#### **AGENDA**

#### JEFFERSON COUNTY PARKS COMMITTEE

# Jefferson County Courthouse 311 South Center Avenue, Rm 202 Jefferson WI 53549

December 1, 2014 @ 9:30 a.m.

Committee: Augie Tietz, Chairman, Mike Kelly, Vice Chair, Matt Foelker, Secretary, Walt Christensen, Laura Payne

- 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 3, 2014 Meeting Minutes
- 7. Approval of the November 11, 2011 Meeting Minutes
- 8. Communications
  - a. Fishing Pier Lot Hits Snag Daily Jefferson County Union
  - b. Crawfish River Park Planning Input Sought Daily Jefferson County Union
  - c. Trees for the future in Endowment Fund Check
  - d. Watertown Outboarders Club House
  - e. County Dog Park Annual Tags Available Daily Jefferson County Union
  - f. Doggy Donation Jefferson County Living
- 9. Discussion and Possible Decision on Implementation Plan for Watertown Outboarders Property
- 10. Update on Quirk Foundation grant for the Watertown Outboarders Property
- 11. Discussion and Possible Decision on License Agreement with WeEnergies
- 12. Update on County Conservation Aids for Dorothy Carnes Park/Rose Lake State Natural Area.
- 13. Update on 2014 Dog Park Registrations
- 14. Update on Handicapped Fishing Warf (Blackhawk Island)
- 15. Update on Rock River Park Boat Landing and Pier
- 16. Update on Crawfish River Park Planning Session
- 17. Update on Holzhueter Implementation Plan Process

- 18. Update on Annual Jefferson County Snowmobile Alliance Meeting
- 19. Update on Enbridge Violation, Jefferson County Glacial River Bike Trail
- 20. Update on Glacial River Trail
  - a. City of Jefferson Connection
  - b. Cost Over-run Release
- 21. Update on Flying Drones over County Parks
- 22. Update on Youth Hunt
- 23. Update on 2014 Parks Department Budget
- 24. Update on Glacial Heritage Area (GHA) Project
- 25. Parks Committee Tour of Crawfish River Park
  - a. Parks Committee will depart the Jefferson County Courthouse at approximately 10:30 a.m.
  - b. Parks Committee will arrive at the Crawfish River Park at approximately 10:45 a.m.
  - c. Parks Committee will return to the Jefferson County Courthouse at approximately 11:15 a.m.
- 26. Set Tentative Meeting Dates/Times for: January 5, 2015 at 9:30 a.m.
- 27. 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.

#### **MINUTES**

#### JEFFERSON COUNTY PARKS COMMITTEE

# Jefferson County Courthouse 311 South Center Avenue, Rm 202 Jefferson WI 53549

November 3, 2014 @ 9:30 a.m.

Committee: Augie Tietz, Chairman, Mike Kelly, Vice Chair, Matt Foelker, Secretary, Walt Christensen, Laura Payne

#### 1. Call to Order

Tietz called the meeting to order at 9:30 a.m.

#### 2. Roll Call

Present: Tietz, Kelly, Foelker, Christensen, Payne (9:35 a.m.)

Absent: none

Others Present: Nehmer, Nimm, Wehmeier, Ward

### 3. Certification of Compliance with the Open Meetings Law

Meeting was posted according to Open Meetings Law

### 4. Review of the Agenda

Agenda approved as written.

#### 5. Public Comment

NO public comment.

# 6. Approval of the October 6, 2014 Meeting Minutes

Christensen motioned to approve the October 6, 2014 minutes. Kelly seconded. Motion carries on a 4-0 voice vote.

#### 7. Communications

The following communications were distributed for review and comment:

- a. Email from Clare Carlson GHA Workday Set, Bird Walk, GHA Trails Zeloski Marsh Spur
- b. New Dog Park Calendars are Now Available Jefferson County Living
- c. County Dog Park Calendars for Sale Daily Jefferson County Union

# 8. Discussion and Possible Decision on Kemmeter Farm Rental Bids

Nehmer noted only three bids were received for opening on Friday, October 31, 2014 whereas there were eight bids during the last cycle.

Nimm noted that Wiesmann opened the sealed bids, Nimm recorded and Wehmeier witnessed. The highest and winning bidder was W.D. Hoard & Sons Company Hoard's Dairyman Farm with a 3-year bid at \$70,000, annual at \$23,333.33 equaling \$307.02/acre.

Foelker motioned to accept the highest bid. Christensen seconded. Motion carried on a 4-0 voice vote.

# 9. Discussion and Possible Decision on Proposed Interurban Bike Trail Funding

Nehmer noted that he and Administrator Wehmeier have had several discussions on how

to fund the proposed 2.1 mile trail starting at Humboldt in Watertown and ending up at Rock River Road @ approximately \$1.4m with ½ funding by DNR and fundraising for the remaining ½. The parks department staff is obligated to fundraise \$500,000. It has been suggested that perhaps the Carol Liddle funds could be used and has been asked if the committee wishes to obligate and to dedicate those funds towards the project as seed money.

Kelly guestioned what obligating those funds do "in the big picture."

Nehmer replied noting that the committee could earmark the funds and possibly have a deadline and/or set parameters on the funds.

Tietz reinforced the need for seed money, showing the county is dedicated to the project. Christensen questioned the original intentions for the Carol Liddle funds.

Nehmer replied that the funds were donated under the premise of "parkland acquisition." Kelly motioned to use the Carol Liddle funds for the Interurban Trail project. Foelker seconded. Motion carries on a 5-0 vote.

# 10. Discussion and Possible Decision on Handicapped Fishing Warf (Blackhawk Island).

Nehmer noted that the Army Corp of Engineers (ACOE) ordered a wetland delineation on the property. The WiDNR conducted the wetland delineation and has declared the entire site a wetland. Parks staff will be asking the DNR for reconsideration. The project is at a standstill. The department will be requesting an extension of the grant.

Payne – noted the three criteria for wetland determination are hydric soils, vegetation, groundwater elevation

Rob Klotz, Zoning – stated that approx. 6-8 years ago the project started. "Old" wetland maps show the area is not a wetland. The 2008 air photo interpretation from the DNR shows the area is now a wetland. The issue at hand is a small amount of fill needed for the parking lot as we can't fill a wetland.

Ward – questioned if ACOE has done a delineation and asked, if a private party would have to go through the same steps as the County has been directed to follow? Ward also asked if there is an option to mitigate if the final determination is wetland.

Kelly – requested a packet of information be assembled and shared with the committee.

# 11. Discussion and Possible Decision on amending the dog park fees in the Parks Ordinance

Ward noted there are County Service Fees listed in the budget, with the exception of the dog park fees as those are in the parks ordinance. For consistency, it is proposed the fees be removed from the parks ordinance and published in the fee section of the budget. Payne motioned to remove the fees from the ordinance. Foelker seconded. Motion carries on a 5-0 vote.

#### 12. Update on Crawfish River Park Design Charrette and Visioning Session

Nehmer noted that visioning and design sessions are scheduled. The visioning charrette is on November 11 @ 2pm, followed by the design meeting on the 18<sup>th</sup>.

#### 13. Update on Youth Hunt Program

Nehmer noted 3 applications were received, 2 were chosen at random. Nimm noted that the informational meeting will be held on November 18 @ 6:00 p.m.

#### 14. Update on Surplus Wood Sale

Nehmer noted there were a number of bidders on the 5 lots of surplus wood. Individual high bids resulted in an earnings of \$715

### 15. Update on 2015 Dog Park Calendar

225 Calendars were printed and sales are going well. Tyranena Vet Clinic in Lake Mills sponsored the cost of the print. Purina has purchased an additional 220 calendars.

# 16. Update on Grants for Dorothy Carnes and Rock River Park

Of 4 stewardship applications submitted in 2014 a letter has been received noting that the Parks Department has tentatively been selected to receive \$30,000 for the Rock River Park and \$45,000 for Dorothy Carnes Park.

# 17. Update on Watertown Outboarders

Nehmer stated that a \$30,000 grant request was submitted to the Quirk Foundation. The funds will be used for a vault toilet, well with pump, and two paddle-in camp sites. The foundation generously awarded the Parks Department \$28,000 for the project.

## 18. Update on Mountain Biking Facility at Human Services

Nehmer noted the Human Services Board is unanimously in favor and that he is asking Administrator Wehmeier what the next steps are and how we might connect the mountain biking trails to the Glacial River Trail (GRT).

Wehmeier said that there is some FYI sessions necessary and then we are set to move forward.

Nehmer stated that he met with and discussed the HWY Dept, WisDOT and the City of Jefferson on best way(s) to get to the GRT from Jefferson.

Wehmeier noted they have been considering planned connections, with safety being a large concern.

# 19. Update on Dog Park Events

Nehmer stated that recently the Friends of the Dog Park have hosted these successful events: Howl-O-Wren, Bark at Moon and Lure Coursing. Nehmer also noted an appreciation to the Daily Union and WFAW as they have been very helpful in getting the announcements out.

# 20. Update on 2015 Jefferson County Parks Budget

Nehmer stated no changes. The proposed budget stands as it was and is.

# 21. Update on Park Areas for Special Needs Individuals

No updates. Item can be pulled from agenda until further notice.

#### 22. Update on 2014 Parks Department Budget

Budget through September was distributed. It was noted that the planning for the Disc golf course @ Carlin Weld site is in process.

Wehmeier commented on the cost savings of the new landscaping at court house. Nehmer mentioned that a new park shop furnace at approx. \$4,500+/- is needed yet this year. Dog park revenue is raised by sale of tags. Approximately 1600 annual tags in 2013 and approximately 1700 for 2014.

# 23. Update on Glacial Heritage Area (GHA) Project

Nehmer stated that Margaret Burlingham will be working on Implementation Plan for Holzhueter Park, Watertown Outboarders property will get shoreline rip-rap and that Laura Payne will participate on the GHA Imp team.

# 24. Update on HWY 26 by-pass & Glacial River Bike Trail

Asphalt complete. Request for restroom at parking lot along trail. Bike trail heavily used.

# 25. Set Tentative Meeting Dates/Times for:

November 11, 2014 at 2:00 p.m. December 1, 2014 at 9:30 a.m.

# 26. Adjourn

Christensen motioned to adjourn at 10:44 a.m. Foelker seconded. Motion carries on a 5-0 vote.

#### **MINUTES**

#### JEFFERSON COUNTY PARKS COMMITTEE

# Workforce Development Center 864 Collins Road, Rm 103 Jefferson WI 53549

November 11, 2014 @ 2:00 p.m.

Committee: Augie Tietz, Chairman, Mike Kelly, Vice Chair, Matt Foelker, Secretary, Walt Christensen, Laura Payne

#### 1. Call to Order

Tietz called the meeting to order at 2:04 p.m.

#### 2. Roll Call

Present: Tietz (out at 3:25 p.m.), Foelker, Christensen, Payne

Absent: Kelly

# 3. Certification of Compliance with the Open Meetings Law

Meeting posted according to open meetings law

# 4. Review of the Agenda

Agenda approved as written

#### 5. Public Comment

No public comment

### 6. Crawfish River County Park Visioning Workshop

Meeting moved into Crawfish River County Park Visioning Workshop at 2:05 p.m.

#### 7. Adjourn

Foelker motioned to adjourn at 4:10 p.m. Christensen seconded. Motion carries on a 3-0 vote.



November 7, 2014

PO Box 2317 Madison, WI 53701-2317

> 1011-FREE 866-264-4096

1AX 608,266,2452

F-MA0 Infortwisconservation.org

www.wisconservation.org

#### **Board of Directors**

James P. Bennett Linda Bochert Bruce Braun Scott Craven Rebecca Haefner Rita Haven Martin Henert Jim Hubing Kristine Krause Diane Humphrey Lueck Mark LaBarbera William Lunney Peg Mallery Jim Matras Thomas Olson Ron Semmann

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Howard Mead
Toby Sherry
Christine Thomas
Todd Tiefenthaler
Albert Toma

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Gaylord Nelson
Dair J. Stewart
Daniel Trainer
Margaret Van Alstyne
Nash Williams
Sally Whiffen

Ex-Officio

Cathy Stepp Preston D. Cole

**Executive Director** 

Ruth Oppedahl

Jefferson County Parks c/o Jane Stanger 320 S. Main Street Jefferson, WI 53549

Dear Jane,

Enclosed please find the annual disbursement from the Trees for the Future in Jefferson County Parks Fund in the amount of \$573.70.

As always, your organization may make additional contributions to this fund at any time. We thank you again for your investment in our Wisconsin Conservation Endowment. It is our pleasure partnering with you to ensure a sustainable source of funding for your important conservation activities into the future.

If you have questions regarding this distribution, please contact our Grants Administrator, Caitlin Williamson, at 608-266-1430.

Sincerely,

Ruth Oppedahl Executive Director

Encl: Check for \$573.70



# Natural Resources Foundation of Wi

ASSOCIATED BANK, NA 79-057/759

8090

PO Box 2317

Madison, WI, 53701-2317 (866) 264-4096

11/06/2014

PAY TO THE ORDER OF

Jefferson County Parks

\*\*573.70

JANE STANGER JEFFERSON COUNTY PARKS 320 S. Main Courthouse Rm 204 Jefferson, WI 53549

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Natural Resources Foundation of WI

11/06/2014

**Jefferson County Parks** 

Date

10/27/2014

Type Bill

Reference

1027 Request

Original Amount Balance Due 573.70

573.70

Payment 573.70 573.70

8093

Check Amount

1011 CASH: Checking

573,70

#### Implementation Plan for the former Watertown Outboarder (WTO) Property

## **Property Location**

County: Jefferson

Legal description: Town 8 North, Range 15 East, Town of Watertown, Jefferson

County

Address: N8625 Jefferson Rd., Watertown, WI 53094

### **Property Manager**

Dave Borsecnik, Recreation Specialist, Fitchburg, 608-275-3249

#### **Real Estate**

Acreage goal: 6.13 Fee acres owned: 6.13

Easement acres owned: N/A

Federal Aid interest: None, Stewardship grant from Jefferson County Easements or landowners' agreement granted: Graveled easement access to

Jefferson Road

#### **Property Description**

The property is located in the Town of Watertown, within the City of Watertown's extraterritorial boundaries. It lies between the City of Watertown and the Village of Johnson Creek in the north-central part of the County.

The property is covered primarily with turf grass and some low, riparian woods and wetlands. It is fairly level to gently rolling on the far east and much of it is subject to seasonal flooding. The Rock River is the western boundary of the property, which has about 600 feet of river frontage.

Telephone and electric are available at the property.

## **Significant Management Issue or Needs**

There are no known environmental, health or safety problems or conditions associated with the property.

#### **Additional Comments**

Jefferson County wishes to work with the Wisconsin Department of Natural Resources (DNR) and the Quirk Foundation to appropriately name the property.

# **Management and Development**

The DNR will post the project boundary with Glacial Heritage Area signs and include DNR and Jefferson County logos. DNR will submit development requests and permits for filling the lagoon to restore it to wetland status, as it had previously been designated prior to dredging, and shoreline (rip rapping) work, new hardened boat launch and parking area for an estimated 20 vehicles with trailers.

Jefferson County will operate and maintain the property and pier, along with paying utility costs associated with the site. Jefferson County desires to implement camping, shoreline fishing opportunities, open space for informal gathering and play, etc. Jefferson County desires to install a drilled well with pump, and a vault toilet building. Both of these features will be installed as funds become available.

Maintenance will include regular mowing, trash removal and cleaning the toilet building.

Jefferson County intends to honor the Quirk Foundation with appropriate signage at the property, and will work toward this with the Foundation and the DNR.

The scope of this Implementation Plan is in agreement with the Glacial Heritage Area (GHA) Master Plan and the Memorandum of Understanding between Jefferson County and the Wisconsin Department of Natural Resources (concerning the operation and management of properties within the GHA) as to recreational uses, land management and facility development. All development on the property will be in accordance with local zoning.

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# Earl and Eugenia Quirk Foundation, Inc.

314 West Main Street, Suite 11 Watertown, Wisconsin 53094-7630 Telephone 920-261-0223

November 19, 2014

Joe Nehmer, Director Jefferson County Parks Department 311 South Center Avenue, Room 204 Jefferson, WI 53549

Dear Joe:



At the Earl and Eugenia Quirk Foundation annual meeting in October, 2014 the Board of Directors received the Information Request Form we asked you to complete. We are pleased to advise you that the board approved a grant to you in the amount of \$28,000. Please use the funds for the following purposes: Improvements to Rock River landing. We are proud to support your organization, and applaud your continuing efforts in providing important services to Watertown and its surrounding communities.

This grant is for the specific purposes described above. Any change in the use of the funds is subject to the advance approval in writing from the Quirk Foundation. You agree to maintain adequate supporting records showing how the funds were spent. You further agree to inform us of any significant delay in using the funds for the described purposes.

By accepting this grant you also certify that you are a tax-exempt governmental entity, or that you have been granted Section 501©(3) status by the Internal Revenue Service and that tax status has not been revoked.

Please acknowledge your acceptance of the grant subject to the above conditions by signing and returning the duplicate copy of this letter to the Foundation office in the enclosed envelope.

If you wish to apply for funding again next year, please follow the same procedure and send our Information Request Form and attachments by e-mail to <a href="mailto:quirkfund@gmail.com">quirkfund@gmail.com</a> no later than August 15, 2015.

Sincerely,

Katherine Brandt Conley, Treasurer

Enclosure: Che	ck# 6013 183 73	\$28,000.
Acceptance by (	Frantee:	
		Authorized Signature and Title
Date:	, 2014	

# \*\*\*NON NEGOTIABLE\*\*\*

P.O. Box 755 Chicago, Illinois 60690-0755

**AMOUNT** 

\$28,000.00

PAID TO:

JEFFERSON COUNTY PARKS DEPARTMENT

JOE NEHMER DIRECTOR 311 SOUTH CENTER AVENUE

**ROOM 204** 

JEFFERSON WI 53549

DISB CODE: 0071

DESC: CHARITABLE DIST

ADMIN: 00351

**BANK ID: 0940** 

BRANCH: 0049

BATCH: DC000073 ACCOUNT: XXXXXXXXX4010

ACCOUNT NAME: QUIRK FOUNDATION IMA - ASSET ALLOC

EXPLANATION:

40 IMPROVEMENTS TO RR LANDING

ADDITIONAL INFORMATION:

PAID FOR:

EARL & EUGENIA QUIRK FOUNDATION INC

314 W MAIN ST STE 11 WATERTOWN WI 53094

ORIGINATOR: EARL & EUGENIA QUIRK FOUNDATION INC

314 W MAIN ST STE 11 WATERTOWN WI 53094

PLEASE FOLD AND DETACH AT PERFORATION BEFORE PRESENTING FOR PAYMENT



Issued by BMO Harris Bank N.A., Chicago, IL

THE BACK OF THIS CHECK CONTAINS A HEAT REACTIVE INK SPOT. HOLD OR RUB WITH THUMB & COLOR SHOULD FADE THEN REAPPEAR, VOID IF WATERMARK DOES NOT APPEAR ON BACK OF CHECK

No. 601586575

DATE: 11/14/14

P.O. Box 755 Chicago, Illinois 60690-0755

PAY Twenty eight thousand and 00/100 Dollars

Pay To The Order Of

JEFFERSON COUNTY PARKS DEPARTMENT JOE NEHMER DIRECTOR 311 SOUTH CENTER AVENUE **ROOM 204** 

JEFFERSON WI 53549

MEMO: 40 IMPROVEMENTS TO RR LANDING

**CHECK AMOUNT** 

\$28,000.00

Payable in U.S. Funds

AUTHORIZED SIGNATURE TRACKING NO: 000003574010

#### LICENSE AGREEMENT

THIS LICENSE, Made and entered into this	day of		2014, by ai	nd between
Wisconsin Electric Power Company, a Wis	sconsin corporation,	doing business as	We Energies	, hereinafter
referred to as "Licensor", and Jefferson Coul	unty, a municipal cor	poration, hereinafter	referred to as	"Licensee";
(Individually sometimes referred to as "Party",	collectively as "Parties	").		

#### WITNESSETH:

Licensor, for and in consideration of the covenants, conditions, and agreements hereinafter contained, hereby grants license and permission unto Licensee, to develop and use a part of Licensor's right of way lands (hereinafter "Lands") as a recreation trail (hereinafter "Premises") and to place thereon a trail for hiking, biking, and cross-country skiing and other similar non-motorized recreational uses (hereinafter "Trail") for use by the general public and for no other purpose or purposes whatsoever (except those purposes as may be determined by Licensor for its own use), Licensee has indicated a preference to divide its project into three segments, Segment #1, Segment #2, Segment #3, each will have a unique start and finish of construction dates, but at the executions hereof, such start and end dates for Segment construction are unknown. hereinafter sSegment #1 (attached), which Premises is located between Humboldt Street and River Road, being a part of the Northwest and Southeast ¼ of Section 10, North ½ of Section 14 and the Northwest of Section 13 all in Township 8 North, Range 15 East, in the City of Watertown and Town of Watertown, Jefferson County, Wisconsin.; The general location of said Lands and Premises is shown highlighted on the maps marked as Exhibit "A", attached hereto and made a part hereof.

The License and permission herein granted is subject to the following conditions:

- 1. <u>Term:</u> The term of this License Agreement (hereinafter "License") <u>regardless of when a particular Segment is constructed</u> shall be for a period of fifteen (15) years (hereinafter "Initial Term") and continue thereafter on a year to year basis subject to termination as hereinafter provided. This License shall commence on the above date which is the date the last of the Parties hereto executed this License (hereinafter "Commencement Date")
- 2. <u>Termination:</u> Upon expiration of the Initial Term, this License may be terminated at any time by either Party hereto by providing at least 90 days prior written notice to the other Party of such termination. Notwithstanding any of the terms and conditions contained herein, should Licensor require exclusive use of any part of its Lands, including the Premises, for its purposes, then Licensor may, at any time, including during the Initial Term, terminate the License in whole or in part on such part or parts of the Lands or Premises it requires, and Licensee shall, not later than 90 days after receiving notice of such termination, at its sole cost and expense, relocate, remove or re-route the Trail from such part or parts of the Lands. <u>Failure by Licensee to commence construction</u> on Segment #1 within five (5) years of the Commencement Date shall cause this License to terminate.
- 3. Non Use: Licensee shall have five (5) years from the license eCommencement eDate within which to secure funding and start construction of Segment #1... Construction may start and be completed in segments segments over said five (5) year period, but each segment segment must then be initiated and completed (including restoration) within eighteen (18) months from the start of each construction event. The entire project Each Segment must be completed within two (2) years, six (6) months of the initial start of Segment construction. Due to Licensor's property being an active utility corridor, access to Licensor and American Transmission Company must be maintained and accessible for utility vehicles and equipment at all times during construction unless other arrangements are approved. Within nine (9) months prior to the expiration of the above time frames, Licensee may request an extension. Licensor will not unreasonably deny such request. Licensee may request future trail segments (segments 2 and 3 attached) to be added to this License through an addendum to this License. Licensor will not unreasonably deny such requests.

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- 4. Base Rent: During the Initial Term and extensions thereto, no Base Rent shall be due.
- Assignment: Licensee shall not assign this License nor permit any transfer by operation of law or otherwise of the interest in the herein-described Premises acquired through this License unless otherwise approved by Licensor in writing.
- 6. Acceptance of Premises: Licensor offers and Licensee agrees to take the Premises in an "as is" condition and Licensor makes no warranty or representation of any kind as to the condition, quality or suitability of the soil, subsoil or surfacing of the Premises and Lands or anything thereon or therein, unless the same is specifically set forth in this License, for the purposes to which Licensee will utilize the Premises. Licensee has examined the Premises described hereinabove and knows the condition thereof and no representations as to the condition and repair thereof and no agreements to make any alterations, repairs or improvements in or about the licensed Lands and Trail have been made by Licensor. Licensee's taking possession of the Premises shall be conclusive evidence as against Licensee that the Premises were in good order and satisfactory condition for use as a Trail and other permitted ancillary uses. Licensor shall not be liable for any damages arising from acts or neglect of Licensee or its invitees or users of the Premises, whether authorized to use the Lands and Premises or not.
- 7. Permitted and Prohibited Uses: The Premises shall be used for the purpose of constructing, installing, operating, maintaining, using, repairing, and removing a recreation trail and permitted appurtenances thereto for hiking, biking, and cross-country skiing and other similar non-motorized recreational uses and for no other reason whatsoever. No vehicles, trucks, cars or equipment are to be parked or materials stored on said Lands or Premises at any time without specific written approval of Licensor. Furthermore, the Licensee agrees that no motorized vehicles, including but not limited to cars, trucks, snowmobiles, motor bikes, mini-bikes, motorcycles, mopeds, go-carts and all-terrain vehicles will be used, operated or permitted on the Lands or Premises. However, Licensee shall be permitted to use motorized vehicles for the development of the trail, patrol, maintenance and other permitted uses of the Lands and Premises. The Licensee also agrees that no horses will be used or permitted on the Lands and Premises. Licensee agrees that no kites, model airplanes or similar or dissimilar objects that may come in contact with or in close proximity to the facilities of Licensor or the American Transmission Company LLC (hereinafter "ATC") and its successors and assigns, will be used, operated or permitted on the Lands and Premises.
- 8. <u>Signage:</u> Licensee shall not place or maintain or allow to be placed or maintained by any person or persons, any signs or advertising billboards upon the Lands or Premises at any time, except as required or permitted by this Section. Licensee shall install and maintain signs that are necessary to identify Licensee's Trail and occupancy of the Lands and Premises at every road crossing and at least every 2,600 feet along the Trail or more frequently as desired by Licensor and to comply with the requirements of s. 23.09165, Stats. Such identification signs shall include the We Energies approved corporate logo and shall state "In cooperation with We Energies" or such other signs as Licensor may reasonably require. Licensee further agrees to post, maintain at all times, and if necessary, replace signs that expressly state the uses that are permitted and prohibited under Section hereof. In addition, Licensee hereby agrees to post safety and traffic signs along the Trail and at road crossings, railroad crossings, driveways, farm crossings and any other vehicular crossings along the Trail. All signs must be approved by Licensor prior to erection or installation on the Lands or Premises.
- 9. Zoning and Permits: Licensee hereby agrees that Licensor has made no representations that the Premises are properly zoned for the proposed use by Licensee, and it is expressly understood that Licensee hereby assumes any and all obligations and responsibilities with respect to compliance with all applicable zoning laws and ordinances of any regulatory bodies which may have jurisdiction. Any change in zoning must be approved by Licensor. This License is conditioned on Licensee's obtaining all necessary permits and authority for the proposed use. All permits required hereunder shall be acquired by Licensee at its sole cost and expense. If permits are required, a copy of the final permits must be provided to the Licensor prior to the commencement of any work on the Lands or Premises by Licensee and upon reasonable time for Licensor to review the permits.

- 10. <u>Governmental Jurisdiction</u>: Licensee shall, in the use and occupancy of the Premises, comply with all laws, ordinances, rules and regulations of Jefferson County, State of Wisconsin and all other governmental bodies having jurisdiction, over the operation of Licensee's or Licenser's business or occupation of the Lands and Premises.
- 11. Construction and Other Liens: Licensee shall have no authority, express or implied, to create or place any lien or encumbrance of any kind or nature whatsoever upon, or in any manner to bind, the interest of Licensor in the Premises or Lands or to charge the Base Rent payable hereunder, if any, for any claim in favor of any person dealing with Licensee, including those who may furnish materials or perform labor for any construction or repairs. Licensee covenants and agrees that it will pay or cause to be paid all sums legally due and payable by it on account of any labor performed, materials, services or supplies furnished in connection with any work performed on the Premises and Lands by or at Licensee's direction on which any lien is or can be validly and legally asserted against its interest in the Premises or the improvements thereon and that it will save and hold Licensor harmless from any and all loss, liability, cost or expense, including costs of suit and reasonable attorney's fees, based on or arising out of asserted claims or liens against the Leasehold estate or against the right, title and interest of the Licensor in the Premises and Lands or under the terms of this Licensee. Licensee will not permit any construction lien or any other liens which may be imposed by law affecting Licensor's or its mortgagees' interest in the Premises and Lands to be placed upon the Premises or Lands arising out of any action or claimed action by Licensee, and in case of the filing of any such lien Licensee will promptly pay same. Licensee shall provide Licensor with Lien Waivers from all contractors and subcontractors for all work performed and material and services supplied by or on its behalf at the Premises or Lands. If any such lien shall remain in force and effect for ten (10) days after written notice thereof from Licensor to Licensee and Licensee has not posted with Licensor a bond in the amount of at least 125% thereof, Licensor shall have the right and privilege of paying and discharging the same or any portion thereof without inquiry as to the validity thereof, and any amounts so paid, including expenses and interest, shall be so much Additional Rent hereunder due from Licensee to Licensor and shall be paid to Licensor immediately on presentation of a bill therefor. Notwithstanding the foregoing, Licensee shall have the right to contest any such lien in good faith and with all due diligence so long as any such contest, or action taken in connection therewith, protects the interest of Licensor and Licensor's mortgagee in the Lands, and Licensor and any such mortgagee are, by the expiration of said ten (10) day period, furnished such protection, and indemnification against any loss. liability, cost or expense related to any such lien and the contest thereof as are satisfactory to Licensor and any such mortgagee. If Licensee has posted a bond with Licensor in the amount of 125% of the liens, such liens can and will be cleared within 180 days of filing. However, Licensor reserves the right at any time prior to the expiration of said 180 day period to make a demand on said bond to clear its title in the event such liens would prevent Licensor's lawful use or transfer of its property in any way or to prevent any loss of Licensor's fee simple ownership rights. Licensor reserves the right to make demand on any such bond immediately upon expiration of said 180 day period. Licensor agrees to notify Licensee of its intent to secure the release of any such liens from the posted bond. No temporary or permanent construction may occur in wetlands. If any work is proposed within wetlands, the Licensee must obtain the appropriate permits from the Wisconsin Department of Natural Resources ("WDNR") and the Army Corps of Engineers ("ACOE"). The Licensee must provide a copy of the application and final permits to Licensor prior to working within the wetland and provided Licensor has reasonable time to review said permits.
- 12. <u>Diggers Hotline:</u> Licensee shall contact Diggers Hotline at (800) 242-8511 to locate any underground facilities at least five (5) days prior to any work, excavation or construction on the Lands and Premises in order to determine the location of electric, telephone, water, communication and natural gas facilities within the Lands, Premises and surrounding lands in the vicinity of the contemplated work and the applicable clearance requirements for work performed in the proximity of such facilities.

- 13. Plan Review and Approval: Licensee shall submit to Licensor and to ATC for its review and written approval at least 90 days prior to the start of construction of each Segment, detailed site plans and construction drawings (hereinafter "Plans") showing each Segment for which it intends to construct next, including the proposed location of the Trail with respect to the Lands and Utility Facilities, which Plans shall also include proposed grade changes, Trail cross sections, signs and other improvements to the Premises which Licensee desires to construct or install. The written approval of the Plans shall be in compliance with the requirements of ss. 23.0916 and 23.0917, Stats. and shall not be unreasonably withheld. If Licensee intends to use any fill on Licensor's Lands, Licensee shall include the type and source of any fill material on the Plans and any fill material used shall be subject to inspection and analysis by Licensor for the presence of Hazardous Material as defined in Section 23 hereinafter. Licensee will not install or construct or permit to be installed or constructed, any improvements upon, or make any alterations or substantive changes to the approved plans for the Premises without first submitting plans and specifications to Licensor and receiving Licensor's approval thereof.
- 14. <u>Height Restrictions:</u> Licensee hereby agrees that no vehicles or equipment will be used, stored operated or permitted on the Lands or Premises having a height in excess of 12 feet above original ground grade level, unless otherwise approved in writing by Licensor and/or ATC as their respective interests lie.
- 15. Runoff Control: Licensee and its contractors shall follow those best management practices to prevent or control site runoff and erosion in accordance with the Wisconsin Department of Natural Resources (hereinafter "WDNR") publication "Wisconsin Construction Site Best Management Practice Handbook." It shall also be the responsibility of the contractor to determine if and when a permit to discharge storm water associated with a construction activity as per Wisconsin NR 216, or subsequent statute, law, ordinance, act, rule or regulation, is required. Following the completion of Licensee's work, all adjoining areas shall be restored.
- 16. <u>Drainage and Grade Changes:</u> Licensee shall be permitted, at its sole cost and expense, to grade, level, and apply crushed stone and/or asphalt paving and plant grass on the Trail and Premises as may be permitted by Licensor except that the Licensee shall not in any manner alter or change the original ground grade level of the Premises, or alter in any manner the drainage on the Lands or Premises without obtaining written permission from Licensor. Licensor, at its sole discretion, may require Licensee to install such drainage facilities as Licensor may deem necessary to adequately drain the Lands and Premises, which facilities are made necessary due to or arising out of any filling, grading, leveling, paving or use by the Licensee hereunder. All such drainage facilities (including culverts, storm sewers, ditches, etc.) shall be installed by and at the expense of the Licensee and to the complete satisfaction of Licensor. Any existing culverts that run beneath Licensor's lands must be maintained or enhanced; they can not be removed, filled or otherwise blocked.
- 17. Maintenance and Landscaping: Licensee shall, at its sole cost and expense, keep the Licensed Lands and Premises routinely mowed and free of weeds to the satisfaction of the local Weed Commissioner and Licensor. Licensor reserves the right to trim and/or cut down any trees and shrubs on the Lands and Premises. Licensee further agrees that it shall maintain the entire Premises as a Trail as described hereinabove, and perform such other landscaping maintenance necessary to maintain an appearance suitable to such use as a Trail for biking, hiking and cross-country skiing and other similar non-motorized recreational uses. Licensee shall not plant any trees or shrubs on the Lands or Premises without the express written permission of the Licensor. Licensee agrees to keep the Lands and Premises clean and free from all debris, rubbish, litter and trash. Licensee shall be permitted or upon request of Licensor, to place trash containers at convenient locations on the Premises. Such containers shall be emptied on a regular basis, prior to overflowing or creating a nuisance, by Licensee.
- 18. Work Standards: During construction, use of and repairs or maintenance to the Lands or Premises pursuant to this License, while in proximity to electrical conductors or gas facilities presently existing or to be installed at some future date, Licensee hereby agrees to conform to all laws, rules, ordinances, acts and regulations such as O.S.H.A. Safety and Health Regulations for Construction dealing with safe work practices and the operation of

equipment near electrical lines and equipment and the provisions and requirements of the Wisconsin Administrative Code, Rules of the Department of Commerce and any amendments thereto. Licensee shall, at all times, comply with the provisions of the Wisconsin State Electric Code, compiled by the Department of Commerce and the Public Service Commission of Wisconsin, and all amendments thereto. Any work done by Licensee on the Lands or Premises shall be performed in such a manner as not to interfere with the use of Licensor's Lands for electric lines, gas lines, communication lines and related or unrelated facilities, both overhead and underground, which presently exist or might be installed at a later date.

- 19. <u>Damage to Facilities:</u> Licensee hereby agrees to effectively prevent damage to electrical facilities, communication facilities or related facilities due to or arising out of the construction, installation, operation, maintenance, repairs, removals and use of the Lands and Premises by Licensee, its employees, agents, contractors, customers or invitees. In the event the Lands, Premises or adjoining lands or existing electrical and communication facilities or related or unrelated facilities thereon are damaged as a result of activities conducted on or in any way connected with Licensee's construction, installation, operation, maintenance, repairs, removals or use of the Lands or Premises by Licensee, its employees, agents, contractors, customers or invitees, repairs shall be completed by or at the direction of Licensor and paid for by Licensee upon presentation of a bill therefor.
- 20. Movement of Licensor Facilities: In the event it is necessary for Licensor, ATC or existing tenants, permittees or licensees to reconstruct, protect, modify, adjust, replace or relocate its facilities due to the aforementioned use of Licensor's Lands and/or the construction, operation, maintenance or existence of Licensee's facilities, Licensee agrees to promptly reimburse Licensor, ATC or such affected tenants, permittees or licensees upon presentation of a bill for the costs and expenses incurred by Licensor as a result thereof but Licensee shall be given the option of moving or relocating its material and equipment to reduce or eliminate costs associated herewith.
- 21. Proximity to Gas Lines/Facilities: During construction, installation, operation, maintenance, repairs, removals and use of the Lands and Premises pursuant to this License, while in proximity to gas lines and gas facilities presently existing or to be installed at some future date, Licensee hereby agrees to exercise due caution, comply with all applicable safety laws and regulations and take or suffer no action which results in the gas lines or gas facilities being placed in violation of any applicable law or regulation. In the event the Lands, Premises, adjoining lands or existing gas facilities or related facilities thereon are damaged as a result of activities conducted on or in any way connected with Licensee's construction, installation, operation, maintenance, repairs, removals or use of the Lands or Premises by Licensee, its employees, agents, contractors, customers or invitees, repairs shall be completed by or at the direction of Licensor and paid for by Licensee upon presentation of a bill therefor.
- 22. <u>Solid Waste:</u> Licensee shall not cause or permit any solid wastes to accumulate or be stored in or about the Lands or Premises. All solid wastes shall be properly stored, handled and routinely disposed of off the Lands and Premises in a manner that complies with applicable federal, state and local laws, codes and/or regulations. Licensee shall not store, handle or dispose of solid wastes in a manner that will pollute or contaminate the atmosphere, ground or water or which may adversely affect the health, welfare or safety of persons whether located on the Lands, Premises or elsewhere.
- 23. <u>Hazardous Materials</u>: Licensee its agents, employees, contractors, and invitees shall not cause or permit any Hazardous Material to be brought upon, kept, or used in or about the Lands or Premises or Licensor's adjoining lands. The use and/or storage of Hazardous Material by or for any assignee is prohibited. Licensee shall not discharge, leak, or emit, or permit to be discharged, leaked, or emitted, any material into the atmosphere, ground, storm water or sanitary sewer system, or any body of water, if such material (as determined by the Licensor or any governmental authority) does or may pollute or contaminate the same, or may adversely affect (a) the health, welfare, or safety of persons, whether located on the Lands, Premises or elsewhere; or (b) the condition, use, or enjoyment of any other real or personal property.

As used herein, the term "Hazardous Material" means:

- a. Any "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1976, as amended from time to time, and regulations promulgated thereunder;
- Any "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended from time to time, and regulations promulgated thereunder;
- c. Any oil, petroleum products, and their byproducts; and
- d. Any substance which is or becomes regulated by any federal, state, or local governmental authority.

Licensee agrees that it shall be fully liable for all costs and expenses related to the use, storage, and disposal of Hazardous Material kept on the Premises or Lands by the Licensee and the Licensee shall give immediate notice to the Licensor of any violation or potential violation of the provisions of this Section——. Licensee shall defend, indemnify, and hold harmless Licensor and its agents from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs, or expenses (including, without limitation, attorneys' and consultant fees, court costs, and litigation expenses) of whatever kind or nature, known or unknown, contingent or otherwise, arising out of or in any way related to:

- aa. The presence, disposal, release, or threatened release of any such Hazardous Material which is on, from, or affects soil, water, vegetation, buildings, personal property, persons, animals, or otherwise:
- Any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such Hazardous Material;
- cc. Any lawsuit brought or threatened, settlement reached, or government order relating to such Hazardous Material; or
- dd. Any violation of any laws applicable thereto. The provisions of this Section shall be in addition to any other obligations and liabilities Licensee may have to Licensor at law or equity and shall survive the transactions contemplated herein and shall survive the termination of this License.

Provided Licensee is not in violation of any federal, state or local laws, rules, ordinances or orders existing at the signing hereof or at some future date pertaining to vehicular discharge, leak, release or emission of any antifreeze, oil, petroleum products and their byproducts from Licensee's vehicles or those of its employees, contractors, visitors and invitees affecting the Premises and Lands and provided any such discharge, release or emission is in the typically small amounts associated with parking lot and driveway usage, Licensee shall not be considered to be in violation of this Section. Any larger discharge, leak, release or emission of antifreeze, oil, petroleum products and their byproducts resulting in pooling or runoff of the products must be quickly and thoroughly cleaned up by Licensee and properly disposed of off Licensor's lands or Licensee will be considered in violation of this Section.

Licensee shall not be considered in violation of this Section due to the presence of fuel in the fuel tanks of its vehicles or the vehicles of its employees, agents, contractors and invitees.

Nothing contained herein shall be construed to preclude Licensee from using Hazardous Materials in the routine maintenance of the Lands or Premises without the prior consent of Licensor so long as such materials are readily available to the general public or are applied by a contractor licensed for such application and are used in compliance with federal, state or local laws and regulations for its intended purpose and is applied in the manner and quantities recommended by the product manufacturer and the Wisconsin Department of Agriculture, Trade and Consumer Protection.

- 24. <u>Job Inspector Notification:</u> Licensee agrees to contact Rollie Simatic 414-944-5955 or such other person or phone number as Licensor may from time to time designate, within the specified time limits to inform him about the following occurrences:
  - a) At least seven (7) days prior to the commencement of the project herein permitted.
  - Within seven (7) calendar days after the termination of the License herein permitted with a plan for restoration.
  - c) Within seven (7) calendar days after the restoration has been completed.
  - d) Within seven (7) calendar days after a lapse of six (6) months since Licensee accepted this License if the project herein permitted has not been undertaken by such date; within seven (7) calendar days after each six (6) month interval thereafter until the project herein permitted is undertaken.

It is not Licensor's intent to serve as or in lieu of a building inspector, but to serve and protect Licensor's interest in the Lands and Premises and other improvements and its communication, electrical, gas and other facilities. In the event Licensor's inspector(s) reasonably determines that communication, electric, gas or other facilities of Licensor are in danger of being damaged or certain construction activity poses a threat to human life, Licensee hereby agrees that Licensor's inspector(s) is empowered to immediately shut down and stop all threatening activity and the work shall not restart until Licensor's inspector is satisfied that the dangerous situation has been resolved to his or her satisfaction. The cost of Licensor's reasonable supervision shall be itemized and billed separately to Licensee and Licensee agrees to promptly reimburse Licensor for its reasonable cost.

- 25. Indemnification/Insurance: Licensee hereby agrees to indemnify, save and hold harmless Licensor, its affiliated corporations and their respective directors, officers and employees against any and all loss, cost, liability, damage and expense, including attorney's fees incurred by Licensor on account of any injury to or death of any person or persons whomsoever or on account of damage to property sustained by any person or persons whomsoever caused by, connected with or arising directly or indirectly, wholly or in part, from any use, permitted or not, or operation of the Lands and Premises resulting in any manner from the privileges herein given and whether authorized for such use or not, or the failure of Licensee to observe the covenants of this License; excepting, however, any claims or actions arising out of the sole negligence or willful acts of Licensor. Licensee agrees to deliver to the Licensor a certificate to the effect that it has in full force and effect a comprehensive general liability insurance policy, which may be supplemented by an umbrella policy, issued by a reputable insurance company and Bodily Injury Liability coverage in the amount of \$1,000,000 each person, \$2,000,000 each accident, and Property Damage Liability coverage in the amount of \$250,000 each accident, and further providing that Licensor will receive at least ten (10) days notice in writing of any cancellation thereof and naming Licensor as an additional insured. Licensee agrees to continue such insurance in force during the entire term of this License, and shall furnish like certificates for any renewal thereof.
- 26. <u>Safety and Protection:</u> The Licensee hereby agrees, at its sole cost and expense, to erect and maintain any barricades, guard rails, fencing, and/or safety devices for protection as they relate to the protection of the Licensor's and ATC's electric facilities, gas facilities and related construction and operational procedures. The

Licensee agrees to maintain the same in good condition, repair and appearance at all times. Licensee will submit to Licensor any and all plans and specifications for the installation of barricades, guard rails, fencing and/or safety devices or protection which may be installed on the Lands and Premises and such installations shall not be made without the consent and prior written approval of Licensor. No fencing, barricades or other improvements shall be installed or erected for any purpose which will obstruct, interfere with or impede the free access of Licensor or ATC to the Lands, Premises or facilities.

- 27. <u>Galvanic/Stray Current/Grounding:</u> Licensee agrees to release Licensor from any responsibility for damage or personal injury resulting from electromagnetic fields electrolysis due to local galvanic or stray current conditions on or along said Lands. Further, Licensee agrees to assume all costs for electrolysis protection. All improvements, including bridges, shall be grounded unless otherwise approved in writing by Licensor.
- 28. Removal of Improvements: Licensee hereby agrees, upon the expiration or early termination of this License by forfeiture, lapse of time or otherwise, if so requested in writing by Licensor, to remove promptly, at its sole cost and expense, all or part of its improvements including Trail surfaces and drainage structures from the Lands or Premises. In the event Licensee cannot or is unable or unwilling to remove said improvements and related facilities as directed by Licensor, Licensee hereby authorizes Licensor to do so, and Licensee hereby agrees to reimburse Licensor for any and all expenses incurred in connection therewith, including restoration as hereinafter required, upon presentation of a bill therefor, and Licensee hereby agrees to indemnify and save harmless Licensor from all liability of any kind whatsoever that Licensor may have incurred by such removal.
- 29. Restoration: Licensee agrees to restore or cause to restore the Lands and Premises of Licensor to the condition existing prior to any disturbance to such Lands and Premises. Licensee further agrees that upon the earlier termination or expiration of this License by either Party, the Lands, including the Premises shall be restored to the condition existing prior to any disturbance or improvement from the aforementioned use of Lands and Premises. Included, but not limited to, in such restoration, after construction and subsequent to termination of this License, shall be the spreading of topsoil and sowing perennial type grass seed on any disturbed areas, replacement of crushed stone and/or paved surfacing, replanting of shrubs and other ground cover and repair of fences and gates or other damages incurred due to or arising out of the permission herein given.
- 30. <u>Snow Plowing:</u> Licensee shall be permitted to plow, but not pile, the snow on the Premises in the event it desires to do so.
- 31. Taxes: During the License Term, Licensee shall be responsible for all taxes on the Licensed Space, such taxes being defined as any and all federal, state and local governmental, quasi-governmental or public authority taxes. assessments and charges of any kind or nature, whether general, special, ordinary or extraordinary (but not including income or franchise taxes or any other taxes imposed upon or measured by Licensor's income or profits, except as provided below), or payments to governmental authorities in lieu thereof, whether or not in contemplation of the parties to this License, which Licensor shall pay or become obligated to pay because of or in connection with the ownership, renting, or operation of the Licensed Space (including but not limited to charges for the installation, maintenance, repair and replacement of sewer/water, curb, gutter and roadway) and of the personal property, fixtures, machinery, equipment, systems and apparatus located thereon or used in connection therewith. Taxes shall include, without limitation, all real and personal property taxes (attributable to the year in which paid), sales taxes, assessments (special or otherwise), fire inspections, transit taxes and ad valorem taxes but shall not include penalties or late fees thereon unless the penalty and/or late fees are directly attributable to Licensee. Taxes shall also include all fees, costs and expenses (including, legal fees and court costs) paid by Licensor in connection with protesting or contesting or seeking a refund or reduction of and/or negotiating with public authorities with respect to any of the aforesaid taxes, regardless of whether Licensor is ultimately successful. If at any time during the term hereof, a tax or excise on rents or other tax however described, other than an income tax, is levied or assessed by the United States or the State of Wisconsin, or any

political subdivision thereof, on account of the rents hereunder or the interest of Licensor under this License, such tax shall constitute and be included in taxes. Any taxes paid by Licensor hereunder shall be reimbursable to Licensor by Licensee as Additional Rent

- 32. Breach of License: In the event Licensee shall breach or violate any of the terms, conditions or provisions of this License, or if any governmental agency having jurisdiction shall serve any demand, order or notice, including violations relating to zoning or municipal ordinances, upon Licensor or Licensee, the Licensee shall, at its sole cost and expense, correct said breach or violation and comply with said demand, order or notice within 30 days of its receipt of such written notice or as stated within said demand, order or notice. In the further event that Licensee does not correct said breach or violation or comply with said demand, order or notice within the required time period, it shall be lawful for Licensor, without liability to Licensee, without notice or demand, to declare said License terminated and to re-enter the Premises either with or without process of law and to expel, remove and put out Licensee or any person or persons occupying the Premises, using such force as may be necessary so to do and to repossess and enjoy the Lands and Premises again as before this grant of License without prejudice to any remedies which might otherwise be used for the preceding breach of covenants; Licensee hereby expressly waiving all right to any notice or demand under any statute relating to forcible entry and detainer. The decision of Licensor shall be final and binding upon Licensee concerning any breach or default in the covenants and agreements contained in this License. Licensee shall be liable to Licensor for any and all costs incurred, including reasonable attorneys' fees owing to or arising out of any action taken pursuant to this provision in which Licensor prevails.
- 33. Licensor Right to Enter: The Licensor reserves unto itself and ATC and for their employees, agents and contractors the right, at any time, to enter upon the Lands and Premises by any means necessary i) for performing studies, gathering of air, water, soil and other material samples, ii) for inspection of the Premises in order verify Licensee's compliance with the Lease terms, iii) for access to Licensor's Lands including the Premises, iv) to inspect, patrol, construct, install, operate, maintain, replace and repair electric lines, gas lines, communication equipment and related and unrelated facilities and equipment, both overhead and underground, upon, over, across, in and beneath the Premises and the Lands without liability to Licensee, the same as though this License had not been entered into. Licensor or ATC through Licensor may, without liability to Licensee, require Licensee to immediately vacate all or part of the Premises upon notice to do so in the event Licensor deems it necessary to make emergency repairs to its facilities. In the event it becomes necessary for Licensor or ATC to install or erect additional electric lines, natural gas lines, communication lines and/or related facilities at some future date, Licensee hereby agrees to vacate as much of the Premises as Licensor and/or ATC deems necessary and for such periods of times as may be necessary to install, modify, reconstruct or erect such facilities upon receipt of notice from Licensor to do so. Licensor and/or ATC shall perform and complete all work under this Section as quickly as is reasonable possible to minimize the inconvenience to Licensee.

Licensee further agrees that it shall immediately vacate the Premises and close down the Trail upon notification by Licensor that weather conditions exist or may develop which could cause dangerous conditions such as icing on trees and wires.

34. <u>Paramount Rights:</u> The rights of the Licensor and ATC to utilize the Lands and Premises in their utility business will at all times be and remain paramount to the rights herein granted to Licensee and nothing stated herein is to be construed as restricting Licensor from granting rights to other Parties or persons in, upon or under the Lands and/or Premises for but not limited to driveways, streets, sidewalks, sewers, water pipes and mains, drainage tiles and pipes, gas mains and pipelines, communication circuits and other allied uses. It is understood and agreed that this License is subject to all existing easements, grants and licenses.

- 35. <u>Fees and Charges:</u> As a condition of the agreement, Licensee shall not charge at any time fee for the use of the Trail except that Licensee may be permitted to charge a fee for group activities or special events upon written consent of Licensor, which consent shall not be unreasonably withheld.
- 36. <u>Alcoholic Beverages Prohibited:</u> Licensee covenants and agrees that alcoholic liquors or beverages are not permitted on the Lands and Premises.
- 37. <u>Police Protection:</u> Licensee shall be permitted to provide or arrange for the provision of all law enforcement and shall be permitted to reasonably require such law enforcement personnel to patrol the Premises as it deems reasonable under this License.
- 38. <u>Notices:</u> All notices to Licensor shall be sent by a reputable overnight delivery service, registered or certified mail, addressed to Wisconsin Electric Power Company, Property Management, Room A252, 231 West Michigan Street, Milwaukee, Wisconsin 53201, or at such other address or place as Licensor may from time to time designate in writing. Personal delivery with a signature acknowledgement of receipt by Licensor is always an acceptable means of delivery.
  - All notices to Licensee shall be sent by a reputable overnight delivery service, registered or certified mail addressed to County Administrator, Jefferson County Courthouse, 311 South Center Avenue, Room 111, Jefferson, WI 53549, or at such other place as Licensee may from time to time designate in writing. Personal delivery with a signature acknowledgement of receipt by Licensee is always an acceptable means of delivery.
- 39. Waiver of Terms and Conditions: Failure of Licensor or Licensee to enforce or insist upon compliance with any of the terms or conditions of this License shall not constitute a general waiver or relinquishment of any such terms or conditions, but the same shall be and remain at all times in full force and effect.
- 40. <u>Costs and Attorney Fees:</u> Licensee shall pay and discharge all reasonable costs, expenses and attorney fees that may be incurred or paid by Licensor in enforcing the covenants and agreements of this License where litigation is not commenced. In the event litigation is commenced by Licensor or Licensee to enforce any provision of this License, the prevailing Party (as determined by a judgment in favor of one Party or the other) shall be entitled to recover from the other, as additional costs, its reasonable attorney fees and costs incurred in connection with such action.
- 41. **No Joint Venture:** The agreements contained herein are not intended, nor shall the same be deemed or construed, to create a partnership between Licensor and Licensee, to make them joint ventures, nor to make Licensor in any way responsible for the debts or losses of Licensee.
- 42. <u>Obligations Survive:</u> All obligations of Licensee hereunder not fully performed as of the expiration or earlier termination of the term of this License shall survive the expiration or earlier termination of the term hereof, including without limitation, all payment obligations with respect to taxes and all obligations concerning the condition of the Lands.
- 43. <u>Binding Effect:</u> The covenants and agreements herein contained shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns, except as otherwise provided in Section hereof.
- 44. <u>Captions:</u> The captions in this License are inserted only as a matter of convenience and for reference and in no way define, limit, construe or describe the scope or intent of such sections or paragraphs of this License nor in any way affect this License.

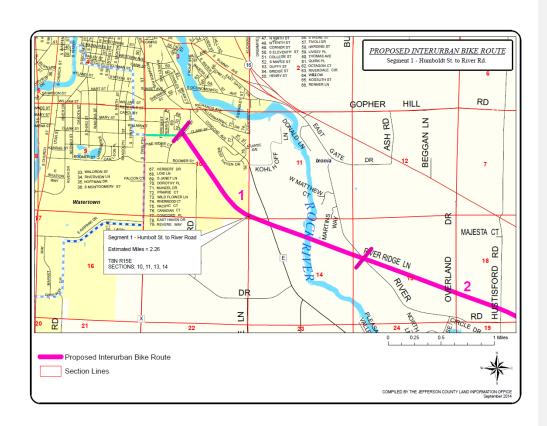
- 45. <u>Severability of Provisions:</u> If any term, covenant or condition of the License or the application thereof to any person or Party or circumstance shall, to any extent, be invalid or unenforceable at any time, the remainder of the License, or the application of such term, covenant or condition to persons, Parties, or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this License shall be valid and be enforced to the fullest extent permitted by law.
- 46. <u>Interpretation:</u> The laws of the State of Wisconsin shall govern the validity, performance and enforcement of this License. Whenever the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders.
- 47. <u>Acceptance:</u> Licensee hereby accepts this License upon the terms, conditions, restrictions hereinbefore set forth, and do covenant to keep and perform each and every one of said terms conditions and restrictions.
- 48. <u>Final Plans:</u> Final plan and profile must be submitted by Licensee and reviewed and approved by Licensor and American Transmission Company. If Licensor and ATC approve final plans then Licensee may install trail as agreed to in the final set of plans.

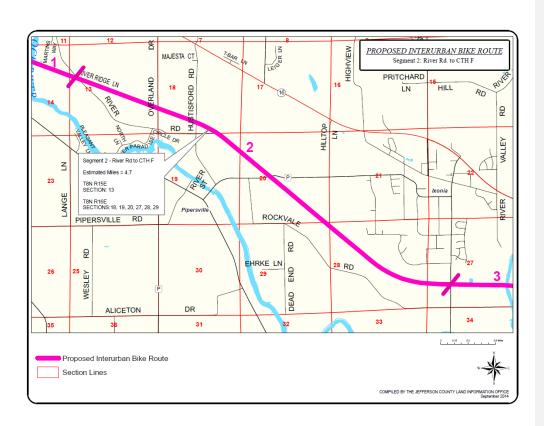
The covenants herein contained shall bind the Parties mutually and their respective successors and assigns.

signed by James T. Raabe, its Manager of Pro , 2014, and the said		ement on theday of , has caused these presents to		bv
its		s, nao saucos ances procento s		•
corporate seal to be hereunto affixed this	day of	, 2014.		
In Presence Of:		WISCONSIN ELECTRIC POWER COMP	PANY (Licensor)	١
		By		'

JEFFERSON COUNTY	(Licensee)
 By:	
ATTEST:	
By	

This document was drafted by Julie Simmons on behalf of We Energies, P. O. Box 2046, Milwaukee, Wisconsin 53201.







State of Wisconsin
DEPARTMENT OF NATURAL RESOURCES
101 S. Webster Street
Box 7921
Madison WI 53707-7921

November 11, 2014

Scott Walker, Governor Cathy Stepp, Secretary

Telephone 608-266-2621 Toll Free 1-888-936-7463 TTY Access via relay - 711



► REQUIRES IMMEDIATE ACTION ◀
County Conservation Aids
Grant# CC-W7169
Grant Amount: \$2,675.00

Joe Nehmer, Director Jefferson County 311 South Center Ave Jefferson, WI 53549

Dear Mr. Nehmer:

Congratulations! On behalf of the Governor, we are pleased to forward to you a grant agreement for financial assistance for the following project: **Dorothy Carnes Park/Rose Lake Natural Area Natural.** 

Please review the agreement and return the original signed by the authorized official within 30 days of this letter's date to Sandy Chancellor at the South Central Region, 3911 Fish Hatchery Rd, Fitchburg, WI 53711. The second copy is for your file. Funds will be encumbered when the signed agreement is returned. Please read the items checked below. They apply to your project and grant award.

- ☑ Grant Award Time Period: April 1, 2015 through June 30, 2016. All project activities must occur within this time period to be eligible costs for reimbursement.
- **Reimbursement Check:** Your reimbursement check will be mailed to Jefferson County, Joe Nehmer, 311 South Center Ave, Jefferson, WI 53549. This is the check recipient that appears in our records.
- ☑ Changes to the approved project scope may not be made without prior approval from the Department.

Reimbursement claim forms and/or financial administration information can be found by going to: <a href="http://dnr.wi.gov/Aid/forms.html">http://dnr.wi.gov/Aid/forms.html</a>. Please submit reimbursement claim forms for your project to Sandy. Feel free to contact Sandy at 608-275-7760, if you have any questions about your grant award or the reimbursement procedures. You may be contacted by the Office of the Governor or your state Legislator concerning the issuance of a press release to publicize the grant award. We are pleased to have the opportunity to participate with you on this project.

Sincerely,

For Mary Rose Teves, Director

Bureau of Community Financial Assistance

ancellor

DECEIVED

NOV 11 2014

JEFFERSON COUNTY
PARKS DEPARTMENT

Enclosure(s)



State of Wisconsin Department of Natural Resources P. O. Box 7921 Madison, WI 53707-7921

# YOUR COPY

OUTDOOR RECREATION AIDS GRANT AGREEMENT Form 8700-065 Rev. 01-10

Notice: Collection of this information is authorized under ss. 23.09(11), 23.09(26), 350.12(4), 23.33, and 30.92, Wis. Stats., and chs. NR 7, NR 50, NR 51, and NR 64, Wis. Admin. Code. Personally identifiable information collected will be used for program administration and may be made available to requesters as required under Wisconsin's Open Records Law [ss.19.31 ~ 19.39, Wis. Stats].

Grantee/Project Sponsor	Project Number
Jefferson County	CC-W7169
Project Title	
Dorothy Carnes Park/Rose Lake Natural AreaNatural	
Period Covered by This Agreement	Name of Program
April 1, 2015 Through June 30, 2016	County Conservation Aids
Project Scope and Description of Project	

Jefferson County will do restoration work at Dorothy Carnes County Park and Rose Lake State Natural Area. Work will include cutting and removal of non-native woody vegetation, hand pulling and spraying of non-native herbaceous plants and seeding. Returning the land to the natural habitat, numerous plant and animal species will benefit as a result of the project.

PROJECT FINANCIAL ASSISTANCE SUMMARY:		The following documents are hereby incorporated into and made part of this agreement:	
Total Project Cost	\$5,350.00	Chapter NR NR50, Wisconsin Administrative Code	
Cost-Share Percentage	50%	2. Application Dated 09/26/2014	
State Aid Amount	\$2,675.00		
Project Sponsor Share	\$2,675.00		
<del></del>			

STATE SINGLE AUDIT GUIDELINES. Grantees shall comply with annual Single Audit requirement as specified in OMB Circular A-133 "Audit of States, Local Governments, and Non-Profit Organizations" and the Wisconsin State Single Audit Guidelines found at: http://www.doa.state.wi.us/Divisions/budget-and-finance/financial-reporting/state-controllers-office/state-single-audit-guidelines issued by the Wisconsin Department of Administration (DOA), State Controller's Office.

All regulatory permits and approvals, including water and wetland regulatory permits and approvals, required by federal, state or local agencies must be obtained prior to project construction and complied with fully during project construction.

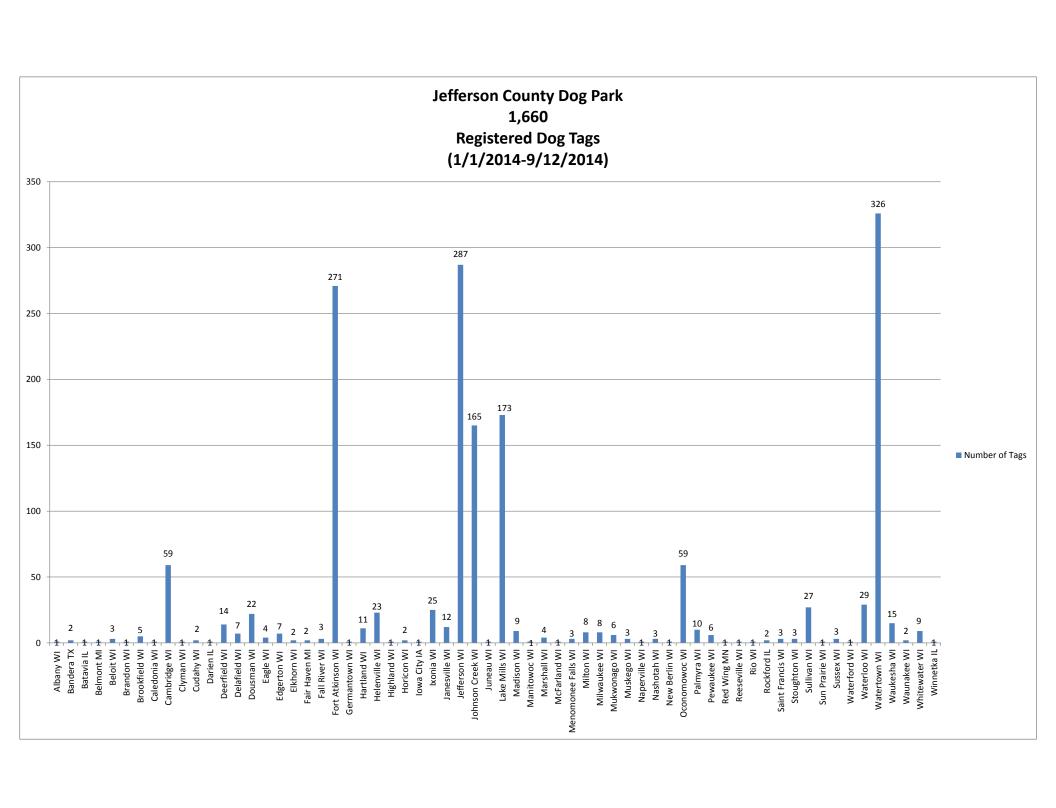
Sy(Signature)	DEPARTMENT OF NATURAL RESOURCES FOR THE SECRETARY  By Sundy Chancellor  Mary Rose Teves, Director
· ·	Bureau of Community Financial Assistance
(Title)	
	11/11/14

STATE OF WISCONSIN

(Date)

The persons signing for the Sponsor represents both personally and as an agent of his or her principal that he or she is authorized to execute this agreement and bind his or her principal, either by a duly adopted resolution or otherwise.

(Date)



# State of Wisconsin DEPARTMENT OF NATURAL RESOURCES Superior Service Center 1701 N 4<sup>th</sup> Street Superior, WI 54880

Scott Walker, Governor Cathy Stepp, Secretary Telephone 608-266-2621 Toll Free 1-888-936-7463 TTY Access via relay - 711



14

November 17, 2014

IP-SC-2014-28-04105

Jefferson County Parks Dept. Kevin Wiesmann 311 South Center Ave Jefferson, WI 53549

Dear Mr. Wiesmann:

This acknowledges receipt of your application to place a structure on the bed of Rock River, Town of Sumner in Jefferson County. The site location is T5N, R13E, S13, NE of the SW.

Our field staff are currently evaluating your proposal. Depending on the amount of information you provided and the complexity of your project, you may be asked to provide additional information so that a complete evaluation can be made. We will notify you of the final disposition of your application as soon as we complete our review.

If you have not already done so, please contact the Jefferson County zoning office to determine if a local permit is also required for your project. I have forwarded a copy of your application to the U.S. Army Corps of Engineers. They will advise you directly as to whether their regulations apply to your project.

If you have any questions, please contact your local Water Management Specialist, Al Byla at (608) 275-3330 or email Algis.Byla@wisconsin.gov.

Sincerely,

Jason Hayes

Waterway and Wetland Permit Intake Specialist

cc: Al Byla, Water Management Specialist Stacy Marshall, Project Manager, (651) 290-5731, 20711 Watertown Road, Suite F, Waukesha, Wisconsin 53186, U.S. Army Corps of Engineers Jefferson County Zoning

Quality Customer Service is Important to Us. Tell Us How We Are Doing.
Water Division Customer Service Survey
<a href="https://www.surveymonkey.com/s/WDNRWater">https://www.surveymonkey.com/s/WDNRWater</a>



# **Mary Nimm**

From:

Joe Nehmer

Sent:

Tuesday, November 25, 2014 9:03 AM

To:

Mary Nimm

Subject:

FW: Blackhawk Island Fishing Warf

Attachments:

PROJECT NARRATIVE AND SITE DESCRIPTION.doc; Site Layout 10.31.14.doc

From: Kevin Wiesmann

Sent: Tuesday, November 11, 2014 11:02 AM

To: Rob Klotz; Joe Nehmer

Subject: Blackhawk Island Fishing Warf

I am sending a quick updated document to be submitted with our "Wetland Disturbance - Recreation Facility" permit application. Let me know ASAP if there is anything I should add.

Kevin Wiesmann
Jefferson County Parks Supervisor
1555 S. Industrial Drive
Jefferson, WI 53549
kevinw@jeffersoncountywi.gov
Office: (920) 674-7540

Cell: (920) 691-2329

#### PROJECT NARRATIVE AND SITE DESCRIPTION

The Blackhawk Island Handicap Accessible fishing wharf will be a riverside access to the Rock River specifically designed for mobility limited users, and those using wheelchairs. The project location has been vetted with DNR fisheries biologists Mark Baldock and the high quality of fishing at this location makes this the most desirable site for the wharf to be located. Currently this site is experiencing high densities of fishing activities which have begun to degrade the site. Adding a designated parking area will help to reduce the overall footprint fisherman are having along the river. Moving foot traffic onto a designated path to and from the parking area will again reduce the overall foot print of human activity on the site.

The Blackhawk Island fishing wharf is planned to be constructed on a contiguous property currently owned by Jefferson County, Wi. The property consists of three lots along the Rock River purchased between 1995 and 2003 through the FEMA flood mitigation program. Each lot previously had a house and gravel driveway and had significant fill added over the years by the private residences. Photo's of each property are included in this document. Each lot has a riprap and cement seawall. Shovel testing of the soil shows significant areas of gravel and stone fill where the driveways and foundations used to sit. The house foundations are also still partially intact and can be found throughout the site.

A wetland identification was conducted by Wisconsin DNR staff in October 2014. The report has determined the majority of the property to be wetland by current definition and standards. The proposed project will impact approximately 0.039 acres or 1,739 ft.<sup>3</sup> of the identified wetlands. Project activities will include placement of a 45′ x 26′ gravel driveway, 56′ x 5′ compacted gravel path, and a 7′ x 7′ concrete abutment for the fishing wharf to connect to. The gravel fill for the parking area and gravel pathway will not be any higher than the existing grade of the site. Spoils from the excavation of approximately 4″ of topsoil will be used to reclaim and restore areas that have been damaged by unauthorized vehicle traffic on the property.

In addition to the driveway and path, Jefferson County Parks plans to install stone barriers to prevent vehicles from driving across the property and further damaging the existing soils and/or causing additional runoff during rain and flooding events. Plans also include adding native plantings to the property including willow and pagoda dogwood. All areas of disturbance will be re-seeded with creeping red fescue, perennial rye, intermediate rye and Kentucky bluegrass. Property boundary signs as well as property rules signs will be installed at the property.

#### PROPERTY MANAGEMENT

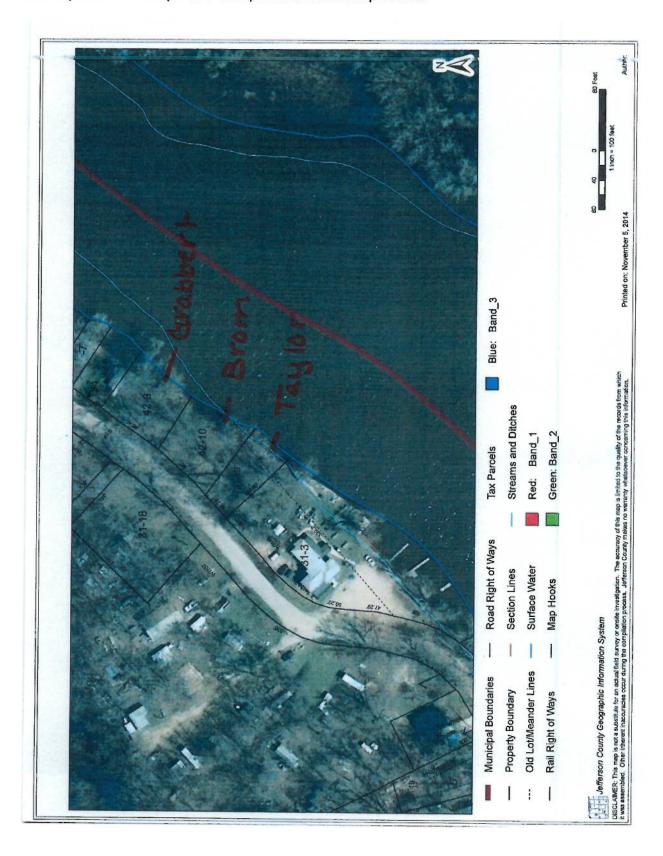
The Jefferson County Parks Department will manage this site as a day use fishing access only. All current county parks ordinances will apply. Jefferson County Parks staff will conduct weekly site inspections to ensure user compliance and remove trash and debris from the site. The wharf will be removed annually and stored onsite until spring.

#### **PROJECT ALTERNATIVES**

Multiple alternatives have been evaluated for this project. The original location of the wharf was going to be on a true wetland site further upriver. DNR fisheries technician Mark Baldock recommended moving the site to a more quality fishing location in 2011. This secondary site also had a better base for parking and access due to the previous location of the homes, gravel driveways, and fill.

Other alternatives to disturbing the wetland areas included adding an elevated wooden walkway from the parking area to the wharf. The nature of the site and frequent flooding would cause a greater burden of maintenance for the department, and the gravel path was the preferred alternative for the project. The project design was meant to reduce total impact to the site by only including parking for 4 vehicles, creating a narrow ADA accessible walkway to and from the river's edge maintaining the minimum for ADA required 60". Adding the stones along Blackhawk Island Road will make sure additional destructive activities will not take place due to unwarranted travel on the property.

### Aerial photo of three parcels with previous ownership names.



Deeds for the three parcels the project will be located on.



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1143726	WARRANTY DEED STATE BAR OF WISCONSIN FORM 2-1	THES SPACE REFERVED FOR RECORDING DATA 982
100 to 10	T, his wife, as survivorship marital property, grantor	
conveys and warrants to		JAN 15 2004
Jefferson County, grantee		Hegister of Deeds Jefferson County, Wi
the following described real estate in Jefferso		RETURN TO GJ Miesbauer and Associates, Inc. 942 Friesland Rd, Marshall, WI 53559
State of Wisconsin:		Tax Parcel No. 028-0513-1342-009
This is not		009, commonly known as W7521 Blackhawk Island Road, Fort
Dated this	incorporated by reference herein.	. 223
See Attachment attached bereto and Dated this  Virginia M. Grabbert	dayof November	A Grabert (SEAL)
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Dated this  Virgina M. Grabbert  AUTHENTIC Signature(s)  authenticated this  day of	(SEAL) (SEAL) (SEAL) (CATTON  STATE OF V  Personally  [ack I. Grab	ACKNOWLEDGMENT  JESCONSIN
Dated this  Virging M. Grabbert  AUTHENTIC  Signature(s)  authenticated this day of  TITLE: MEMBER STATE BAR OF WISCO	(SEAL) (S	ACKNOWLEDGMENT  STSCONSIN  County  County  SS.  day of the above rapid  shert and Virginia M. Grabbert.
Dated this  "Virging M. Grabbert  AUTHENTIC  Signature(s)  authenticated this  Aday of  TITLE: MEMBER STATE BAR OF WISO  (If not	CATION  STATE OF WARDEN  STATE OF WARDEN  STATE OF WARDEN  TO THE ROOMER  FAS DRAFTED BY  TO THE ROOMER  TO THE	ACKNOWLEDGMENT  ACKNOWLEDGMENT  ACKNOWLEDGMENT  ACKNOWLEDGMENT  County:  St.  County:  St.  Care before me this and  the above sunfeed  obert and Virginia M. Grabbest  to be the person.  who executed the foregoing  d acknowledge the same.

WARRANTY DEED

STATE BAR OF WISCONSIN

Wisconsin Legal Blank Co In

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Janice M. Brow, wa unne	rried parson.	AECEIVED FOR RECOR
	<del></del>	My County
conveys and warrants to _leff	arson County	SEP 19 1995
		Negretor Oberga
		- Jefferson Opunity, Wi
		PETUAN TO
the following described real esta	ate in Jeff	STROP County. Vence Law Office
State of Wileconsin:		
line of the above parcel to where the said Souths to where the said Souths Lobssier above referred parcel to the place of Rast, and subject to easing greenment recorded Novem the above located in the	. intersects the high materiy lime of sai to intersects the bi- beginning, being los ements of record, in the court, 1962, in Vol e Town of Summer, Co	parcel of land Tekkey No.  and Nilliam Lohmaier  30 feet; theme running thomes Southwesterly  30 feet; theme running Morthwesterly to a  tance of 90 feet from where the Southeasterly many, themes Mortheasterly Along the highway  Id parcel deeded to M.G. Brundel and Milliam ghawy, themes down the Southeast line of said  cated in Saction 13, Town 5 Morth, Range 13  cated in Saction 13, Town 5 Morth, Range 13  cated in Saction 13, Town 5 Morth, Range 13  cated in Saction 13, Town 5 Morth, Range 13  cated in Saction 13, Town 5 Morth, Range 13  cated in Saction 13, Town 5 Morth, Range 13  cated in Saction 13, Town 5 Morth, Range 13  cated in Saction 13, Town 5 Morth, Range 13  cated in Saction 13, Town 5 Morth, Range 13  cated in Saction 13, Town 5 Morth, Range 13  cated in Saction 14, Town 5 Morth, Range 14  cated in Saction 15, Town 5 Morth, Range 15  cated in Sactio
		STATE TRANSFEE
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Exception to warrantine:		r pipes to adjoining properties.
	Also, see Attachmen	ot .
Dated this18th	dey of	September 1995
	(SEAL)	Janka M. Charmy ICCAL)
		Januta H. Bress
•—————		
	(SEAL)	(SEAL)
	(SEAL)	(SEAL)
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AUTHENTICA Signatures authenticated	ATION  This day of	ACKNOWLEDQMENT STATE OF VASCONSIN  JEFFERSON County.  Personally came before me, link 18th day of September 18 95 the abdus cented
AUTHERTICA Signatures authoriticated  TITLE: MEMBER STATE BAR O	ATION  This day of  F WISCONSIN	STATE OF VASCONSIN  JEFFERSON  County.  Personally came before ma, links 18th day of September 18 95 the above named Janice H. Bross
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Jefferson County Abstract Co., Inc. P.O. 86X 88, Jefferson, WL 53549 (414) 574-3434

vol 995 11 1 196

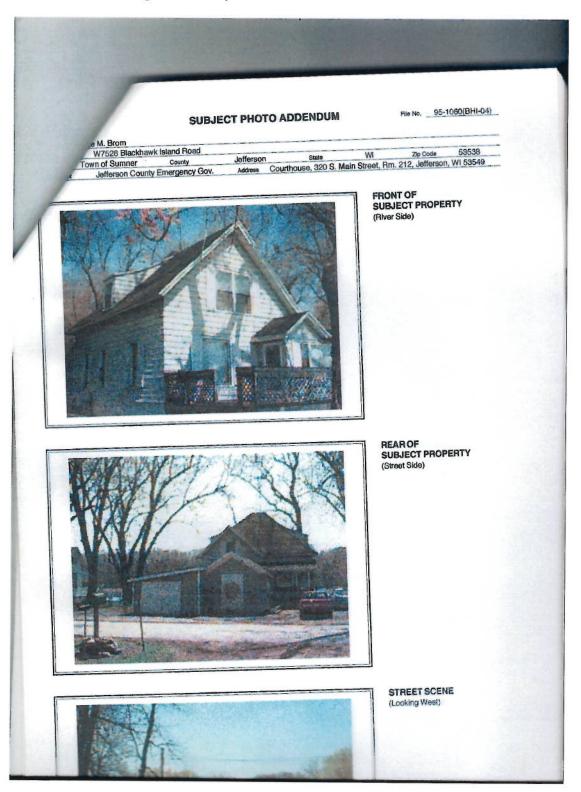
STATE BAR OF WISCONSIN—FORM 2
WARRANTY DEED
THIS SPACE RESERVED FOR RECORDING DATA

Bruce P. Taylor and Genevieve S. Taylor, hu	ishand and wife
	RECEIVED FOR RECORD
~ <del></del>	m 1:10 o'clock P. M
convey& and warrants to _Jefferson County, Wiscon	JUN 27 1997 -
quasi-municipal corporation,	Jan Derken
	Basister of Charles
	Jefferson Caurity, Wi
	RETURN TO
	Jefferson County
he following described real estate in	Corporation Counsel
State of Wisconsin:	Tax Key No.: 05-13-13-31-01
Parcel 1: A part of Government Lots 10 and of Section 13, Township 5 North, Range 13 E Misconsin, bounded and described as follows land desded by G.C. Kunz and wife to Ray Thom P. 161, at an iron stake; thence S.53°K. Slver, 10 feet for a place of beginning; thehence M.53°K. to the highway; thence N.68° beginning; thence S.53°E. to the place of beginning; the supering th	Mast, Town of Summer, Jefferson County, i: Commencing on the Southeast corner of compson and recorded in Vol. 138 of Deeds to Rock River; thence N.E.ly up Rock ence S.W.ly down Rock River, 42.78 feet; 57-1/2'E. to a point opposite the place of eginning.
contained in agreements recorded on November 2, 1966, in Vol. 363 P. 492 as Document No. 84 of Records P. 689 as Document No. 82161 This is not homestead property.	21, 1962, in Vol. 27, Hisc. P. 210; May 661509; and September 30, 1986, in Vol.
(is) (is not)	161 40
Exception to warranties: See Attachment	161
Dated this 26th day of	June 1997
BRUCE P. Taylor (SEAL)  (SEAL)	Genevieve S. Taylor  By  Bruce P. Apylor, Retorney-in-Face  (SEAL)
Signatures authenticated this day of	Jefferson County 59.
TITLE: MEMBER STATE BAR OF WISCONSIN	1997 the above named
(If not	Personally came before me, this 26 Miday of 1997 the above named Bruce P. Taylor, individually, and as attorney-in-fact for Genevieve S. Taylor
authorized by § 706.05. Wis. Stats.)	
THIS INSTRUMENT WAS DRAFTED BY	to me known to be the person who executed the foregoing instrument and acknowledge the same.
PHILIP C, RISTON	Mitchell J. Simon
Jefferson County Corporation Counsel  State har #1016691  Signatures may be authenticated or acknowledged.  Soft are not necessary.)	Notary Public Jefferson County, Wis My Commission is permanent, (Www. state expurdition
The use of witnesses is optional.	date:
Furnished by: JEFFERSON COUNTY ABBTRACT CO., INC. P.O. BOX 68, JEFFERSON, WI. 53648 (414) 574-3458	Service Control of the Control of th
	ABSTRACTS . FITLE INSURANCE . ESCROWS

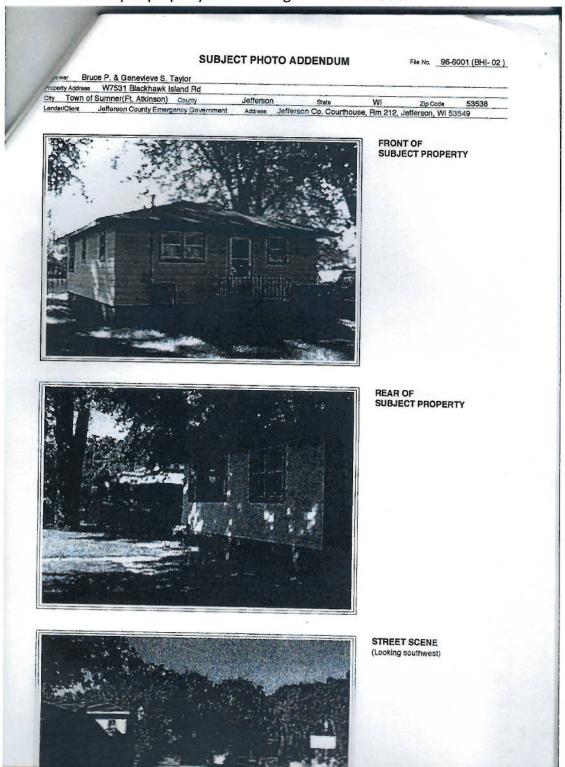
View of Grabbert property from the front and back of the house before being removed in 2003.

### **PHOTOGRAPHS OF SUBJECT PROPERTY** SUBJECT Front view of dwelling SUBJECT Back view of dwelling Blackhawk Island Flood Mitigation Project PAGE 14 **Grabbert Property**

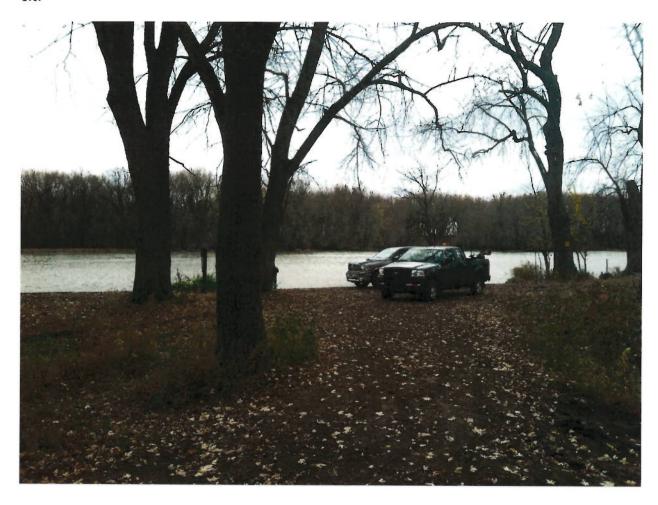
Pictures of Brom property before being removed in 1995. Note the driveway in front of the house is in the same location as the proposed parking area for the fishing wharf. The trail would extend through the main portion of the house to the river.



### Pictures of the Taylor property before being removed in 1996.



View of property from Blackhawk Island Road looking southeast where the Brom house used to sit:



View of Sea wall from the North looking South:



View of seawall from the South looking North:



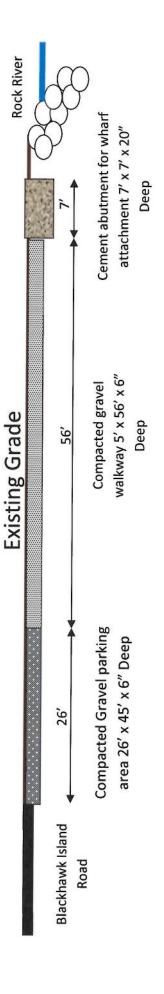
View of the property with trees and vegetation looking south from Blackhawk Island Road. The parking area would site right along the road in this area of the property.



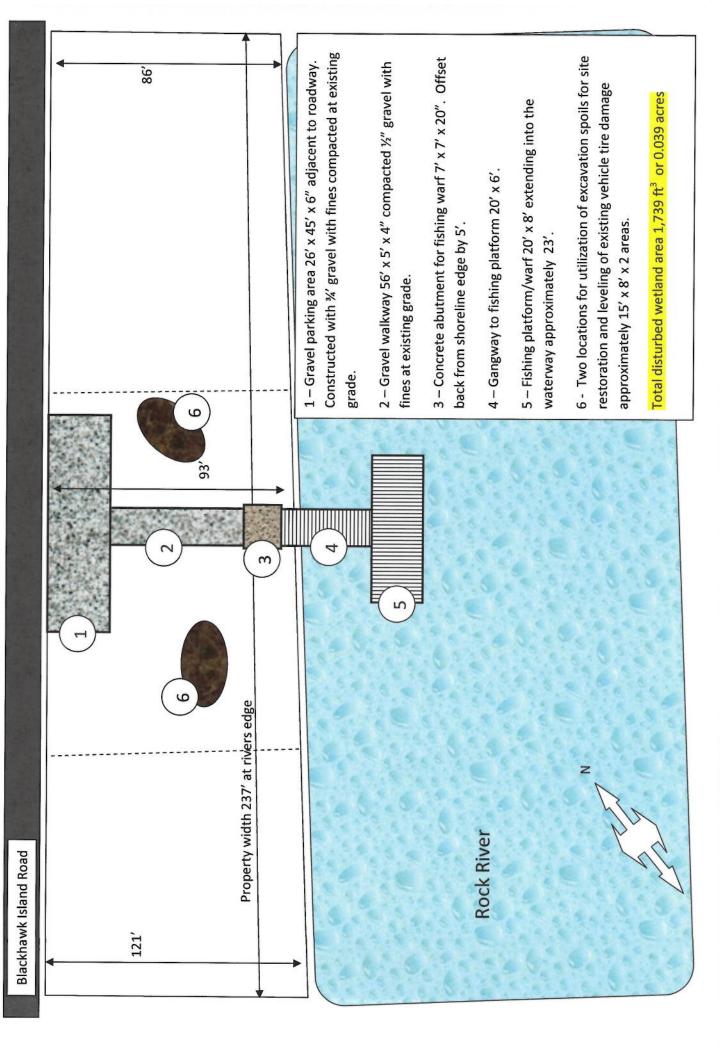
View of property with trees and vegetation from Blackhawk Island Road looking East:



## PROJECT CROSS SECTION - NOT TO SCALE



## PROJECT OVERVIEW - NOT TO SCALE





H			×
Save		Do not close your work until you SAVE.	Clo
Home	Attachments		

State of Wisconsin Department of Natural Resources dnr.wi.gov Water Resources Application for Project Permits Form 3500-053 (R 8/13) Notice: Pursuant to chs. 30 and 31, Wis. Stats., ch. 281, Wis. Stats, and s. 283,33, Wis. Stats., this form is used to apply for coverage under the state construction site storm water runoff general permit, and to apply for a state or federal permit or certification for waterway and welfand projects or dam projects. This form and any required attachments constitute the permit application. Failure to complete and submit this application form may result in a fine end/or imprisonment or forfeiture under the provisions of applicable laws including s. 283.91, Wis. Stats. Personal information collected will be used for administrative purposes and may be provided to requesters to the extent required by Wisconsin's Public Records Laws (ss. 19.31-19.39, Wis. Stats.). Read all instructions provided before completing Section 1: Landowner Information Authorized Representative (Last Name, First Name) vner Name (Organization, Entity or Name) Wiesmann Jefferson County Parks Department Kevin Mailing Address City Zip Code 311 South Center Ave. WI Jefferson 53549 Phone Number (xxx-xxx-xxxx) Alternative Phone Number 920-674-7540 kevinw@jeffersoncountywi.gov 920-691-2329 Section 2: Applicant/Information Select if same as landowner Jefferson County Parks Department Wiesmann Kevin Mailing Address City Zio Code 311 South Center Ave. Jefferson WI 53549 Phone Number (xxx-xxx-xxxx) kevinw@jeffersoncountywi.gov 920-674-7540 Section 3: Primary Project Contact e: Select if same as landowner Consultant or Plan Preparer Contractor Agent Other - specify: Contact Person (Last Name, First Name) Jefferson County Parks Department Wiesmann Mailing Address Zip Code 311 South Center Ave. WI 53549 Jefferson Phone Number (xxx-xxx-xxxx) Alternative Pi one Number kevinw@jeffersoncountywi.gov 920-674-7540 920-691-2329 Section 4: Project or Site Location: County Project Name City Township Jefferson Blackhawk Island Handicap Acce... Township of SUMNER Location Address / Description W7528 Blackhawk Island Road, Town Of Sumner, WI 53538 Public Land Survey System (PLSS)-Provide the section, range, township information and latitude and longitude in decimal degrees, if available. of Section Township Range ■ E 42.5345 % SE <sub>14</sub> 13 5 N W Latitude (xx.xxxxx) Longitude(-xx.xxxxx)

### Water Resources Application for Project Permits

	Form 3500-053 (R 8/13) Page 2
	Pre-Application Resource Screening
planning and completed ar may result in Waterways:	our project site for the presence of sensitive natural or cultural resources before applying for a permit can assist you in a designing your project to avoid or minimize impacts to these resources. Please identify any screening you have already and attach any supporting documentation to your application, if sensitive resources are identified during the permit review in delays in processing your application and/or project re-design.  Frovide the name(s) of closest waterbodies: or and Lake Koshkonong
Wetlands: F	Has the project site been assessed for the presence of wetlands? • Yes No
If ye	s, select all sources of information used and attach supporting report or documentation
	Wisconsin Wetlands Inventory
2	Wetland Locator Tool http://dnr.wi.gov/topic/wetlands/locating.html
	Wetland Delineation by consultant
	NRCS Soils Map
	DNR Wetland Identification letter - http://dnr.wi.gov/topic/wetlands/identification.html
*	DNR Wetland Confirmation - http://dnr.wi.gov/topic/wetlands/identification.html
	Army Corps of Engineering Concurrence letter
	Other
Are w	vetlands proposed to be filled, excavated or disturbed during construction or as part of this project? Yes No
Endangered	d or Threatened Resources:
Has t	the presence of endangered or threatened resources been evaluated according to protocols developed by the
	Bureau of National Heritage Conservation (BNHC) http://dnr.wi.gov/topic/ERReview • Yes No
If Ye	s, select how the evaluation was completed and attach supporting report or documentation:

If this site is not wholly contained in the quarter-quarter section, more description:

Contained on quarter-quarter section

DNR BNHC ER Review Letter	
Certified ER Review Letter	
Broad Incidental Take Permit /Authorization (e.g. Management, etc) - Specify	No / Low Impact Activities, Grassland & Savanna
Other	
Section 6: Pr	roject information (Attach additional sheets as necessary)
Anticipated Project Start Date 5/18/2015	Projected Project End Date 12/24/2015
Photos: Provide photographs of the "before" condition	Date of Photographs: 11/1/2014
Narrative of the Project: Provide a one to two paragraph description of the propos intended use(s) of the project. Include this in the attachm	
Section 7: Certification and Permissions Certification: I hereby certify that I am the owner or authorized is of this Permit Application. I certify that the information contained is the project will be in compliance with all permit conditions. I under the permit may result in permit revocation and a fine and/or impris	If this form and attachments is true and accurate it certify that is stand that fallure to comply with any or all of the provisions of
Permission: I bereby give the Department permission to enter an notice and application, and to determine compliance with any rest	id Inspect the properly at reasonable times, to evaluate this ulting permit coverage
Signed Electronically	
Signature of Landowner / Authorized Representative — For St signature of landowner is required. Authorized represent	

Press to Refresh Missing Items

Validation Summary:

Section 1 & 2:

Section 4 & 5

Other errors:

State of Wisconsin DEPARTMENT OF NATURAL RESOURCES 101 S. Webster Street Box 7921 Madison WI 53707-7921

November 18, 2014

Scott Walker, Governor Cathy Stepp, Secretary Telephone 608-266-2621 Toll Free 1-888-936-7463 TTY Access via relay - 711



Recreational Trails Act Grant# RTA-679-13

Grant Amount: \$30,000.00

JEFFERSON COUNTY PARKS DEPARTMENT

► REQUIRES IMMEDIATE ACTION <

Joe Nehmer, Director Jefferson County 311 South Center Avenue Jefferson, WI 53549

Dear Mr. Nehmer:

Congratulations! On behalf of the Governor, we are pleased to forward to you a grant agreement for financial assistance for the following project: Jefferson County, Rock River Park Boat Landing and Pier

Please review the agreement and return the original signed by the authorized official within 30 days of this letter's date to Cheryl Housley at the South Central Region, 3911 Fish Hatchery Rd, Fitchburg, WI 53711. The second copy is for your file. Funds will be encumbered when the signed agreement is returned. Please read the items checked below. They apply to your project and grant award.

E Grant Award Time Period: November 12, 2014 through June 30, 2016. All project activities must occur within this time period to be eligible costs for reimbursement.

Reimbursement Check: When you submit your request for reimbursement the check will be mailed to Jefferson County, Joe Nehmer, 311 South Center Avenue, Jefferson, WI 53549. This is the check recipient that appears in our records.

E Changes to the approved project scope may not be made without prior approval from the Department.

If not enclosed, reimbursement claim forms and/or financial administration information can be found by going to: http://dnr.wi.gov/Aid/forms.html. Please submit reimbursement claim forms for your project to Cheryl. Feel free to contact Cheryl at 608-275-3218, if you have any questions about your grant award or the reimbursement procedures. You may be contacted by the Office of the Governor or your state Legislator concerning the issuance of a press release to publicize the grant award. We are pleased to have the opportunity to participate with you on this project.

Sincerely,

Mary Rose Teves, Director

Bureau of Community Financial Assistance

Enclosure(s)

C: Cheryl Housley - SCR

State of Wisconsin Department of Natural Resources P. O. Box 7921 Madison, WI 53707-7921

### DNR COPY

OUTDOOR RECREATION AIDS GRANT AGREEMENT Form 8700-065 Rev. 01-10

Notice: Collection of this information is authorized under ss. 23.09(11), 23.09(26), 350.12(4), 23.33, and 30.92, Wis. Stats., and chs. NR 7, NR 50, NR 51, and NR 64, Wis. Admin. Code. Personally identifiable information collected will be used for program administration and may be made available to requesters as required under Wisconsin's Open Records Law [ss.19.31 - 19.39, Wis. Stats].

Grantee/Project Sponsor	
	Project Number
Jefferson County	
Deliterson County	RTA-679-13
Project Title	
Trojust mic	
Jefferson County, Rock River Park Boat Landing and Pier	
Tark Boat Landing and Pier	
Period Covered by This Agreement	Nome of Description
	Name of Program
November 12, 2014 Through June 30, 2016	Recreational Trails Act
,	Treoreational Traits Act
Project Scope and Description of Project	<u> </u>

Jefferson County plans to develop a new ADA pier and boat launch at its Rock River Park on the west side of Johnson Creek. The park is 4.0 acres in size and presently has parking lot, picnic shelter, restrooms, and artesian well. A shoreland restoration project was completed at the site in 2013 with the aid of DNR and the Rock River coalition. A local boat club donated \$25K toward the ADA new pier at the site as well as making improvements to the launch. The launch site is part of the Rock River National Scenic Water Trail that runs through 11 counties, from Horicon Marsh to Rock Island IL. Costs include: Boat launch improvements, labor, and pier.

PROJECT FINANCIAL ASSISTANCE SUMMARY:		The following documents are hereby incorporated Into and made part of this agreement:
Total Project Cost	\$60,000.00	1. Chapter NR 50, Wisconsin Administrative Code
Cost-Share Percentage	50%	2. Application Dated 05/01/2014
State Aid Amount	\$30,000.00	
Project Sponsor Share	\$30,000.00	
	·	

### A. General Conditions:

- The State of Wisconsin Department of Natural Resources (Department) and the Sponsor mutually agree to perform this
  agreement in accordance with the Recreational Trails Act and with the project proposal, application, terms, promises, conditions,
  plans, specifications, estimates, procedures, maps and also any assurances attached and made a part of this agreement.
- 2. This agreement, together with any referenced parts and attachments, shall constitute the entire agreement and previous communications or agreements pertaining to the subject matter of this agreement are superseded. Any revisions, including cost adjustments, must be made by an amendment to this agreement or other written documentation, signed by both parties, prior to the termination date of the agreement. Time extensions and scope changes to the agreement may be granted to the Sponsor by the Department in writing without the requirements of Sponsor signature.
- 3. Failure by the sponsor to comply with the terms of this agreement shall not cause the suspension of all obligations of the State if, in the judgment of the Secretary of the Department, such failure was due to no fault of the Sponsor. In such case, any amount required to settle at minimum costs any irrevocable obligations properly incurred shall be eligible for assistance under this agreement, at the Department's discretion.

### The Project Sponsor:

- 4. Agrees to comply with all applicable Wisconsin Statutes and Wisconsin Administrative codes in fulfilling terms of this agreement. In particular, the Sponsor agrees to comply with the provisions of Chapter NR 50, Wis. Adm. Code, as well as comply with all applicable local and state contract and bidding requirements. The sponsor should consult its legal counsel with questions concerning contracts and bidding.
- 5. May decline the offer of financial assistance provided through this agreement, in writing, at any time prior to the starting of the project and before expending any funds. After the project has been started or funds expended, this agreement may be rescinded, modified, or amended only by mutual agreement in writing.
- 6. Agrees, to save, keep harmless, defend and indemnify the Department and all its officers, employees and agents, against any and all liability claims, costs of whatever kind and nature, for injury to or death of any person or persons, and for loss or damage to any property (state or other) occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operation or performance of work in connection with this agreement or omissions of Sponsor's employees, agents or representatives.
- 7. Agrees to reimburse the Department of any and all funds the Department deems appropriate in the event the Sponsor fails to comply with the conditions of this agreement or project proposal as described, or fails to provide public benefits as indicated in the project application, proposal description or this agreement. In addition, should the Sponsor fail to comply with the conditions of this agreement, fail to progress due to non-appropriation of funds, or fail to progress with or complete the project to the satisfaction of the Department, all obligations of the Department under this agreement may be terminated, including further project cost payment.
- 8. Agrees, in connection with the performance of work under this agreement, not to discriminate against any employee or applicant for employment because of age, race, religion, color, disability, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Status, 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. The Sponsor further agrees to take affirmative action to ensure equal employment opportunities, as required by law. The Sponsor 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.

### The Department:

- 9. Promises, in consideration of the covenants and agreements made by the Sponsor, to obligate for the Sponsor the amount of \$30,000.00, and to tender to the Sponsor that portion of the obligation which is required to pay the Department's share of the costs based upon the state providing 50 percent of eligible project costs. The Sponsor promises, in consideration of the promises made by the Department, to execute the project described in accordance with this agreement.
- 10. Agrees that the Sponsor shall have sole control of the method, hours worked, and time and manner of any performance under this agreement other than as specifically provided in this document. The Department reserves the right only to inspect the job site or premises for the sole purpose of insuring that the performance is progressing or has been completed in compliance with the agreement. The Department takes no responsibility of supervision or direction of the performance of the agreement to be performed by the Sponsor or the Sponsor's employees or agents. The Sponsor is an Independent Contractor for all purposes, not an employee or agent of the Department. The Department further agrees that it will exercise no control over the selection and dismissal of the Sponsor's employees or agents.

### **B.** Special Conditions:

The following special project terms and conditions were added to this agreement before it was signed by the parties hereto:

- 1) The Redfin Shiner (Lythrurus umbratilis), a fish listed as Threatened in Wisconsin is found in this reach of the Rock River. It prefers turbid waters of pools in low-gradient streams over substrates of boulders, cobble, sand, silt or detritus. Spawning occurs from early June through mid-August in sunfish nests and they coexist with the sunfish in the nesting territory. Project construction needs to occur outside of the spawning period, June 1 - August 15.
- 2) An unclassified landfill is registered on the site. If waste material is encountered during construction please be prepared to send material to a licensed landfill. Likewise, please be aware of methane gas that may be generated by the waste. Please contact Jeff Ackerman if there are further concerns on the landfill: (608)275-3323.
- 3) All facilities constructed with assistance from this program must be accessible to persons with disabilities. All facilities developed with these grant funds shall be connected by linkage trails to a main walkway and/or parking lot.
- 4) Basic Federal Grant Conditions:
  - Audit Requirement of Federal Funds
    - OMB Circular A-133 requirements apply to each non-profit organization, each institution of higher education, and local governments as a whole when they or one of their departments receives federal funds. Any non-profit organization, institution of higher education, or local government spending more than \$500,000 in federal funds from all sources within a 12-month period must have an audit performed on the use of the funds. OGR defines the 12-month period as July 1 to June 30. The following webpage provides the full text of this basic federal grant requirement: <a href="http://www.whitehouse.gov/sites/default/files/omb/assets/a133/a133">http://www.whitehouse.gov/sites/default/files/omb/assets/a133/a133</a> revised 2007.pdf
  - Data Universal Number System (DUNS) and Central Contractor Registration (CCR)
    - All subrecipients of federal funds must have a nine-digit DUNS number in order. For more information: 1-866-705-5711 or http://fedgov.dnb.com/webform.
    - o All subrecipients of federal funds must maintain annual registration in the CCR database: www.ccr.gov.
  - Transparency Act Reporting for Federal Funds
    - The Federal Funding Accountability and Transparency Act (FFATA) requires WDNR to report on a federal website specific award and subrecipient identifying information for each award greater than \$25,000 WDNR makes with federal funds it received after October 1, 2010. Prior to receiving funds, each affected subrecipient must report certain information to the WDNR so that the WDNR can fulfill its FFATA reporting requirements. Data reported by the WDNR may be viewed at <a href="https://www.usaspending.gov">www.usaspending.gov</a>.
  - Cost Principles for Federal Grants to State and Local Governments
    - 2 CFR Part 225 (formerly known as OMB Circular A-87) requirements apply only to state and local government subrecipients. These regulations list and define general categories of costs that are both allowable and unallowable.
    - Examples are included below.
      - The cost of alcoholic beverages is unallowable.
      - Costs incurred by advisory councils are allowable.
      - Audit costs are allowable.
      - Compensation costs are allowable so long as they are consistent with that paid for similar work in other activities
        of the local government.
      - Entertainment costs are unallowable.
      - Equipment costs are allowable with the prior approval of WDNR. Equipment having a useful life of more than one year or a current per-unit fair market value of \$5,000 or more must be tracked. When replacing equipment purchased with federal funds, the equipment to be replaced may be used as a trade-in or can be sold with the proceeds used to offset the cost of the replacement equipment. In addition, during the period of the contract with WDNR, insurance on the equipment is allowable. Contact WDNR for information required to be captured and recorded.
      - Travel costs are allowable if pre-approved by WDNR and if they are consistent with costs normally allowed in like circumstances for non-federally funded activities. The following webpage provides the full text of this basic federal grant requirement: <a href="http://www.whitehouse.gov/omb/fedreg/2005/083105">http://www.whitehouse.gov/omb/fedreg/2005/083105</a> a87.pdf.
      - If a subrecipient uses grant funds to pay its employees, the subrecipient must maintain timesheets for work
        performed with the grant funds. Timesheets must show the hours worked and must be signed by the employee
        paid with the grant funds.

- Cost Principles for Federal Grants to Non-Profit Organizations and Institutions of Higher Education requirements apply only to
  the non-profit and higher education subrecipients. The CFRs referenced below list and define general categories of costs that
  are allowable and unallowable. The links below provide the full text of these two basic federal grant requirements.
  - 2 CFR Part 220 pertains to Educational Institutions (formerly known as OMB Circular A-21): http://www.whitehouse.gov/omb/fedreg/2005/083105\_a21.pdf.
  - 2 CFR Part 230 pertains to Non-profit Organizations (formerly known as OMB Circular A-122): http://www.whitehouse.gov/omb/fedreg/2005/083105\_a122.pdf.
- Nondiscrimination Requirements
  - o If you receive federal funds, you must comply with, and you must require your subcontractors, if any, to comply with, all applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34); the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); Ex. Order 13279 (equal protection of the laws for faith-based and community organizations); and 28 C.F.R. pt. 38 (U.S. Department of Justice Equal Treatment for Faith-Based Organizations).
  - Per Title VI of the Civil Rights Act of 1964 and the Omnibus Crime Control and Safe Streets Act of 1968, you must take reasonable steps to provide meaningful access for persons with limited English proficiency.
  - In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a
    due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds,
    you must forward a copy of the finding to the WDNR.
  - In accordance with federal civil rights laws, you shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.

The persons signing for the Sponsor represents both personally and as an agent of his or her principal that he or she is authorized to execute this agreement and bind his or her principal, either by a duly adopted resolution or otherwise.

STATE OF WISCONSIN

DEPARTMENT OF NATURAL RESOURCES

State of Wisconsin

DEPARTMENT OF NATURAL RESOURCES

101 S. Webster Street
Box 7921

Madison Wi 53707-7921

Scott Walker, Governor Cathy Stepp, Secretary Telephone 608-266-2621 FAX 608-267-3579 TTY Access via relay - 711



November 18, 2014

RTA-679-13

Joe Nehmer, Director Jefferson County 311 South Center Avenue Jefferson, WI 53549

Subject: Jefferson County, Rock River Park Boat Landing and Pier

Dear Mr. Nehmer:

As you are aware, the acceptance of a federal grant such as the Recreation Trails Program grant entails a number of federal requirements that are broader or more targeted than state grant requirements. One of these requirements is the role of the project sponsor in achieving goals for the involvement of Disadvantaged Business Enterprises (DBE) in grant project activities.

We are approaching this requirement by relying on voluntary actions of project sponsors. In brief what we are asking is for project sponsors to demonstrate that they have taken affirmative steps to make DBE enterprises aware of project activities that are subject to public bidding or request for proposals (RFP) for professional services. The current DBE eligibility directory is found on the Wisconsin Department of Transportation's webpage at the following address:

http://www.dot.state.wi.us/business/engrserv/dbe-firms.htm

With regard to RFPs for professional services such as engineering or design, we would encourage you to consider making appropriate DBE enterprises aware of your professional service needs.

With regard to project activities that require public bidding, we are requesting that you undertake two actions: (1) when you put together the bid specifications that you encourage general contractors to use DBE enterprises as subcontractors where appropriate, and (2) when you are going to publicize bid specifications for any portion of your RTA grant, that you review the eligibility directory for appropriate DBE contractors and provide the bid announcement to them by direct mail. There will be no additional requirements regarding the normal review and selection of the lowest responsible bidder.

Depending on the nature of the project you can indicate your affirmative actions through the following items that would be appropriate:

- Copies of correspondence that indicate DBE enterprises that were involved in the RFP process for professional services
- Copy of the bid specifications that indicate your encouragement of general contractors utilizing DBE contractors as subcontractors.



- Copies of the direct mail letters to DBE contractors announcing the opportunity to provide a bid on the project construction activity
- Copies of DBE Contact Summary indicating DBE contractors solicited and contractor follow-up (a copy of the summary is enclosed)

If a DBE contractor is selected for rendering professional services or as the lowest responsible bidder, then it should be so noted as part of the project claim documentation. We will rely on the project billing submission as the appropriate point to report on DBE participation.

We are hopeful that through the voluntary steps you take that DBE enterprises may successfully compete in the public bidding process.

Thank you for your cooperation in this matter.

Sincerely,

Mary Rose Teves, Director

Bureau of Community Financial Assistance

Enclosures: DBE Contract Summary

Cheryl Housley - SCR

### DBE CONTACTS

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CONTACT#	
Name of Business Address	Telephone
	Subcontract Amt.
If firm utilized; Type and Scope of Work Being Subcontracted	
	Type of Contact
If firm not utilized, explain:	Letter
	Telephone
	Other
CONTACT #	
Name of Business Address	Telephone
	Subcontract Amt.
If firm utilized; Type and Scope of Work Being Subcontracted	
	Type of Contact
If firm not utilized, explain:	Letter
	Telephone
	Other
CONTACT #	
Name of Business Address	Telephone
If firm utilized; Type and Scope of Work Being Subcontracted	Subcontract Amt.
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If firm not utilized, explain:	Letter
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CONTACT #	
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	Subcontract Amt.
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}	Type of Contact
f firm not utilized, explain:	Letter
	Telephone
i de la companya de	Other

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State of Wisconsin Department of Natural Resources Box 7921 Madison, WI 53707-7921

### **Grant Payment Request**

Form 8700-001 (R 8/12)

Page 1 of 2

Notice: Project Sponsors are required to provide information requested on this form when applying for payment of a grant funded by the Department. See Reporting Requirements on reverse. The Department will not process your payment request unless you provide all information requested. This information will be used to determine the amount of your payment and issue your check. Personally identifiable information collected will be used for program administration and may be made available to requesters as required under Wisconsin's Open Records law [ss. 19.31-19.39, Wis. Stats.].

Submit one copy of this request form, your completed Grant Payment Worksheet (Form 8700-002), and required documentation, listed on reverse, to your DNR Grant Specialist. See the DNR web site for additional information: http://dnr.wi.gov/Aid

Project Sponsor Information	Aller (1987). The second of th						
Project Sponsor / Management Unit Name				Grant Number			
Project Name	W-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1		· · · · · · · · · · · · · · · · · · ·	County			
				Country			
The DNR will mail the check to the name as "Check Recipient." Questions? Conta	e identified on the application act DNR Grant Specialist.	Type of	Request:	st:  Partial		◯ Final	
Payment information (see reverse for	instructions)						
A. Payment Record to Date			Amount		This Coli	umn for DNR Use Only	
Amount of Grant (from original or am	ended Grant Agreement)						
2.a. Advance Payment Received, if any							
2.b. Total Payments Received after Advance Payment, if any							
2.c. Total Payments Received to Date (Lines 2.a. + 2.b.)					ne aleja – .		
3. Funds Remaining (Line 1 minus Line 2.c.)							
B. Cost Share Amount							
Total Eligible Project Costs this Period     Project Costs" field on Worksheet (Fo		\$					
5. Your Share of Costs. See Line 5 instructions on reverse.			\$				
6. State Share of Costs (Line 4 minus Line 5) NOTE: This line cannot exceed the amount in Line 1.		\$			1 14 - 11	Professional Control of Control o	
C. This Payment Request and Grant B	alance Remaining						
<ol> <li>Amount of Advance Payment Received advance payment received or alread</li> </ol>		\$					
8. Amount Eligible this Claim (Line 6 mi NOTE: This line cannot exceed the amount exceeds the exceeding exceeding exceeding exceeds the exceeding exceeding exceeds the exceeding exceed		\$			Amount ap		
9. Grant Balance Remaining (Line 3 minus Line 8)			\$				
Lake & River Grants Only: Does project	include State Lab of Hygiene S	Sam <mark>ple</mark> Ai	nalysis? (	Yes	○ No		
Certification			en e		e de la companya de l La companya de la companya de		
I certify that, to the best of my knowledge and expenditures are based on actual payments of	belief, the eligible costs requested f record. This reimbursement repr	l are in acc esents the	ordance wi grant share	th the terr e due that	ns of the grai has not been	nt agreement and that all n previously requested.	
Name of Authorized Representative - type or print					de) Telephone Number		
Signature of Authorized Representative			(Area Code) FAX Number				
Date Signed		<del></del>	Email Add	iress			
Space Below this Line for DNR Use Only			<u> </u>	<u> </u>			
Grant Specialist Signature			Reimburs	ement Ap	proval Date		

### **Grant Payment Request**

Form 8700-001 (R 8/12) Page 2 of 2

Line 1: Amount of Grant (from original or amended Grant Agreement), Enter amount on the first page of your grant agreement, often called "State Aid Amount" or "Total Project Funds Awarded."

Line 2. A: Advance Payment Received, if any. Some grant programs allow project sponsors to request up-front grant funds (advances) at the beginning of the grant period, even before expenses are incurred. If you had no advanced payment, enter \$0 on line 2.A. If you received an advance, this amount is generally on the signature page of your grant agreement.

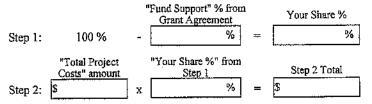
Line 2. B.: Total Payments Received after Advance Payment, if any. Some grant programs allow partial payments after the advance payment was received. If you have received partial payments, enter the total amount of all payments after the Advance Payment on line 2.B.

Line 2. C.: Total Payments Received to Date. Enter the total amount of lines 2. A, +2, B.

Line 3. Funds Remaining. This amount is the balance of your grant award after subtracting all payments made before the date of this request.

Line 4. Total Eligible Project Costs this Period. Transfer amount from "Total Project Cost" field on Grant Payment Worksheet, Form 8700-002. This is the total of all eligible expenses claimed for this payment request.

Line 5. Your Share of Costs. This is the portion of eligible costs that are your responsibility. See your grant agreement. If your grant agreement shows "Fund Support" as a percentage instead of a \$ amount, complete steps 1 and 2 below:



Enter "Step 2 Total" in Line 5 on front. Questions? Contact your grant specialist.

Line 6. State Share of Costs. This is the portion of eligible costs that are the State's responsibility (Line 4 minus Line 5). This amount cannot exceed the grant balance remaining, as shown on Line 3, or the amount of money expended by the grant sponsor.

Line 7. Amount of Advance Payment Received. Some grant programs allow project sponsors to request up-front funds (advances) at the beginning of the grant period. The amount of your advanced payment needs to be supported with eligible expenses. Also list those expenses on your worksheet (Form 8700-002). If you did not receive an advance payment enter \$0 in this area. If your advanced payment has already been accounted for in a previous payment request, enter \$0 in this area. Do not list partial payments on Line 7.

Line 8. Amount Eligible This Claim. Enter the amount you are requesting for this payment request. Do not include eligible expenses reimbursed through prior partial payments on this claim. On line 8, show the amount you calculate to be your payment on this claim. DNR staff will audit reimbursement claims before payment is sent.

Line 9. Grant Balance Remaining. This is the amount of grant funds available to you for future partial payments. If your claim is a final reimbursement request, any balance appearing on Line 9 is not available for your use in the future.

Lake & River Grants Only. Account for State Lab of Hygiene (SLOH) sample analysis. The amount of money available under your grant will be reduced by the amount of payments to SLOH.

### REPORTING REQUIREMENTS

Under authorities cited, use of this form is authorized for the following grants.

- All-Terrain Vehicles: s. 23.33, Wis. Stats., and ch. NR 64, Wis. Adm. Code
- Clean Vessel: Sec. 5604 of the federal Clean Vessel Act of 1992
- County Conservation Aids: s. 23.09 (12), Wis, Stats., and ch. NR 50.14, Wis. Adm. Code
- Lake Planning: s. 281.68, Wis. Stats., and ch. NR 190, Wis. Adm. Code
- Lake Protection: ss. 281.69 and 281.71, Wis. Stats., and ch. NR 191, Wis. Adm. Code
- Land and Water Conservation Fund-Land Acquisition & Development: Act of 1965, Public Law 88-578, and ch. NR 50, Wis. Adm. Code
- · Landowner Incentive Program: ch. 58, subch. III, Wis. Adm. Code
- Recreational Boating Facilities: s. 30.92, Wis. Stats., and ch. NR 7, Wis. Adm. Code
- Recreational Trails: federal 1998 Transportation Equity Act for the 21st Century
- River Planning: ss. 281.70 and 281.71, Wis. Stats., and ch. NR 195, Wis. Adm. Code
- River Protection: ss. 281.70 and 281.71, Wis. Stats., and ch. NR 195, Wis. Adm. Code
- Sports Fish Restoration: Federal Aid in Sport Fish Restoration Act
- Stewardship (NCOs) Land Acquisition & Development: ss. 23.096 and 23.098, Wis. Stats., and ch. NR 51, Wis. Adm. Code
- Stewardship (Local Units of Government) Acquisition & Development: s. 23.09, Wis. Stats., and ch. NR 51, Wis. Adm. Code.
- Urban Wildlife Damage/Abatement Control (UWDAC) Program: ss. 20.370(5)(fr) and 29.887, Wis. Stats. and NR 50.23 Wis. Adm. Code.

### REQUIRED DOCUMENTATION

Include one copy of the following attachments (\* if applicable) and other documentation required by your grant program.

### ACQUISITION:

- 1. Grant Payment Worksheet, Form 8700-002.
- 2. Copy of deed.
- Copy of title insurance policy.
- Closing statement/canceled check(s).
- 5. Offer to purchase.
- 6. Just compensation.
- 7. Statement of relocation payments.
- 8.\* WI Department of Commerce relocation statement.
- 9.\* Statement of program revenue; i.e., sale of buildings, etc.

### DEVELOPMENT:

- 1. Grant Payment Worksheet, Form 8700-002.
- Copy of invoices, vouchers and canceled checks.
- 3.\* Copy of bid specifications, certified bid tabulations, accepted bid proposal(s), contracts and change orders.
- 4.\* Force account labor/equipment records.
- 5.\* Donation labor/equipment records.
- 6.\* Copy of affidavit of publication or bid notice.

### MAINTENANCE:

- 1. Grant Payment Worksheet, Form 8700-002.
- 2. Copy of vendors invoices, vouchers and canceled checks.
- 3.\* Copy of bid specifications, certified bid tabulations, accepted bid proposal(s), contracts and change orders.

Certification: This payment request cannot be processed unless this form is signed by the authorized representative named in your resolution.

Questions? Contact your grant specialist at the DNR. That person is identified in the cover letter of your grant agreement.

State of Wisconsin
Department of Natural Resources
Community Financial Assistance

**Grant Payment Worksheet** 

Page 1 of 2

Form 8700-002 (R 10/13)

Project Sponsor / Management Unit Name

**Grant Number** 

**Notice:** Information requested on this form is required by the Department when applying for a reimbursement of eligible expenses. The Department will not consider your payment request unless you complete and submit this form.

Instructions: Itemize all project expenses, including donated labor, and attach photocopies of proof of expenses and payments for each item listed. See reverse for instructions. Use additional worksheets as necessary, numbering each. Submit with Grant Payment Request, Form 8700-001, or specific grant reimbursement form, to your DNR Grant Specialist.

Does this grant project include State Lab of Hygiene sample analysis costs?

O Yes O No

		Costs; ited Subtotal for all pages)	· Totali Project Costs: (Sum of Paid Subtotal and Donated Subtotal for all pages)		
Donated Subtotal	Paid Subtotal	t Cost: ted Subtotal per this page)	Total Project Cost: (Sum of Paid Subtotal and Donated Subtotal per this page)	Grant End Date	Grant Begin Date G
	:				
					1
					77.00
Amount Donated	Amount Paid	Eligible Project Cost Description (Check Grant Agreement)	Payee	Proof of Payment #	Date Expense   Invoice #

Form 8700-002 (R 10/13) Page 2 of 2

# INSTRUCTIONS FOR COMPLETING GRANT PAYMENT WORKSHEET

Use the worksheet to itemize all project expenses, including donated labor and donated expenses

- Attach photocopies of proof of expenses and payments for each item listed
- Use additional worksheets as necessary, include Grant Number on each sheet
- Submit Worksheet(s) and attachments with Grant Payment Request, Form 8700-001, or specific grant reimbursement form, to your DNR Grant Specialist

## Date Field and Column Definitions

Date Expense Incurred: Date of invoice, purchase, or service rendered

- Costs incurred prior to the beginning date or after the ending date of the grant agreement are not eligible for reimbursement, except as noted below
- Exceptions: Certain land acquisition, design costs, and navigational aids may be available retroactively. Check with your DNR Grant Specialist

Invoice #: Number on vendor invoice or bill associated with the purchase or service.

- invoice, as well as proof of payment identified below. Use as many lines as necessary. Combined Costs: If an invoice combines costs for multiple grants or expenses, identify and explain specific costs associated with each grant expense. Attach a copy of this
- Payment" column, Donated Expenses: Include invoice number if donated expenses are included on an invoice or bill. Otherwise, leave this field blank and go to "Proof of

- Proof of Payment #: Number on check or money order used to pay the expense. If no proof of payment number, leave blank. Attachments required:

  Expenditure Proof of Payment Examples: Canceled check, with front side of check containing the amount of the check digitally printed by the bank under the signature line; Non canceled check with bank statement showing check cleared account; County payroll vouchers; Credit card statements. For acquisition expenditures, acquisition closing
- Combined Proofs of Payment: If a proof of payment covers multiple expenses or grants, identify payments related to the particular grant expense on a copy
- sheets require signatures of volunteer(s) and supervisor(s). Donated Expenses: Volunteer Labor Log Sheet, or other donated labor/services documentation. Include volunteer names, type of work, hours worked, pay rate and totals. Log

Payee: Name of consultant, contractor, vendor, supplier, etc. to whom payment was made

and grant agreement. Eligible Project Cost Description (Check Grant Agreement): Describe expense briefly. Include only eligible expenses as specified in the particular project grant application

- Acquisition Grant Possible Eligible Expense Examples: Land/Conservation Easement, Recording Fees, Appraisal, Title Insurance, etc.
- Development Grant Possible Eligible Expense Examples: Construction, Equipment Rental, Landscape seed, Muich, Demolition, etc.
- Other Grant Type Possible Eligible Expense Examples: Materials, Supplies, Maintenance-Grooming; Maintenance-Signage, Maintenance-Other, etc.

Amount Paid: The amount of the project cost expense paid out-of-pocket. Enter only actual expenditures in this column

Amount Donated: The amount of value for donated services, labor, equipment, etc. Enter donated amounts in this column

Grant Begin Date /Grant End Date: Dates specified on the first page of your grant agreement or grant amendment

Paid Subtotal: The sum of all paid expenditures listed in this column, on this page

Donated Subtotal: The sum of the value of each donated item listed in this column, on this page

Total Project Cost: (Paid Subtotals all pages) + (Donated Subtotals all pages) = Total Project Costs

- Automatically calculated when form completed electronically.
- Transfer amount to line 4, "Total Eligible Project Costs This Period" of Form 8700-001, Grant Payment Request.

State of Wisconsin Department of Natural Resources PO Box 7921, Madison WI 53707-7921 dnr.wi.gov

### **Grant Partner Financial Data Report**

Form 9300-230 (R 4/14)

Notice: The Department provided you with a grant that included funding from a Federal agency or another Wisconsin agency. So that the Department is in compliance with OMB Circular A-87, we need you to complete the form below so that the Department may accurately report non-state funds that were used as match to the grant you received, including: cash contributions from your organization; Force Account labor; and donated labor, supplies, equipment, or equipment usage. Failure to provide information requested may result in denial of grant funding to the Department. Personally identifiable information will be used for program administration and audit purposes and must also be available to requesters as required by Wisconsin Open Records Law [ss. 19.31 – 19.39, Wis. Stats.].

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Date (example: 05/05/2014)		Grant Number	
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B_Grant Expenditure			
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2. Supporting Documentation: Provide support grant agreements, receipts or cancelled checks of	ing documentation, inclu r other proof of actual ex	ding time sheets, travel e kpenditures.	xpense vouchers, vendor invoices, contract or
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Indirect			
Total			
C. Cash Contributions to the DNR			
Attach proofs of payment to support contribut	ions listed in this secti	on.	
Date	Am	ount	DNR Use Only DNR Account Code
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Certification			
To the best of my knowledge, I certify that the			
Print Name of Grant Recipient's Authorized R	epresentative	Title of Authorized Rep	resentative
Signature of Authorized Representative	<u> </u>	Da	te Signed

### Grant Partner Financial Data Report Form 9300-230 (R 4/14) Page 2 of 3

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### Grant Partner Financial Data Report Form 9300-230 (R 4/14) Page 3 of 3

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Jefferson County Parks Department and Committee

### Proceedings Report: Crawfish River Park Visioning Workshop

**UW Extension, November 11, 2014** 

### **Participants**

Augie Tietz

Laura Payne

Walt Christensen

Matt Foelker

**Andy Didion** 

Patricia Cicero

Margaret Burlingham

**Tom Jennings** 

Joe Nehmer

Kevin Wiesmann

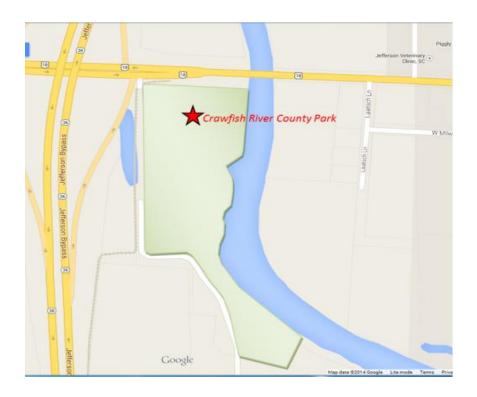
**Mary Nimm** 

### **Facilitated and Compiled By:**

Steve Grabow, Professor and Community Development Educator University of Wisconsin-Extension, Jefferson County Office

November 12, 2014

### CRAWFISH RIVER PARK VISIONING WORKSHOP: WORKSHOP PROCEEDING REPORT



## CRAWFISH RIVER PARK VISIONING WORKSHOP: WORKSHOP PROCEEDING REPORT

The ideas generated at the workshop have been organized into categories or themes. These represent individual ideas and the extent of agreement or disagreement was not tested.

## **EXISTING STRENGTHS/ASSETS**

#### **Partners/Volunteers**

- A. Proximity to schools (middle, HS, elementary all nearby)
- B. School owns land nearby
- C. Property results from public/private partnership (people like Andy & spirit of public good)
- D. Model for partnership; energy
- E. Group of volunteers "friends looking for direction"
- F. Lots of local buy-in

## **Access/Proximity**

- A. Proximity/access to population; especially by bike
- B. Land itself: 1/3 flood; 1/3 high and dry; good habitat (ducks to turtles)
- C. Beyond just a Jefferson park; accessible Illinois Horicon; great stop on GRT and river recreation
- D. No vehicle access (could also be weakness) because it is remote
- E. 17 acres/2,200' near City

#### **Site Features**

- A. 2,200' of river frontage
- B. Special "feeling"; diverse site (tucked-in)
- C. Upland area felt like a summer camp
- D. Adjacency of upland to lowland; special edges

## Habitat/Biodiversity/Prairie

- A. Biodiversity of site
- B. Different habitat in small area

## **Destination/Appealing to Many/Signage**

A. Many activities; appealing to many

## **Education/Interpretation**

A. Can be used for more education/summer school to learn about habitat

### River/Flood/Shoreline

A. River land hard to come by

## **LIMITATIONS/CHALLENGES**

## Condition/Hazards/Aesthetics

- A. Existing fill, cement barriers collapsing
- B. Dealing with "dug-out" condition
- C. Challenge of restoring cement fill
- D. Needs for general "clean-up"; removal of debris
- E. Potential liability of retention ponds, areas that could wash out (people falling in, maintenance, animals making holes, wash-out areas)
- F. Hazards on site
- G. Ditches have steep slope

## Transportation/Safety/Parking

- A. Bicycle/Pedestrian access that is safe
- B. Cars and trucks on Hwy 18 Heavy traffic
- C. Parking makes bike access difficult east toward town
- D. Challenges using HWY 18 on bikes (especially for families/youth)
- E. Speed limit too fast by park (should lower to 25-35 mph)
- F. DOT ruling: no curb-cut for off-road parking (as part of sale condition)
- G. DOT ruling: can allow only 4 or 5 cars along highway for parking

## River/Flood/Shoreline

- A. Access to park is limited during flood stage
- B. Flooding could change topography
- C. Shoreline access is difficult, steep, wooded (in some areas)

#### **Access/Proximity**

A. Proximity to Jefferson (difficult for safety, police patrol, potential vandalism, graffiti) – security concerns.

#### Habitat/Biodiversity/Prairie

A. Invasive species

#### Infrastructure

A. Challenge of access to electrical; would need upgrades

#### **Partners/Volunteers**

A. Challenge of "neighbor interests"

## **HOPES/VISIONS**

## Habitat/Biodiversity/Prairie

- A. Hope for habitat assessment (natives, etc.) and management plan
- B. Hope to build on wild flower prairie on south end
- C. Hope for introduction of natives (forbs, plants, etc.)
- D. Hope to enhance water habitat for rare fish species (first explore/research)
- E. Hope for "swaths" for ducks by making water control devices (natural areas for ducks)
- F. Hope to address emerald ash borer challenges and to address potential impacts to ash tree decline
- G. Hope for a "replanting" of tress; quality trees (need a planting plan)
- H. Hope to use "free tree" programs (oaks, others)

## Transportation/Safety/Parking

- A. Hope to provide safe-crossing for snowmobile
- B. Hope for parking areas (along J, other areas along W) for access by bike
- C. Hope for short/long term parking areas (look at all options)
- D. Hope to address "drop-off" opportunities for school groups, paddlers, others
- E. Hope for pull-off and drop-off sites for cars/buses
- F. Explore parking options on east side of river

## **Partners/Volunteers**

- A. Hope to partner with new owner (of 5 acre site) for parking, easement, bridge connection
- B. Partner with snowmobile club to explore funding source for bridge/other
- C. Hope for guide for volunteer "work plan"
- D. Use volunteers for tree planting/other
- E. Hope to partner with Piggly Wiggly for parking, retail, other

## **Destination/Appealing to Many/Signage**

- A. Hope for this as a destination, rest-stop, shade for bikes (good stop-over for thru bikers)
- B. Destination /target for Glacial River Bikes (Market)
- C. Destination for longer-trip paddlers (rest and stop and picnic)
- D. Hope for signage for this park (Where? What?)

## **Education/Interpretation**

- A. Opportunity for "interpretation" of natural features
- B. Hope for kiosk (interpretive panels for education)
- C. Hope for "marked features" for interpretive walk for school children
- D. Hope to tell stories about site/features

## **HOPES/VISIONS** (Continued)

#### **Trails**

- A. Hope for sustainable trail system
- B. Hope for "coherent" path and trail system
- C. Hope for trail map
- D. Hope for trail connections over water north to south

## **Biking**

- A. Hope for "bike fix-it" station (do it yourself station)
- B. Hope for trails that tie into Glacial River Bike Trail
- C. Hope for mountain bike trail low impact trail; an easy/beginner trail for youth; similar to Cam-Rock Park(ease on outskirts of site); design to avoid conflict with hikers i.e.: separate from hiking trail; possibly along edges or park perimeter

## Condition/Hazards/Aesthetics

- A. Hope for better, more natural "look" on the north end (soften the scarification of north end)
- B. Hope for aesthetic look as key entry/first impression coming into Jefferson on HWY 18
- C. Hope to remove fence/other unsightly areas

## Gathering/Picnic/Shelter

- A. Hope for gathering places
- B. Hope for amphitheater/gathering
- C. Hope for areas to gather youth for education/experiential
- D. Hope for non-traditional shelter (a smaller scale shelter with Jefferson County Parks character)

## **Land Acquisition/Connections**

- A. Hope to purchase some contiguous land
  - a. 3 acres on south end of park
  - b. Good place for picnic area along bike trail
- B. Purchase land on east side of river for potential link to 17 acres 5 acres that could be linked to existing park with a snowmobile/foot/bicycle bridge
  - a. Access to sewer and water
- C. Hope to connect Riverside Park on south side of river from Crawfish (trail along south side of river connecting these two parks)

## Camping

- A. Hope for camping for bikes and paddlers (primitive campsites; simple, flat area)
- B. Hope for cost-effective camping (2 or 3 sites) with water, food hand, fire circle, water (drinking) and restroom.

#### **Paddling**

- A. Hope for canoe/kayak access
- B. Identify destination options for paddlers (i.e. from Riverside Park)

## **HOPES/VISIONS** (Continued)

## **River/Flood/Shoreline**

- A. Hope for decent fishing pier (possibly rehab existing fishing platform)
- B. Hope for "overlook" platform/structure

## **Access/Proximity**

A. Hope for access from east

## **WRAP UP**

**Proceedings Report Compiled** 

Put survey on websites: RRC, Crawfish Friends, GHA

## **APPENDIX**

Agenda: Crawfish River Park Visioning Workshop

PowerPoint Presentation on Technical Observations by Parks Staff

Public Input Questionnaire: Crawfish River Park Plan Process

## **Crawfish River Park**

## **Visioning Workshop**

UW Extension, Room 103 (Upper Level) 2:00 p.m. November 11, 2014

## **Agenda**

- Welcome: Joe Nehmer and Augie Tietz
- Overview of Agenda and Meeting Guidelines: Steve Grabow
- Technical Site Characteristics: Parks Staff
  - Context and Background about this Park
  - Descriptive characteristics, inventory and site features
- Facilitated Session: Steve Grabow
  - a. Opener: Why are you interested in this park site?
  - b. Strengths: What do you see as existing strengths associated with this park site?
  - c. Limitations and Challenge: What are some potential limitations or challenges associated with this park site?
  - d. Vision Idea Prompts:
    - What are your hopes for features, facilities, character and/or activities at this park? or
    - What would you like to see in place some day at the Crawfish River Park? (short-term and/or long-term) or
    - What is your vision for what a successful Crawfish River Park would look like?
  - e. What are other ideas about this site would you like to share?
- o Wrap-Up: Next steps, Public Input Questionnaire, Other

Prepared by: Steve Grabow, Professor and Community Development Educator, UW Extension, Jefferson County Office, November 5, 2014

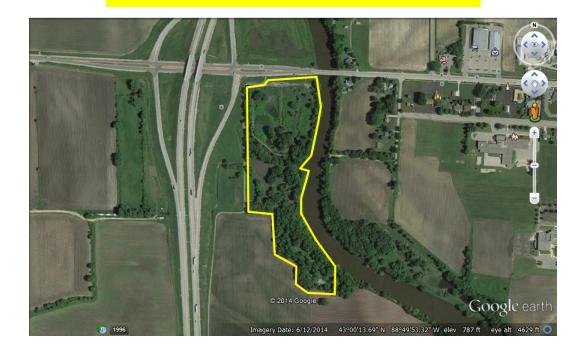
**PowerPoint Presentation on Technical Observations by Parks Staff** 



# Aerial Overview of Crawfish River Park and Jefferson, WI



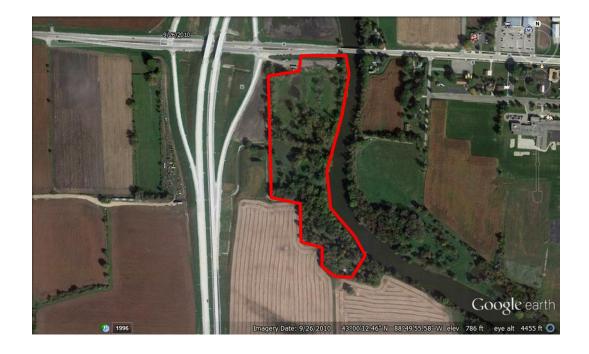
## **Project Overview**



9/8/2008



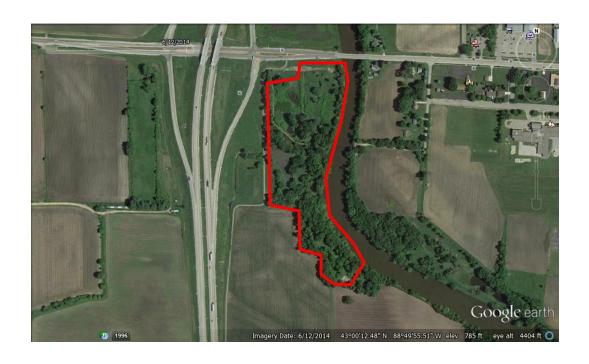
# 9/26/2010



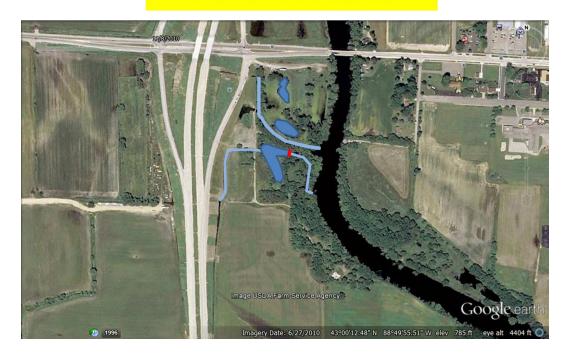
# 11/8/2010



# 6/12/2014



## Water features



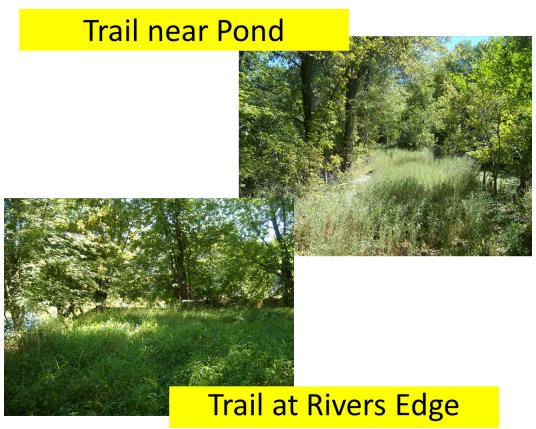




















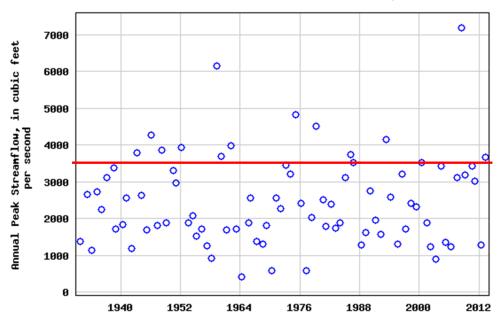


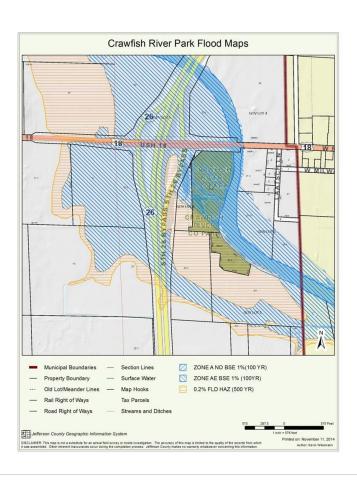




## Annual Peak Flows at Milford Gauging Station USGS

## USGS 05426000 CRAWFISH RIVER AT HILFORD, WI







## **Survey/Questionnaire**

# Jefferson County Crawfish River Park Plan Process Public Input Questionnaire October, 2014



The Jefferson County Parks Committee and staff are seeking your thoughts and ideas about opportunities for a new 17 acre parcel of park land (on the west side of Jefferson off Highway 18) called Crawfish River Park. The questionnaire on the back asks you to rank the importance of typical county park activities and facilities. Your comments will be compiled and presented to the Jefferson County Parks Committee, staff, partners and work groups involved with the planning for this site.

## **Open-Ended Questions**

1.	What qualities and characteristics do you value most in a County park such as Crawfish River
	Park?

2. What are your visions and hopes for this 17-acre site along the Crawfish River? (Considering such components as park features, recreation, activities, facilities, etc.) Note: This site currently features a segment of the Glacial River Bike Trail, contains informal nature trails, has valuable forested areas and has significant water access along the Crawfish River and some dredged ponds.

3. What are other thoughts or ideas that you would like to share?

4. Listed below is a collection of typical county park recreation and open space facilities and activities. Please rate the relative importance or need for these activities in consideration for the 17-acres, known as Crawfish River Park.

#### **Rating of Relative Need or Importance** (Circle one number for each activity/facility) Not Somewhat Very **Activity/Facility** Comments **Important Important Important** Bike Trails/Improvements Bird Watching **Camp Sites** Canoe/Kayak Launches Cross Country Ski Trails **Fishing Piers** Fishing Along Shore Gardening/Planting Areas for **Outdoor Education Guided Nature Walks Hiking Trails** Historical/Cultural Resources • Preservation Areas • Interpretation/Education Hunting Ice Skating **Natural Resource Areas** • Preservation of Tracts • Interpretation/Education • Improve Native Vegetation Open Space for Play Pavilion (year-round shelter) Play Area with Play Equipment Observation Deck Over Water **Parking Access** Picnic Areas Picnic Shelter Restrooms **Snowmobile Trails Trapping** Volunteer Opportunities

Other:

Jefferson County Parks Department and Committee

## Proceedings Report: Crawfish River Park Design Charrette

UW Extension, November 18, 2014

## **Participants**

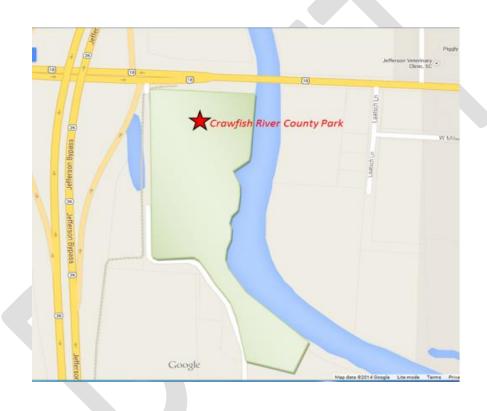
Augie Tietz
Walt Christensen
Matt Foelker
Margaret Burlingham
Tom Jennings
Tom Mortensen
Joe Nehmer
Kevin Wiesmann
Mary Nimm

## **Facilitated and Compiled By:**

Steve Grabow, Professor and Community Development Educator University of Wisconsin-Extension, Jefferson County Office

November 18, 2014

# CRAWFISH RIVER PARK DESIGN CHARRETTE: WORKSHOP PROCEEDING REPORT



## Agenda

- Overview of Charrette Process
- Ground Rules
- Review Findings (Workshop 1)
- Charrette Process (Jennings, Charrette Manager)
  - o Site Analysis
  - O Design & Place Elements
  - o Initial Site Plan
- Wrap-up & Follow-up

## **Function/Components**

## **Observation/Program Direction**

## **Transportation/Safety**

- Silent Sports Access "Feeling"
- Bike Safety Features (paint/pylons, ect.)
- Allow/Accommodate current 5 spot parking
- Advocate biking-in, paddling-in, walking-in
- School Access walk/bike as part of field trips
- Parking Linkages: to potential new parking off: J, W, UWEX, HHS

## **Restoration/ Connectivity (North)**

- Connectivity: both trail and hydrology experience
- Understand hydrology before detailing
- Major enhancement along HWY 18 corridor
  - Carrying through signature park features (signage, split rail)
  - Major paddling/water access (Koshkonong Creek/ Cambridge example)
  - Gathering Area (bikers/paddlers/walkers/fisherman):
    - Kiosk/Interpretation
    - Subtle Sculpture
    - Announce Park
    - Tree Grove/Native/Picnic Table
    - Simple and bold
- Demolition: text to describe; remove clutter
- Restoration: better shoreline along drainage
- Plinth area: overlook of river

## **Uplands (Southern)**

- Major node off bike path GRT (announce/tell park story)
- Destination feature area(s)
- Paved bike path from node off GRT to overlook/river view shed \* (out-back)
- Determine (ground truth) other river overlooks/maintained view shed
- Develop paddling put-in/take-out at interface of "uplands & wetlands."

- O Potential "niche" areas for 2 or 3 campsites (one pit-toilet, fire rings, picnic table, food hang, potable (place near bike overlook) water hand pump)
- Extend multi-purpose trail (mowed trail)
- o Small shelter (bike destination; used by campers; picnic; school groups, paddlers)

## **Other Program Direction**

## **Bridges/Crossing:**

- One new foot bridge
- One enhanced culvert crossing
- One long-term Crawfish River Bridge (funded in partnership with snowmobile organizations, DNR Stewardship, other fundraising sources – direct link to schools

Low impact design; use existing as much as feasible; "human scale"

**Restoration**: need to establish focus or theme, i.e.:

- Water quality & vegetative quality
- Flood Control
- o Remove hummocks; make bank slopes less steep

## Wrap-up

- Proceeding prepared by UW-Ex
- Tom J: develop plan drawing
- Tom M: hydrologic approach/theme
- Smaller group: Activity/Gandtt Chart
- To Parks Committee



Mr. Tony Derrick - Permit Specialist Enbridge Energy 21 West Superior Street, Suite 500 Duluth, MN 55802

RE: Enbridge Energy Pipeline Maintenance - Glacial River Trail

Dear Mr. Derrick:

I have been informed by our Parks Director, Joe Nehmer, that on October 10<sup>th</sup>, 2014, Enbridge Energy was performing pipeline maintenance on a section of the Glacial River Trail which is under the control of and responsibility of Jefferson County. Enbridge Energy has been granted an easement by Jefferson County for maintenance purposes. The easement requires that Enbridge Energy provide the Jefferson County Parks Department with at least 72 hours notice before the commencement of pipeline maintenance unless there is an emergency. The Parks Department was not given 72 hours notice and it was not notified that there was an emergency. This failure to give proper notice is the second such occurrence within 5 1/2 years. Jefferson County considers this violation of the easement conditions a serious violation by Enbridge of its easement rights.

Based on this failure to give notice, Jefferson County has serious concerns about this happening again. In order to address Jefferson County's concerns, the Parks Department is requesting a written explanation about why notice was not provided as required, and most importantly, what efforts Enbridge has made to ensure that violation of the easement conditions will not happen in the future.

The last time a violation like this occurred was in March, 2009 at which time Enbridge paid damages to Jefferson County in the amount of \$800.00 for multiple violations. This amount included \$200.00 for the failure of Enbridge to provide a 72 hour notification prior to commencement of maintenance operations.

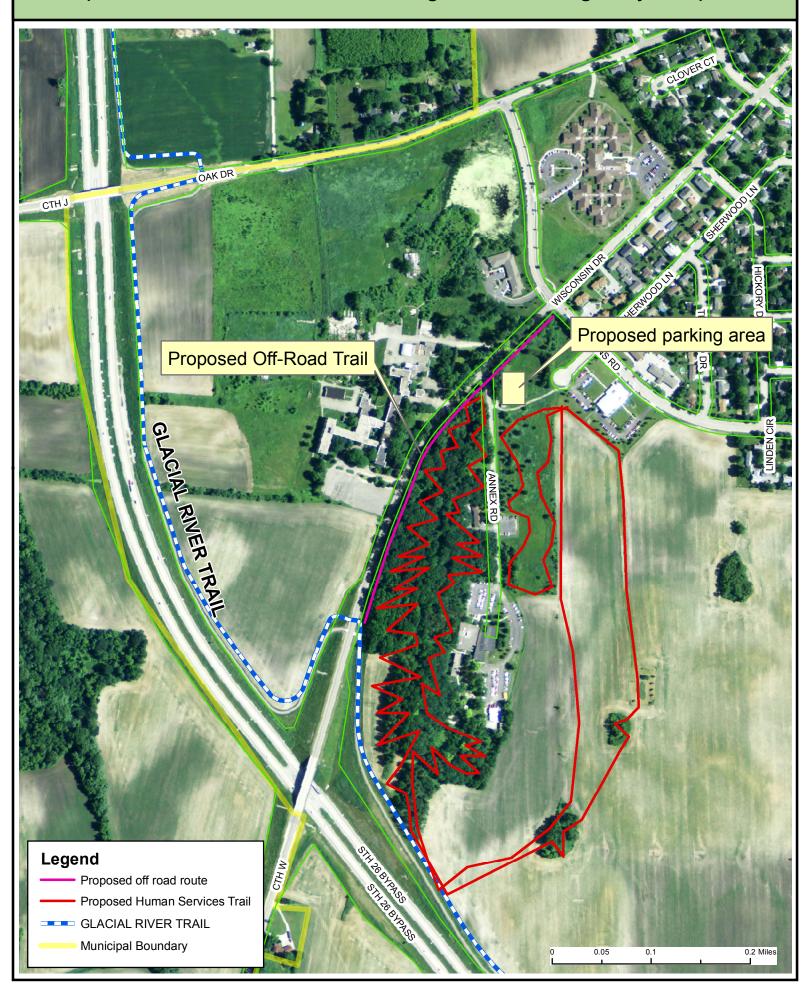
As a result of this most recent failure to provide notice, Jefferson County is seeking damages from Enbridge in the amount of \$400.00.

I look forward to your response.

Sincerely.

J. Blair Ward Corporation Counsel Jefferson County

## Proposed Off Road Trail and Parking Area near Highway Shop Site





## DIVISION OF BUSINESS MANAGEMENT

Bureau Of Business Services PO Box 7366 Madison, WI 53707-7366



## TENTATIVE FINAL INVOICE SOUTHWEST REGION

## FOR ADDITIONAL INFORMATION CONTACT THE REGION OFFICE (608) 246-5624

To: BILL KERN

COUNTY OF JEFFERSON 141 W WOOLCOCK ST JEFFERSON WI 53549-1172 JANUARY 7, 2014

Invoice: L29225

State Project No.:

1390-04-88

JEFFERSON - JOHNSON CREEK ROAD

(JEFFERSON ROAD - CTH Y)

CONST OPS - G,B,PVMT & STRUCTURES

Local Unit ID

28000

**Local Appropriation:** 

372

COUNTY OF JEFFERSON:

\$10,397.26

PREVIOUS PAYMENTS AND WORK CREDITS:

\$0.00

Balance Due:

\$10,397.26

\*\*\*\*\*\* BALANCE DUE - PAYMENT DUE WITHIN 30 DAYS OF RECEIPT \*\*\*\*\*\*



(Please refer to the above state project number and invoice number for all inquiries)
(Please detach the part below & return with your payment - Retain the rest for your records)
======Detach Here=======Detach Here=======Detach Here

Invoice Number: L29225 Date: 2014-01-07

Balance Due:

\$10,397.26

Amount Paid:

Make Checks Payable To:

WISCONSIN DEPT. OF TRANSPORTATION

Mail To:

WISCONSIN DEPT. OF TRANSPORTATION

Bureau of Business Services

P.O. Box 7366

Madison, WI 53707-7366

\*\*\*\*\*\* BALANCE DUE - PAYMENT DUE WITHIN 30 DAYS OF RECEIPT \*\*\*\*\*
\*\*\*\* FOR PROPER CREDIT, RETURN THIS PART WITH YOUR REMITTANCE \*\*\*\*

\*\*\*\*\* THIS PAGE INTENTIONALLY LEFT BLANK \*\*\*\*\*

State Project I	No.: 1390-04-88	Page: 3			Invoice: L29225			
Category # 0010	Roadway items							
Including Engineering	Category To Date	Funding	Limit I	Pty	%W/In Pty	Fed Appr		
\$5,565,380.26	\$4,968,955,86	BOND	UNLIMITED	1	100.000%			
\$5,565,380.26	\$4,968,955.86			<u> </u>	······································	·		
Category # 0020	New Structure B-28-0156							
Including Engineering	Category To Date	Funding	Limit F	⊃ty	%W/In Pty	Fed Appr		
\$618,910.28	\$552,583.60	BOND	UNLIMITED	1	100.000%			
\$618,910.28	\$552,583.60							
Category # 0030	NEW STRUCTURE B-28-0	177						
Including Engineering	Category To Date	Funding	Limit F	Pty		Fed Appr		
\$586,347.71	\$523,510.66	BOND	UNLIMITED	1	100.000%			
\$586,347.71	\$523,510.66							
Category # 0040	NEW STRUCTURE-B-28-01	178						
Including Engineering	Category To Date	Funding	Limit F	Pty		Fed Appr		
\$564,509.17	\$504,012.49	BOND	UNLIMITED	1	100.000%			
\$564,509.17	\$504,012.49							
Category # 0050	NEW STRUCTURE- R-28-3	3						
Including Engineering	Category To Date	Funding	Limit P	ty		Fed Appr		
\$432,664.47	\$386,297.17	BOND	UNLIMITED	1	100.000%			
\$432,664.47	\$386,297.17							

State Project N	<b>o.:</b> 1390-04-88	Pa	Page: 4 Invoice: L29				
Category # 0060	NEW STRUCTURE R-28-34						
Including Engineering	Category To Date	Fundinç	3	Limit	Pty	%W/fn Pty	Fed Appr
\$372,717.69	\$332,774.70	BOND		UNLIMITED	1	100.000%	,
\$372,717.69	\$332,774.70						
Category # 0070	CSS ENHANCEMENT						
Including Engineering	Category To Date	Funding	}	Limit	Pty	%W/In Pty	Fed Appr
\$250,000.00	\$223,208.28	BOND		\$250,000.00	1	100.000%	
\$10,397.26	\$9,283.02	COUNTY	OF JEFFERSON	UNLIMITED	2	100.000%	6
\$260,397.26	\$232,491.30					<del>, 4 1</del>	
	DISTRIBUTIO	N OF COST	IS TO DATE			·	<u></u>
Includ Engin		ory Costs Date	Funding		Fed Ap		
\$8,39	90,529.58 \$7,49	1,342.76	BOND				
\$		9,283.02	COUNTY OF JEF	FERSON			
\$8,40	\$8,400,926.84 \$7,500						

Final requested

# Jefferson County Final Non-Lapsing and Carryover of Fund Balances Request For the year ending December 31, 2013

## **Department Name**

Parks Department

Business Unit	Account #	\$ Amount	Reason
1801		\$ 26,542.00	Korth Playground; Signed contract with company. Includes donated funds.
1801		\$ 5,000.00	Boat Launch; matched with \$25,000 donation to write stewardship grant for park improvements; grant requires 50% match.
1801		\$ 15,000.00	Blacktop maintenance
1801		\$ 10,397.26	WI DOT bill for Hwy 26 Bike Trail. Joe is working to resolve.  Money will returned to the general fund if not needed.
1801		\$ 4,000.00	Emerald Ash Borer Management: includes removal, replacement and treatment of ash trees in Parks and facilities. 5 year plan. Need to budget \$4-5,000 a year.
1806		\$ 81,445.55	Remaining Carol Liddle estate funds, restricted by estate.
1809		\$ 109.00	
1812		\$ 60,086.00	Farmland rental revenue; restricted restoration reserve fund.
1812		\$ 55,820.00	Mason log home restoration funds/donations; restricted.
1812		\$ 3,500.00	Bock Foundation grant; \$5,000 total grant; \$1,500 expenditures in 2013.
1812		\$ 2,288.00	Remaining Carnes Park Development funds.
1814		\$ 500.00	Waterloo Historical Society donation; restricted.
1816		\$	Remaining donations and state aid for Glacial Heritage Area; funds are restricted by source.
1824		\$	\$812 revenue from poster sales; balance bike donations.
1826		\$ V2000000000000000000000000000000000000	Remaining Dog Park funds.
	Total Requested	\$ 306,115.81	

Joe Nehm

tment Signature

Date Ran 11/24/2014
Period 10
Year 2014

		Current Period	Current Period	YTD	YTD	Prorated	Total	Annual	Percentage
Business Unit	Description	Actual	Budget	Actual	Budget	Variance	Budget	Remaining	Of Budget
1801 Parks	Revenue	(2,457.57)	(5,331.67)	(53,047.86)	(53,316.67)	268.81	(63,980.00)	(10,932.14)	82.91%
1001 Falks	Expenditures	56,853.34	81,332.11	666,340.13	813,321.05	(146,980.92)	975,985.26	309,645.13	68.27%
	Other Finances	-	-	-	-	-	-	-	#DIV/0!
Total		54,395.77	76,000.44	613,292.27	760,004.38	(146,712.11)	912,005.26	298,712.99	67.25%
1806 Carol Liddle	Revenue	(5.68)	(12.50)	(61.97)	(125.00)	63.03	(150.00)	(88.03)	41.31%
	Expenditures Other Finances	=	6,787.13 12.50	-	67,871.29 125.00	(67,871.29) (125.00)	81,445.55 150.00	81,445.55 150.00	0.00%
Total	Other Finances	(5.68)	6,787.13	(61.97)	67,871.29	(67,933.26)	81,445.55	81,507.52	-0.08%
		( /		,	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		,	,,,,,,	
1809 Carlin Weld	Revenue	-	(4.17)	(322.99)	(41.67)	(281.32)	(50.00)	272.99	645.98%
	Expenditures	-	842.42	10.38	8,424.17	(8,413.79)	10,109.00	10,098.62	0.10%
T-4-1	Other Finances	-		(242.64)	- 0 202 50	- (0.005.44)	10.050.00	- 40 274 64	#DIV/0!
Total		-	838.25	(312.61)	8,382.50	(8,695.11)	10,059.00	10,371.61	-3.11%
1811 Korth Park	Revenue	=	-	_	-	-	-	-	#DIV/0!
	Expenditures	-	-	-	-	-	-	-	#DIV/0!
	Other Finances	-	-	=	=	-	-	-	#DIV/0!
Total		=	-	=	=	-	=	=	#DIV/0!
1812 Carnes Park	Revenue	(1,251.00)	(2,354.67)	(29,735.55)	(23,546.67)	(6,188.88)	(28,256.00)	1,479.55	105.24%
1012 Carries Fark	Expenditures	5,406.10	13,802.50	32,207.23	138,025.00	(105,817.77)	165,630.00	133,422.77	19.45%
	Other Finances	5,400.10	4,943.33	52,207.25	49,433.33	(49,433.33)	59,320.00	59,320.00	0.00%
Total		4,155.10	16,391.17	2,471.68	163,911.67	(161,439.99)	196,694.00	194,222.32	1.26%
1813 Park Buildings	Revenue	=	=	=	=	=	=	=	#DIV/0!
	Expenditures	697.73	1,329.25	12,476.27	13,292.50	(816.23)	15,951.00	3,474.73	78.22%
Total	Other Finances	697.73	1,329.25	12,476.27	13,292.50	(816.23)	15,951.00	3,474.73	#DIV/0! 78.22%
Total		037.73	1,323.23	12,470.27	13,292.30	(810.23)	13,931.00	3,474.73	78.2270
1814 Garman Nature	Revenue	-	-	-	-	-	-	-	#DIV/0!
	Expenditures	-	1,083.33	11,918.48	10,833.33	1,085.15	13,000.00	1,081.52	91.68%
	Other Finances	-	41.67	÷	416.67	(416.67)	500.00	500.00	0.00%
Total		-	1,125.00	11,918.48	11,250.00	668.48	13,500.00	1,581.52	88.29%
1816 Glacial Heritage	Revenue	_	_	_	_	_	_	_	#DIV/0!
1010 Glaciai Heritage	Expenditures	-	1.504.42	2.049.00	15,044.17	(12,995.17)	18.053.00	16,004.00	11.35%
	Other Finances	=	541.67	-	5,416.67	(5,416.67)	6,500.00	6,500.00	0.00%
Total		-	2,046.08	2,049.00	20,460.83	(18,411.83)	24,553.00	22,504.00	8.35%
	_					/·	>		
1821 Snowmobile Trails	Revenue Expenditures	-	(3,806.25) 3,806.25	(45,675.00) 44,537.75	(38,062.50) 38,062.50	(7,612.50) 6,475.25	(45,675.00) 45,675.00	1,137.25	100.00% 97.51%
	Other Finances	-	3,000.23	44,557.75	36,062.30	0,475.25	45,675.00	1,137.23	#DIV/0!
Total	Other Finances	=	-	(1,137.25)	-	(1,137.25)	-	1,137.25	#DIV/0!
				•					
1824 Bike Trail	Revenue	(9.76)	(58.33)	(1,530.42)	(583.33)	(947.09)	(700.00)	830.42	218.63%
	Expenditures	=	58.33	932.18	583.33	348.85	700.00	(232.18)	133.17%
T-4-I	Other Finances	- (0.76)	82.67	(500.24)	826.67	(826.67)	992.00	992.00	0.00%
Total		(9.76)	82.67	(598.24)	826.67	(1,424.91)	992.00	1,590.24	-60.31%
1826 Dog Park	Revenue	(2,998.33)	(3,266.67)	(37,629.31)	(32,666.67)	(4,962.64)	(39,200.00)	(1,570.69)	95.99%
•	Expenditures	1,746.70	4,603.83	16,787.83	46,038.33	(29,250.50)	55,246.00	38,458.17	30.39%
	Other Finances	e	(13.58)	÷	(135.83)	135.83	(163.00)	(163.00)	0.00%
Total		(1,251.63)	1,323.58	(20,841.48)	13,235.83	(34,077.31)	15,883.00	36,724.48	-131.22%
1940 Croundskoon'	Davanua	(4E 30E E0)	(4.616.17)	(42 924 00)	(46 161 57)	2 226 77	(EE 304 00)	(11 EEO 10)	70 130/
1840 Groundskeeping	Revenue Expenditures	(15,305.50) 7,409.54	(4,616.17) 6,866.17	(43,834.90) 64,627.90	(46,161.67) 68,661.67	2,326.77 (4,033.77)	(55,394.00) 82,394.00	(11,559.10) 17,766.10	79.13% 78.44%
	Other Finances	7,409.54	0,000.17	04,027.90		(4,033.77)	02,394.00	17,700.10	78.44% #DIV/0!
Total	2c. i maneco	(7,895.96)	2,250.00	20,793.00	22,500.00	(1,707.00)	27,000.00	6,207.00	77.01%
							•	•	
Total All Business Units	Revenue	(22,027.84)	(19,450.42)	(211,838.00)	(194,504.17)	(17,333.83)	(233,405.00)	(21,567.00)	90.76%
	Expenditures	72,113.41	122,015.73	851,887.15	1,220,157.34	(368,270.19)	1,464,188.81	612,301.66	58.18%
Grand Total Parks	Other Finances	-	5,608.25	-	56,082.50	(56,082.50)	67,299.00	67,299.00	0.00%
		50,085.57	108,173.57	640,049.15	1,081,735.68	(441,686.53)	1,298,082.81	658,033.66	49.31%