500. The cost of operating and maintaining the building is \$14,000 for FY 2014. Thus the Friends agree to contribute \$1,500 in FY2014.

**Schedule/Calendar/Communication:**

Communication among all parties will be vitally important to the success of the scheduled and unscheduled use of the Friends Shelter. The Blue Mound State Park property manager, or their designated staff, will be responsible for maintaining an accurate calendar of scheduled uses of the building. The Friends must request of the WDNR property manager in writing of any dates they wish to schedule use of the building for meetings or events.

Friends sponsored meetings and events approved by the property manager in advance will be allowed use of the Friends Shelter at no charge. Individual Friends members who wish to use the facility for non-Friends sponsored events must comply with the standard public rental procedure outlined in this agreement.

The primary purpose of the Friends Shelter is for use by the general public and for interpretative programming with a secondary use for space rentals. Recognizing this, the WDNR and the Friends shall determine by October 31<sup>st</sup> of each year all dates the shelter will be available for rentals for the upcoming year. The WDNR reserves the right to close additional dates to rentals at any time during the calendar year. Periodic meetings will be scheduled between WDNR and the Friends to discuss facility issues and program operations. The frequency and duration of these meetings will be determined by the collaborating parties.

**Special Events:**

The Friends of Blue Mound State Park are entitled to one (1) monthly Friends Group meeting use of the shelter at no charge. In addition to the monthly meetings the Friends of Blue Mound State Park may reserve the building for four (4) special events annually for up to two years in advance without charge, but subject to other terms established for renters. Additional requests will be considered as coming from the general public and be subject to the policies for accepting events.

All special event organizers, including the Friends and their designees, are required to secure an approved WDNR issued Special Events License including an insurance certificate for each event utilizing the park and/or the Shelter naming "the Department of Natural Resources and its employees" as additional insured's at levels required by WDNR. Any Special Event must be approved by the WDNR property manager at least 60 days in advance of the event.

**Rates:**

Rental rates are determined by the user group classification. Groups are defined as follows:

### Group 1

•Dept. of Natural Resources divisions and programs. This group pays no deposit or fee for use Monday through Thursday (excluding Holidays) for up to one use per year. Thereafter, the Group II fee schedule applies. All Group I users are required to pay a \$45.00 setup & cleaning fee for use of the facility, unless other arrangements have been approved in advance by the WDNR property manager. Group 1 reservations cannot be secured more than 21 days in advance of use.

### Group 2

•Local City, County, State, and Federal governments engaged in non-fundraising business meetings or events. (See Fee Schedule)

### Group 3

•501C Non-profit groups, neighborhood associations, volunteer-based community groups, and civic organizations, which are not using the facility for a fundraising event. (See Fee Schedule). Available for up to one meeting/event per year. Additional event/meetings are at Group 4 rates.

### Group 4

•Private individual or group events, such as parties, weddings, or business meetings. For-profit businesses or organizations: Groups I, II and III who rent the facility to engage in for-profit or fundraising activities. (See Fee Schedule)

Day/Time	Group 2	Group 3	Group 4
Monday - Thursday (8 AM - 5 PM)	\$125	\$100	\$200
Half-day (4 Hours)	\$75	\$75	\$150
Friday (8 AM - 5 PM)	\$175	\$150	\$250
Friday (5 PM - 10 PM)	\$175	\$150	\$250
Friday (8 AM - 10 PM)	\$300	\$150	\$350
Saturday & Sunday (9 AM - 5 PM)	\$300	\$150	\$450
Saturday & Sunday (5 PM - 10 PM)	\$175	\$150	\$450
Saturday & Sunday (9 AM - 10 PM)	\$325	\$150	\$900

#### Rental Reservation & Use Policy:

All meetings and rentals will be coordinated through the park office. The WDNR park manager will maintain an accurate scheduling calendar. Maximum Building occupancy is 113 people.

To the extent that private functions do not conflict with the stated mission of the Friends Shelter, the shelter will be made available for rental to outside individuals, groups, and/or businesses. *The shelter may be rented by local city, county and state governmental units for non-fund raising meetings or conferences. 501c3 entities, volunteer community groups, and civic organizations shall be additional permitted users.*

#### Payment/Cancellation:



All private (Group 4) rental reservations shall be paid in full in advance. Cancellation of private rental reservations shall be subject to a 25% cancellation fee if cancelled 60 days in advance; 50% if cancelled within 30 days of the event; and no refund if cancelled within 7 days from the day of the event. Rentals are available on a first come-first serve basis. A rental confirmation is considered 'booked' when a completed application and deposit is received by the property manager, shelter rentals are not confirmed and booked until the appropriate deposit has been received by the property manager. **General Information:**

Rentals of the facility will include the designated event space, hallway and furniture associated with the space. Restrooms will continue to be open to the general public at all times during any rental event.

All parties using and/or renting space at the Friends Shelter must comply with all pertinent local, state and federal regulations and licensing regarding food, beverage, equipment, supplies, and the storage, handling and disposal of all hazardous materials generated, stored or brought to the site.

Additional restrictions in addition to those noted may be added as determined by agreement between the Friends and WDNR.

**Decorations:**

All decorations on walls, floor, ceiling or hanging are strictly prohibited, unless prior approval is obtained from WDNR property manager. No taping, gluing, tacking, nailing or securing of any item will be allowed. Table décor will be allowed, however an open flame is not permitted.

**Clean Up Deposit and Damage Responsibility:**

All rental reservations shall include a cleanup deposit of \$100. Rental users are responsible for cleaning the chairs and tops of the tables after their event. Tables and chairs must be returned to standard layout (diagram) at the close of the rental. Excess tables and chairs must be returned to the carts or cabinets provided. Rental users are responsible for mopping up spills (beer, pop, etc.). Rental users are responsible for removal of all tablecloths, wall decorations, and other personal equipment, and the removal of trash and recyclables to the appropriate dumpsters. Clean up deposits will be forfeited if park personnel find the shelter building was not cleaned and the setup not returned to the standard layout.

Rental users are responsible for all damages to the building and its fixtures, furnishings or equipment. Charges for damage will include labor and material cost for the repair or replacement plus a 10% handling fee. Rental users are responsible for reviewing the condition of the property at time of first use and notifying the property manager of any damage or deficiencies then noted.

**Outside Contractors and Rental Items:**

Use of outside contractors and rental item services by outside contractors (tents, caterers, bands, DJs, etc.) are subject to approval by the WDNR property manager and may or may not be allowed subject to scheduling conflicts with other events. WDNR accepts no responsibility for any products or services provided by outside vendors, but park staff will assist contractors when necessary.

**Storage:**  
Storage of any equipment or other accessory items belonging to rental users beyond the reserved rental time period is not permitted.

**Curfew:**  
All events must end by 10:00 PM. Users are allowed 45 minutes for clean up after the event. Users must be out of the building and the park by 11:00PM.

**Smoking Policy:**  
State Law prohibits smoking in the Friends Shelter or within 200 feet of the premise. Users that wish to smoke may do so on the grounds away from the shelter.

**Alcoholic Beverages:**  
Users shall follow all state and local ordinances regarding the consumption of alcoholic beverages. Everyone must be able to provide proof of being age 21 or older. The Department will allow the promotion of the name of the business doing the distribution (ie. Copps Foods) to advertise on-site, but cannot allow the specific advertising for alcoholic beverages, to include signs, coupons, or flyers.

**Recycling and Garbage:**  
All recycling and garbage from rental events must be taken to the dumpster station in the parking lot adjoining the shelter or to the park station near the campground for garbage and recycling.

**Vehicle Admission Sticker Requirements:**  
Vehicle admission fees are required for all individuals or groups visiting Blue Mound State Park and the Friends Shelter unless specified in the following chart. The chart lists established groups or events that are already utilize Blue Mound State Park.

GROUPS		STATE PASS REQUIRED
Waiver Approved School Groups		No
* Friends of Blue Mound		No
* WDNR Staff		No
* Governmental Organizations		No
Non-profit Groups		Yes
Private Groups/General Public		Yes
<i>* Must be attending a waiver approved event or meeting</i>		
EVENTS		STATE PASS REQUIRED
Candlelight Ski		Yes
Trail Run		Yes
Horrible Hilly Hundred		Yes
WDNR Meetings		No
Safety Education Courses		No
Scheduled Public Forums - State Govt. only		No
Other Special Events		Yes

Special group fees are available for admission stickers

This operating agreement and terms and conditions are hereby agreed to by and between the Wisconsin Department of Natural Resources and the Friends of Blue Mound State Park by their authorized agents below.

Dated: \_\_\_\_\_

By:

And:



\_\_\_\_\_  
Dan Schuller, Director  
Bureau of Parks & Recreation  
Wisconsin Department of Natural Resources

\_\_\_\_\_  
Mark Gnabasik, President  
The Friends of Blue Mound State Park

DEVIL'S LAKE STATE PARK

This concession agreement is entered into by the State of Wisconsin Department of Natural Resources (the Department) and Baraboo Devil's Lake Concession Corporation (the Concessionaire).

WHEREAS, the Department considers it necessary for the proper comfort of the public to grant to the Concessionaire a concession for the furnishing of supplies or facilities and services at Devil's Lake State Park; and

WHEREAS, the Department considers this concession is of concern and benefit to Devil's Lake State Park and will render Devil's Lake State Park more attractive for public use; and

WHEREAS, the existing Concessionaire, the Baraboo Devil's Lake Concession Corporation, has been a valuable partner at Devil's Lake State Park since 1950 and has provided to the park and the state over \$2.3 million in funding; and

WHEREAS, the Concessionaire may enter into this Agreement pursuant to its Articles of Incorporation and Bylaws and Chapter 181, Wisconsin Statutes, and pursuant to the Concessionaire maintaining its non-profit corporation status under Chapter 181, Wisconsin Statutes; and,

NOW, THEREFORE, in consideration of their mutual promises, the parties agree as follows:

1. The Department grants to the Concessionaire the right to operate the concession at Devil's Lake State Park from the date this Agreement is executed through December 31, 2015.

The terms of this Agreement may be renegotiated at any time by mutual consent of both parties.

2. The concession will be located on the premises designated on Exhibit "A" (hereinafter identified as "Premises") which is attached and made a part of this Agreement. The concession will include stores selling recreational supplies and equipment, food, soft drinks, confections, merchandise and clothing, malt beverages (beer and wine coolers), wine, firewood and such other supplies and services as are ordinarily in demand by tourists and park campers and visitors. This may also include, subject to Department approval, the rental of fishing boats, canoes, kayaks and sailboards as well as the equipment for use in water and snow sports and the sale or rental of such other items or services that would be consistent with the operation of the concession. No liquor, firearms, paintball/air guns, spear guns or pyrotechnics will be sold or rented. Fermented malt beverages may be sold as package sales in containers or bottles for consumption off the premises covered by this agreement. Fermented malt beverages and wine may also be sold by open container within the Chateau (Building #1053) on the North Shore subject to the terms of this Agreement but shall not be sold to any person in violation of Wisconsin Statutes. No intoxicating liquors or malt beverages may be otherwise brought in and consumed on the premises covered by this

Agreement. No polystyrene foam cups or other non-recyclable containers will be provided by the Concessionaire.

3. The Concessionaire agrees to pay a percentage of the gross annual revenues collected from this concession to the Department. These payments shall be made by April 1<sup>st</sup> of the following year. For purposes of this Agreement, "gross annual revenues" are all revenues collected by the Concessionaire for sales of goods and services to exclude sales taxes collected. During the term of this Agreement, the percentage of the gross annual revenues paid to the Department shall be as follows:
  - For the year 2011 – Six Percent (6%)
  - For the year 2012 – Seven Percent (7%)
  - For the year 2013 – Nine Percent (9%)
  - For the year 2014 – Nine Percent (9%)
  - For the year 2015 – Nine Percent (9%)
  
4. All excess Concessionaire revenues, which are revenues above current year concession expenses, taxes paid, and Department fees paid, shall be dedicated to improvements and purchases within Devil's Lake State Park agreed upon by both parties. All net annual profits will be placed in the Baraboo Devil's Lake Concession Corporation Capital Account which may include checking or savings accounts, savings bonds, certificates of deposit, interest bearing paper or bonds or similar savings instruments. The Capital Account shall not include operating funds or funds held for the following year's start-up of operations. Funds from the Capital Account shall only be utilized for the purposes of: making improvements to the Concessionaire operated buildings or facilities; purchase of new furniture, fixtures or equipment to serve the concession; purchase of new services, rental equipment or merchandise; purchase of new technology designed to increase concession services; donations to the Devil's Lake State Park Friends Group; or donations to Devil's Lake State Park for improvements, equipment, or services. Any withdrawals from the Capital Account other than by the operating funds account in aggregate amounts of \$5,000 or more will require the written approval of the President of the Corporation and the Superintendent of Devil's Lake State Park. Additionally, funds donated in aggregate of \$25,000 or more to the Friends Group or the Park shall have written approval from the Department's District Park and Trail Manager. The Department reserves the right to make requests to the Baraboo Devil's Lake Concession Corporation for donations or contributions from the Capital Account for needs at Devil's Lake State Park.
  
5. The Concessionaire will pay for all services and utilities, including telephone, internet, and refuse collection, used or consumed in the operation of this concession with separate meter installation if necessary. Water and sanitary sewer will be provided by the Department. The Concessionaire shall place all refuse in containers provided by the Department. The Concessionaire will separate all recyclable material and deposit in appropriate containers.
  
6. The Concessionaire will maintain and keep the Premises in good repair and will keep the premises, attached bathrooms and surrounding grounds for a distance of fifteen (15) feet around the buildings in a clean, neat, and sanitary condition at all times. All laws and rules as administered by the State of Wisconsin and Sauk County for the

preparation and distribution of food and beverages shall be strictly adhered to. The Concessionaire will provide their own trash can liners, preferably made of biodegradable materials.

7. All concession furniture, fixtures and equipment necessary to operate this concession will be purchased from the funds generated by the concession and will thereupon become the property of the Department. The Concessionaire will not remove such personal property at any time during the term of this Agreement.
8. The concession shall be operated and open for business on a daily basis from at least Memorial Day through Labor Day each year and at all other mutually agreeable times, except that the concession shall close by 11:00 p.m. The hours of operation shall be agreed upon by both parties.
9. The erection of signs and advertising or display materials relating to the concession is not allowed unless authorized in writing by the Department. No hand lettered signs shall be allowed, and all sign materials and graphics shall be professionally displayed. All signs, advertising or display materials, and exhibits issued or used by the Concessionaire shall be paid for by the Concessionaire and shall clearly identify Devil's Lake State Park as property of the State of Wisconsin Department of Natural Resources.
10. The development, management and administration of Devil's Lake State Park is wholly and exclusively under the jurisdiction of the Department, and the Concessionaire will manage the Premises as designated in paragraph number 2.
- 10a. The Concessionaire shall be responsible for the upkeep of interior spaces, including all walls, flooring, ceilings, furniture, fixtures, appliances and equipment. The Department shall be responsible for exterior roofs, siding, windows, doors and access areas, in addition to interior plumbing, electrical systems, heating and water conditioning. Additional improvements by both the Concessionaire and the Department are required during the term of this Agreement, with such items listed and included herein as Exhibit "B".
11. Each party may terminate this Agreement upon thirty (30) days written notice to the other party if the notifying party determines that the other party has not carried out the terms of this Agreement. If the Department determines that the Concessionaire's management or operation of the concession is unsatisfactory in any substantial respect or if the Department determines that the Concessionaire has failed to carry out this Agreement the Department may terminate this Agreement immediately either orally or in writing. Upon termination of this Agreement the rights of the Concessionaire are forfeited, and the Department may immediately take possession of and operate the concession.
12. This Agreement will terminate on December 31, 2015, and the Department will be entitled to take immediate and full possession of the Premises at that time. However, if the Concessionaire informs the Department in writing at least sixty (60) days before the termination date that the Concessionaire wishes to renew this Agreement, the Department in its sole discretion, may renew this Agreement for one (1) term of the same number of years as the original term found in paragraph number 1.

13. The Department may enter upon the Premises at any time upon reasonable notice for any reason and for the purpose of inspection or making such repairs and improvements as the Department deems necessary. The Concessionaire will not cause or allow any waste or nuisance upon the Premises. The Concessionaire shall maintain all properties that are subject to this Agreement, both real and personal, in their present condition (ordinary wear and tear expected), and shall maintain high standards of cleanliness and sanitation. The Concessionaire shall make no improvements, alterations, additions, or changes to the Premises except with the express written approval of the Department.
14. The Concessionaire will indemnify the Department against any cause of action, claim, damage, cost, or expense, including reasonable attorney's fees, arising from the management of operation of the concession or from any breach or default by the Concessionaire in the performance of this Agreement or from any negligence of the Concessionaire at the Premises. In case any action or proceeding is brought against the Department by reason of any such cause of action or claim, the Concessionaire, upon notice from the Department, will defend the Department by counsel reasonably satisfactory to the Department. The Concessionaire shall purchase public liability insurance to be effective as of the day of the execution of this Agreement naming the State of Wisconsin Department of Natural Resources and its employees and Baraboo Devil's Lake Concession Corporation as the names insured in an amount of \$1,000,000.00, single limit per occurrence including coverage of \$1,000,000.00 for bodily and personal injury and \$50,000.00 for property damage so that the Department will be protected from any liability arising out of the operation or management by the Concessionaire of the concession. The Concessionaire shall furnish the Department with a copy of the insurance policy or a certificate of insurance, to be placed in a file with the Agreement at least two (2) weeks before the Concessionaire begins operations. This Agreement is conditioned on the Department's approval of the insurance policy. Any notice of cancellation of the insurance policy will require notice to the Department.
15. The Concessionaire shall furnish the Department an income statement and balance sheet completed by an independent Certified Public Accountant that includes an evaluation of internal control within ninety (90) days after November 1<sup>st</sup> of each year. The Concessionaire shall maintain a set of books and records on the operation of the concession that includes accounts for each category as specified in the contract or as agreed upon by the parties. The books and records shall be made available to the Department at any reasonable time for the purpose of examination and shall be retained for at least three (3) years. The Department may request an independent audit, be paid for by the Concessionaire, at least once during the term of this Agreement.
16. The Concessionaire will report concession employee salaries and wage scale in the annual financial report.
17. The Concessionaire shall not assign or otherwise transfer this Agreement or mortgage or pledge rights under it except with the express written approval of the Department.
18. The Concessionaire will have an efficiency audit conducted at least once during the term of this Agreement and provide the results to the Department by December 1<sup>st</sup> of that

year.

The Concessionaire shall have an energy audit of the Chateau Building (Building #1053) completed during 2012, with such costs paid for ½ by the Department and ½ by the Concessionaire.

19. The Concessionaire will not permit any silent partners.
20. The Concessionaire shall conduct and supervise the concession in an orderly and business-like manner and shall not permit any disorderly behavior on the Premises. No pinball machines, electronic games, shooting galleries or other similar devices may be installed.
21. The Concessionaire will provide suitable uniforms for all concession employees. The uniform will be jointly approved by the Concessionaire and the Department.
22. The Concessionaire will maintain an adequate stock of goods and supplies and supply appropriate and necessary services in accordance with the purpose of this concession; will charge prices that are competitive with other merchants in the vicinity for all goods and supplies sold, services performed or equipment rented to the public; and, on request, will inform the Department in writing of the prevailing prices for the goods and supplies sold, equipment rented or services performed. If the Department determines that a particular price is too high or too low, the Concessionaire will reduce or raise the price according to the Department's directions. The Concessionaire will use price tags that identify Devil's Lake Concessions. The Concessionaire will sell Wisconsin State Park merchandise when available and will provide merchandise ranging from cheaper to higher quality items for sale.
- 22a. The Department shall allow the Concessionaire to sell and dispense single servings of fermented malt beverages within the Chateau Building (Building #1053) between the hours of 10:00 a.m. and 10:30 p.m. daily. The Concessionaire shall comply with all applicable laws of the State of Wisconsin, the local municipality and this Agreement as to the sale of on-premise fermented malt beverages (beer and wine coolers) and wine. Open container sales in the Chateau shall be handled by a Wisconsin licensed bartender, with no access to malt beverages or wine allowed by minors under the age of twenty-one (21). Minors may be present when accompanied by parents and only according to Wisconsin Statutes. Additional provisions:
  - o The Concessionaire shall have its open container fermented malt beverage and wine area specifically delineated by a wall or railing for selling, serving and consumption of fermented malt beverages. The licensed bartender will check the identification of all persons requesting purchase of fermented malt beverages and wine.
  - o Devil's Lake State Park management is authorized to require park security based on past experience or special concerns.
  - o The Concessionaire shall prohibit carrying out open containers containing alcohol from designated areas.



Concession Agreement - Page 6

- No person under the age of eighteen (18) shall participate in serving or delivering alcohol to patrons.
  - Any live, amplified, or recorded music shall require approval by the Parks Superintendent including the obtaining of all required permits.
23. Where applicable, the Concessionaire shall furnish full worker's compensation coverage for its employees and shall comply with all social security and withholding tax laws and rules. A person claiming that coverage is not required under Chapter 102, Wis. Stats., shall upon request, provide the basis for such opinion in writing to the Department.
24. In connection with the performance of work under this Agreement, the Concessionaire agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Stat., sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. Except with respect to sexual orientation, the Concessionaire further agrees to take affirmative action to ensure equal employment opportunities. The Concessionaire agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.
25. Agreements estimated to be ten thousand dollars (\$10,000) or more entered into by the Concessionaire require the submission of a written affirmative action plan with a copy on file.
26. The Concessionaire is an independent contractor and not an employee or agent of the Department, and the Concessionaire assumes full responsibility for any liability which may arise out of the management or operation of the concession.
27. The Concessionaire shall not create any lien, security interest or encumbrance on or in the Premises, including any building.
28. The Concessionaire agrees to take reasonable action necessary to guard against trespass and to keep secure any room or building used in the concession.
29. The Concessionaire shall maintain a first aid kit readily available to employees.
30. If new supplies, facilities, or services are deemed necessary by the Department or Concessionaire for the benefit of the public at Devil's Lake State Park, the Concessionaire shall be offered first opportunity to provide them under such conditions as may be then mutually agreed upon by the parties. Should the Concessionaire choose not to provide the supplies, facilities, or services, the Department shall have the right to enter into a concession agreement with a third party whose concession activity will not be allowed within fifty (50) feet of the Premises.
31. The Concessionaire agrees to invest all cash in excess of its monthly cash working capital

requirements in an interest bearing Capital Account in a bank taken out in the name of the Concessionaire. Cash working capital requirements means an amount not to exceed one hundred fifty percent (150%) of the Concessionaire's disbursements for stock in trade and labor for the same month of the preceding year. "Cash" includes all receipts in cash from the sales or rental of merchandise, supplies or equipment or from services performed or arising from any source including interest received. The Department shall at all times have access to records of said Capital Account.

32. The Concessionaire and the Department agree to meet twice per year on dates mutually agreeable to both parties to discuss plans and operations of the concession. One meeting must be in the spring prior to the concession operating season to discuss plans for the coming year.
33. If the Premises or any part of them are destroyed by water, wind or fire, or by a human or a natural cause so as to make it necessary to rebuild, restore, replace or substantially repair the Premises or any part of them, the Concessionaire agrees that the Department shall not be required by this Agreement to rebuild, restore, replace or substantially repair the Premises. Both parties understand that the state is self-insured and does not carry additional or outside coverage on its buildings. Therefore, both parties agree that the Concessionaire shall carry full property and casualty coverage on the Premises, to include buildings, contents, inventory, fixtures, furniture and equipment, and that the Concessionaire's insurance shall be the primary insurance on the Premises. The Concessionaire shall be allowed to rebuild, restore, replace, or substantially repair the Premises or individual buildings on the Premises, at its' own cost through its' insurance coverage, with the Department's written approval, which shall not be unreasonably withheld.
34. If the Department determines that an emergency exists, the Department may order the concession to be temporarily closed. Closures for severe emergencies such as flooding or storm damage may require that the Department close the concession for an extended period. Any closure of the concession by the Department for a period of fifteen (15) days or longer for emergency purposes during a period between Memorial Day and Labor Day shall permit the Concessionaire to request re-negotiations with the Department on the percentage fee to be paid to the Department for that calendar year. The Department shall agree to negotiate in good faith in such circumstances.
35. In this Agreement, the Department and the Concessionaire include their respective employees, officers, members, directors, agents, servants, contractors, representatives, partners, assignees and successors. If the Concessionaire ceases to exist in fact or by law, the Department may immediately terminate this Agreement and, without waiving any remedy available to it, perform the duties under this Agreement.
36. The Department reserves the right to use the Chateau (Building #1053) for special events, nature programs or exhibits which are in accordance with the purpose and objectives of Devil's Lake State Park and the state park system.
37. This Agreement shall constitute the entire Agreement and previous Agreement communications or Agreements pertaining to this Agreement are hereby superseded. Any contractual revisions including cost adjustments and time extensions must be made

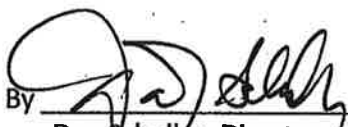
Concession Agreement - Page 8

by an amendment to this Agreement or other written documentation, signed by both parties at least thirty (30) days prior to the ending date of this Agreement. The Concessionaire shall notify its insurance company and its surety, if any, of any amendment.

IN WITNESS WHEREOF, the State of Wisconsin Department of Natural Resources has caused this Concession Agreement to be signed at Madison, Wisconsin, for the Department's Secretary by the Director of the Bureau of Parks and Recreation.

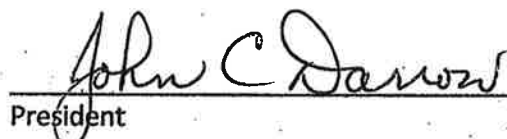
State of Wisconsin  
Department of Natural Resources  
For the Secretary

Date Signed 12-16-11

BY   
Dan Schuller, Director  
Bureau of Parks and Recreation

IN WITNESS WHEREOF, Baraboo Devil's Lake Concession Corporation has caused this Concession Agreement to be signed at Baraboo, Wisconsin, by its President and Secretary.

Date Signed 12-9-11

By   
President

Date Signed 12-9-11

By   
Secretary

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EXHIBIT "A"  
to  
Concession Agreement

Devil's Lake State Park

The following are the designated premises for the operation of concessions by the Baraboo Devil's Lake Concession Corporation at Devil's Lake State Park:

Chateau	(DNR Building #1053) located on the north shore.
Concession Stand	(DNR Building #1038) located on the north shore.
South Shore Store	(DNR Building #1039) located on the south shore.
Ice Age Campground Store	(DNR Building #5139) located on the north shore.
Ice Age Wood Storage	(DNR Building #5138) located on the north shore.

EXHIBIT "B"  
to  
Concession Agreement

Devil's Lake State Park

The following improvements shall be completed by the respective parties to this Agreement by the end of the designated calendar year.

<u>Year:</u>	<u>Concessionaire</u>	<u>Department</u>
2011	Chateau: new floor, food prep, serving areas, merchandise display and sales areas, reach-in coolers, signage, lighting	Chateau: new shingles, sheathing for roof; repairs to support pillars; batproofing; Upgrades to central sewer
2012	Upgrade of boating rental area along North shore; New POS sales system; New electric tour boat (requires Agreement with the Department)	Shoreland improvements to North and South Shore
2013	Enhanced revenue sales through new offered services	Upgrades to sewer system at South Shore
2014	Expansion to South Shore Concession	General Park improvements
2015	Upgrades and improvements to Camp Stores	General Park improvements

# Jane Stanger

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**From:** Joe Nehmer  
**Sent:** Wednesday, November 27, 2013 8:35 AM  
**To:** Glen Borland; Steve Nass; Augie Tietz; Mike Kelly; Ed Morse; Benjamin Wehmeier; John Molinaro; Kim Buchholz - Parks; Kevin Wiesmann; Jane Stanger; Barb Frank; Phil Ristow  
**Subject:** FW: Watertown Outboarders Building  
**Attachments:** Devil's Lake Concession Contract - 2011.pdf; Blue Mounds Friends Shelter.pdf

Information for Parks Committee next week Tuesday -

Happy Thanksgiving,

Joe

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**From:** Zajackowski, Paul - DNR [<mailto:Paul.Zajackowski@wisconsin.gov>]  
**Sent:** Tuesday, November 26, 2013 5:03 PM  
**To:** Joe Nehmer  
**Cc:** Matthews, Gregory K - DNR; Osterndorf, Laurie J - DNR; Hefty, Brian - DNR; Aquino, Mark D - DNR; Housley, Cheryl - DNR  
**Subject:** RE: Watertown Outboarders Building

Hi Joe,

Attached are a couple examples. One of the concession contract at Devils Lake State Park and the other an agreement with the Friends of Blue Mounds for a building they recently donated to the department. So it is a start and they are just examples, if this route is taken at the Watertown property it may look similar or it may look totally different. Each property/contract/agreement is different and Brian will take a close look at the Watertown property to see what may or may not work. I'm also trying to get you an electronic copy of our sample Friends Agreement that a person can actually open and will pass that on when I come up with one. I have a few more examples, so let me know if you would like me to pass those on.

*Paul Zajackowski*

Wisconsin Department of Natural Resources  
Southwest District Parks and Recreation Supervisor  
Phone: (608) 275-3276  
Email: [Paul.zajackowski@wisconsin.gov](mailto:Paul.zajackowski@wisconsin.gov)  
Find us at <http://dnr.wi.gov/> and [www.facebook.com/WDNR](http://www.facebook.com/WDNR)

Customer service is important to us. Please tell us how we're doing.  
Land Division Customer Service Survey  
<http://www.surveymonkey.com/s/LandDivision>

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**From:** Joe Nehmer [<mailto:JoeN@jeffersoncountywi.gov>]  
**Sent:** Tuesday, November 26, 2013 4:09 PM  
**To:** Zajackowski, Paul - DNR  
**Subject:** Watertown Outboarders Building

Hi Paul,

We spoke briefly about adaptive re-use of the building on the recently acquired Watertown Outboarders property. This issue will be an agenda item next week Tuesday at our Parks Committee meeting. You thought your concessions agreement might in part address this issue. Any information you could provide with regard to opportunities and constraints associated with this building going forward would be appreciated.

Happy Thanksgiving,

Joe

Jefferson County  
Parks Totals

Date Ran 11/21/2013  
Period 10  
Year 2013

Business Unit	Description	Current Period Actual	Current Period Budget	YTD Actual	YTD Budget	Prorated Variance	Total Budget	Annual Remaining	Percentage Of Budget
1801 Parks	Revenue	(745.51)	(7,193.33)	(57,732.81)	(71,933.33)	14,200.52	(86,320.00)	(28,587.19)	66.88%
	Expenditures	68,869.94	86,081.90	759,936.69	860,819.03	(100,882.34)	1,032,982.83	273,046.14	73.57%
	Other Finances	-	-	-	-	-	-	-	#DIV/0!
<b>Total</b>		<b>68,124.43</b>	<b>78,888.57</b>	<b>702,203.88</b>	<b>788,885.69</b>	<b>(86,681.81)</b>	<b>946,662.83</b>	<b>244,458.95</b>	<b>74.18%</b>
1806 Carol Liddle	Revenue	(6.56)	(16.67)	(73.67)	(166.67)	93.00	(200.00)	(126.33)	36.84%
	Expenditures	-	6,796.58	-	67,965.83	(67,965.83)	81,559.00	81,559.00	0.00%
	Other Finances	-	-	-	-	-	-	-	#DIV/0!
<b>Total</b>		<b>(6.56)</b>	<b>6,779.92</b>	<b>(73.67)</b>	<b>67,799.17</b>	<b>(67,872.84)</b>	<b>81,359.00</b>	<b>81,432.67</b>	<b>-0.09%</b>
1809 Carlin Weld	Revenue	-	(8.33)	(26.13)	(83.33)	57.20	(100.00)	(73.87)	26.13%
	Expenditures	-	15.25	-	152.50	(152.50)	183.00	183.00	0.00%
	Other Finances	-	-	-	-	-	-	-	#DIV/0!
<b>Total</b>		<b>-</b>	<b>6.92</b>	<b>(26.13)</b>	<b>69.17</b>	<b>(95.30)</b>	<b>83.00</b>	<b>109.13</b>	<b>-31.48%</b>
1811 Korth Park	Revenue	-	-	-	-	-	-	-	#DIV/0!
	Expenditures	-	-	-	-	-	-	-	#DIV/0!
	Other Finances	-	-	-	-	-	-	-	#DIV/0!
<b>Total</b>		<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>#DIV/0!</b>
1812 Carnes Park	Revenue	-	(1,938.00)	(51,682.12)	(19,380.00)	(32,302.12)	(23,256.00)	28,426.12	222.23%
	Expenditures	1,592.02	7,903.75	33,292.78	79,037.50	(45,744.72)	94,845.00	61,552.22	35.10%
	Other Finances	-	1,379.42	-	13,794.17	(13,794.17)	16,553.00	16,553.00	0.00%
<b>Total</b>		<b>1,592.02</b>	<b>7,345.17</b>	<b>(18,389.34)</b>	<b>73,451.67</b>	<b>(91,841.01)</b>	<b>88,142.00</b>	<b>106,531.34</b>	<b>-20.86%</b>
1813 Park Buildings	Revenue	-	-	-	-	-	-	-	#DIV/0!
	Expenditures	696.63	1,329.25	10,757.60	13,292.50	(2,534.90)	15,951.00	5,193.40	67.44%
	Other Finances	-	-	-	-	-	-	-	#DIV/0!
<b>Total</b>		<b>696.63</b>	<b>1,329.25</b>	<b>10,757.60</b>	<b>13,292.50</b>	<b>(2,534.90)</b>	<b>15,951.00</b>	<b>5,193.40</b>	<b>67.44%</b>
1814 Garman Nature	Revenue	-	-	-	-	-	-	-	#DIV/0!
	Expenditures	-	-	12,686.27	-	12,686.27	-	(12,686.27)	#DIV/0!
	Other Finances	-	1,074.50	-	10,745.00	(10,745.00)	12,894.00	12,894.00	0.00%
<b>Total</b>		<b>-</b>	<b>1,074.50</b>	<b>12,686.27</b>	<b>10,745.00</b>	<b>1,941.27</b>	<b>12,894.00</b>	<b>207.73</b>	<b>98.39%</b>
1816 Glacial Heritage	Revenue	-	-	-	-	-	-	-	#DIV/0!
	Expenditures	-	1,212.75	-	12,127.50	(12,127.50)	14,553.00	14,553.00	0.00%
	Other Finances	-	833.33	-	8,333.33	(8,333.33)	10,000.00	10,000.00	0.00%
<b>Total</b>		<b>-</b>	<b>2,046.08</b>	<b>-</b>	<b>20,460.83</b>	<b>(20,460.83)</b>	<b>24,553.00</b>	<b>24,553.00</b>	<b>0.00%</b>
1821 Snowmobile Trails	Revenue	-	(3,806.25)	(66,904.85)	(38,062.50)	(28,842.35)	(45,675.00)	21,229.85	146.48%
	Expenditures	-	3,806.25	44,067.35	38,062.50	6,004.85	45,675.00	1,607.65	96.48%
	Other Finances	-	-	-	-	-	-	-	#DIV/0!
<b>Total</b>		<b>-</b>	<b>-</b>	<b>(22,837.50)</b>	<b>-</b>	<b>(22,837.50)</b>	<b>-</b>	<b>22,837.50</b>	<b>#DIV/0!</b>
1824 Bike Trail	Revenue	(18.96)	(41.67)	(976.05)	(416.67)	(559.38)	(500.00)	476.05	195.21%
	Expenditures	-	41.67	4,620.21	416.67	4,203.54	500.00	(4,120.21)	924.04%
	Other Finances	-	175.00	-	1,750.00	(1,750.00)	2,100.00	2,100.00	0.00%
<b>Total</b>		<b>(18.96)</b>	<b>175.00</b>	<b>3,644.16</b>	<b>1,750.00</b>	<b>1,894.16</b>	<b>2,100.00</b>	<b>(1,544.16)</b>	<b>173.53%</b>
1826 Dog Park	Revenue	(3,444.97)	(2,720.08)	(35,382.40)	(27,200.83)	(8,181.57)	(32,641.00)	2,741.40	108.40%
	Expenditures	2,936.93	2,720.08	17,533.05	27,200.83	(9,667.78)	32,641.00	15,107.95	53.71%
	Other Finances	-	1,777.58	-	17,775.83	(17,775.83)	21,331.00	21,331.00	0.00%
<b>Total</b>		<b>(508.04)</b>	<b>1,777.58</b>	<b>(17,849.35)</b>	<b>17,775.83</b>	<b>(35,625.18)</b>	<b>21,331.00</b>	<b>39,180.35</b>	<b>-83.68%</b>
1840 Groundskeeping	Revenue	(8,606.08)	(5,116.17)	(36,402.98)	(51,161.67)	14,758.69	(61,394.00)	(24,991.02)	59.29%
	Expenditures	4,220.94	5,121.90	36,403.00	51,218.96	(14,815.96)	61,462.75	25,059.75	59.23%
	Other Finances	-	-	-	-	-	-	-	#DIV/0!
<b>Total</b>		<b>(4,385.14)</b>	<b>5.73</b>	<b>0.02</b>	<b>57.29</b>	<b>(57.27)</b>	<b>68.75</b>	<b>68.73</b>	<b>0.03%</b>
<b>Total All Business Units</b>	Revenue	(12,822.08)	(20,840.50)	(249,181.01)	(208,405.00)	(40,776.01)	(250,086.00)	(904.99)	99.64%
	Expenditures	78,316.46	115,029.38	919,296.95	1,150,293.82	(230,996.87)	1,380,352.58	461,055.63	66.60%
	Other Finances	-	5,239.83	-	52,398.33	(52,398.33)	62,878.00	62,878.00	0.00%
<b>Grand Total Parks</b>		<b>65,494.38</b>	<b>99,428.72</b>	<b>670,115.94</b>	<b>994,287.15</b>	<b>(324,171.21)</b>	<b>1,193,144.58</b>	<b>523,028.64</b>	<b>56.16%</b>