

Parks Committee Agenda
Jefferson County
Jefferson County Courthouse
311 S. Center Avenue, Room 202
Jefferson, WI 53549

Date: Monday, February 1, 2016

Time: 10:30 a.m.

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

1. Call to order
2. Roll call (establish a quorum)
3. Certification of compliance with the Open Meetings Law
4. Approval of the agenda
5. Approval of Park Committee minutes for December 7, 2015
6. Communications
 - a. Hit the Snowy Trails This Winter
7. Public comment (Members of the public who wish to address the Committee on specific agenda items must register their request at this time)
8. Discussion and Possible Action on Easement Request at Indian Mounds and Trail Park
9. Discussion and Possible Action on Agreement Between WisDOT and Jefferson County for the Maintenance of the Bicycle/Pedestrian Path within the Rights-of-Way of State Highway 26
10. Discussion and Possible Action to Reconsider the Motion made at the December 7, 2015 Parks Committee meeting for the Purpose of Clarifying Payment of Costs for Snowmobile Bridge Inspection(s)
11. Discussion and Possible Action on Annual Outdoor Recreation Aids Grant 2016-2017 WI DNR Snowmobile Trail Maintenance Program
12. Discussion and Possible Action on Pier at Lower Rock Lake Park – Hope Oostdik
13. Discussion and Possible Action on WISDOT STH Connection Permit Application Denial STH 106
14. Discussion and Possible Action on Holzhueter Farm Park Implementation Plan
15. Discussion and Possible Action on Parks Fundraising Event(s) in 2016
16. Discussion and Possible Action on GHA Coordinator Position
17. Discussion and Possible Action on License Agreement with the City of Watertown for Trail Maintenance on the Interurban Trail
18. Discussion on Fundraising for Interurban Trail
19. Discussion on Glacial Heritage Area (GHA) –Friends of GHA
20. Discussion on Canoecopia 2016
21. Discussion on June 25 and June 26, 2016 Park Shelter Rental Agreement – ARES/RACES Amateur Radio Event
22. Review of Financial Statements (November 2015) and Department Update–Parks Department
23. Adjourn

Next scheduled meetings: Monday, March 7, 2016
Monday, April 4, 2016
Monday, May 2, 2016
Monday, June 6, 2016

A Quorum of any Jefferson County Committee, Board, Commission or other body, including the Jefferson County Board of Supervisors, may be present at this meeting.

Individuals requiring special accommodations for attendance at this meeting should contact the County Administrator 24 hours prior to the meeting at 920-674-7101 so appropriate arrangements can be made.

Parks Committee Minutes
Jefferson County
Jefferson County Courthouse
311 S. Center Avenue, Room 202
Jefferson, WI 53549

#5

Date: Monday, December 7, 2015

Time: 9:30 a.m.

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

1. **Call to order**

Tietz called the meeting to order at 9:31am

2. **Roll call (establish a quorum)**

Present: Tietz, Foelker, Christensen, Kelly, Payne

Staff: Nehmer, Wiesmann, Nimm, Grabow, Ward, Wehmeier, Schroeder

Others: Anne Drehfal, Alexa Zoellner (Jefferson County Daily Union), Frankie Fuller (Friends of GHA), Jim B (Dane County), Bob Bennett (JCSA), Linda Bennett (JCSA), Matt Anderson (JCSA), Matt Kramer (JCSA), Darryl Ginsg (JCSA), Eugene Pagel (JCSA), John Lawson (JCSA), John Wagi (JCSA), Duane Forester (JCSA), Jeff Jones (JCSA), Sam Landes (Assoc WI Snow Clubs), David Habeck (JCSA), Deb Metzker (JCSA),

3. **Certification of compliance with the Open Meetings Law**

Meeting posted according to Open Meetings Law

4. **Approval of the agenda**

Approved as written

5. **Approval of Park Committee minutes for November 2, 2015**

Christensen motioned to approve. Foelker seconded. Motion passes 5/0.

6. **Communications**

- County Parks Gets Conservation Grant
- Interurban Lake Country
- Grant could be used to help build 10-mile bike trail from Oconomowoc to Watertown
- Grant Award Gets Bike Trail Rolling

7. **Public comment (Members of the public who wish to address the Committee on specific agenda items must register their request at this time)**

No public comments.

8. **Discussion and Possible Action on Crawfish River Park Plan**

Nehmer introduced Steve Grabow, UW-Extension.

Grabow – noted that the proceedings report is in the agenda packets and is part of the master planning process. In summary there were community participants and staff along with 3 landscape architects who served as part of the planning process with a summary on page 3 of the process. Design Charrette approach – interactive way of gaining insight from key advisors. The preferred Master Plan outcome is seemingly inclusive of the components necessary to capture the activity and amenity requests for the park. Grabow reviewed the Master Plan drawing, explaining it as an in-house design project and noting that adjustments may be necessary. The plan includes:

- Primary recreation trail with access of GRT.
- Proposed Foot Bridge that would also serve the snowmobile trail.
- Three campsites
- Two kayak and canoe access sites
- Small picnic area

- Ten-space proposed parking lot
- Small proposed shelter
- Pit toilet
- Picnic area
- Secondary walking trails
- Long term – potential recreation bridge across the Crawfish River and shore fishing along the river.

Tietz motioned to approve the Master Plan and move forward. Christensen seconded.

Foelker questioned how the parks department will move forward the development of the park with funding and labor.

Kelly questioned the status of access to HWY 18 and questioned how the plan moves forward if parking is not allowed by DOT. Kelly also noted his concern about the hazards of parking on HWY 18 and loading/unloading of cars.

Grabow noted that the plan won't change, and cars are allowed to park on the HWY at this time. Parking limitations were known when the plan was developed.

Kelly questioned if the JCSA had been consulted about where the trail runs through the park.

Nehmer said he had discussed the plan with Dave Habeck.

Motion passes on a 5/0 vote.

9. **Discussion and Possible Action on Proposed Natural Materials Art Installation at Dorothy Carnes Park**

Anne Drehfal introduced herself and noted that she is interested in collaborating with the Parks to do a Natural (Non-Permanent) Sculpture in Dorothy Carnes Park. Drehfal showed examples of similar artwork at the Farley Center (Green Cemetery) and at the Raven Trail (Woodruff, WI). Drehfal noted that art in a natural space makes a dynamic experience and opens eyes to the beauty of the surrounding environment. She is proposing a small project at DCP noting the benefits of drawing new people into park and region. She envisions unobtrusive and off trail displays, creating a venue in Jefferson County to support the arts. No funds will be necessary. The display will be volunteer labor and bio-degradable materials. It was noted that this could be a way of connecting local schools and students to art and nature. Drehfal would like to install the artwork in the wooded west side (west of Rose Lake). Timeline proposed to be June-October (same calendar year, 2016). She would host an artist tour and reception and will request support from Jefferson County and Friends of Rose Lake. There will be limits to natural and biodegradable materials and limitations on size of sculpture.

Tietz questioned why DCP and not Korth Park noting a concern about keeping DCP in its natural state.

Drehfal – live near the park, Korth isn't as natural at DCP

Payne questioned if there are Artists lined-up and noted that this is a great idea.

Christensen noted he thinks of this as a valid use of a park suggesting a limited number of artists and questioning the issuance of permits to keep color, size and scale in check with the natural surroundings.

Tietz noted that we should consider preventing activity during spring migration.

Wiesmann noted that this area of the park is designated as State Natural Area and he is unsure of any deed restrictions. He also noted that the Friends of Rose Lake and are supportive.

Kelly stated that this is a neat idea and expressed concern for length of display and the ability to weather without degradation of display.

Foelker noted this is a public park, and the committee will have to consider public feedback.

Schroeder noted that an agreement should be in place prior to installation. If public does not like the artwork, it be removed immediately. If in anyway interfering with intended use of park, exhibit will be removed.

Christensen noted that perhaps the project could be located in a less active loop.

Fuller stated the Friends of the GHA are supportive.

Nehmer questioned restrictions.

Wehmeier stated that the County should review applications prior to install.

Nehmer questioned where if the examples were on public lands.

Wehmeier suggested a MOU highlighting issues/concerns as well as a Hold Harmless agreement.

Drehfal questioned if April was reasonable timeline for review of artwork.

Wiesmann requested Drehfal contact landowners (from examples) for Best Management of Proactive.

Payne motioned to move forward with applications for review and to authorize admin to create a MOU.

12. **Discussion on Cappie's Landing**

Nehmer – agreement signed by both County and DNR. Signed access Easement is in process.

13. Discussion on Glacial Heritage Area (GHA) –Friends of GHA

Fuller noted the Friends are working on web redevelopment with DNR and Eric Compass as well as developing interactive recreation map. They are planning a winter fair educational event traditionally held at the Waterloo Regional Trailhead Facility. The Christmas bird count is approaching. The Friends offered the JCSA opportunities to post information on about Fundraisers on their web page.

14. Discussion on Interurban Trail

Tietz noted that he is speaking with We Energies and the City of Watertown. He is working on a contract to open the Interurban Trail from Humbolt St. to River Rd. The City of Watertown is hoping to open and maintain that section of trail in 2016. Ward is working on the contract.

15. Discussion on Donations Received

Information is in the packet.

16. Review of Financial Statements (October, 2015) and Department Update – Parks Department

Nehmer noted that finances are on track. There has been a cost savings by not having replaced the Admin Asst. The Department is working with the County Administrator through the process.

17. Discussion and Possible Action on January, 2016 Parks Committee Meeting

Nehmer questioned if the committee wishes to meet in January.

Tietz stated that Nehmer should contact Tietz one week prior. If action is necessary the committee shall meet. If no action necessary, the committee will not meet.

18. Discussion on Holzhueter Implementation Plan Process

Nehmer noted that County Staff met with DNR, Attorney Ward and Dalhart Holzhueter to discuss the easement associated with the in-holding. At this time the easement ownership is under review and is easily confused. Maps at both DNR and Jefferson County illustrate that the inholding owns the easement.

Ward stated that if DNR owns, then DNR can do as it wishes. Based on final confirmation from DNR lawyers, it is our opinion that the DNR owns the easement.

Nehmer also noted the process for the public comments by DNR during the open comment period has not been defined.

10. Discussion and Possible Action on Snowmobile Bridge Inspection(s)

Moved up to item 10.

Nehmer noted that two significant bridges have been constructed with DNR snowmobile funds and it is difficult to get guidance on bridge inspections. The Johnson Creek Bridge is approx. 15-16 years old (two steel I-Beams at approx. 50 ft with decking) and the Hubbleton bridge is approximately 6 years and has not yet been inspected. The inspections are eligible for funding through the DNR maintenance program. When asked, the State only provided two examples of inspections and noted that snowmobile maintenance funds were used. Costs are estimated for Hubbleton at \$700 (every 5 years) and the Johnson Creek Bridge at ½ or less than \$700. The question before the committee to consider is, bridge inspections are done how often and who pays for them? The two bridges are owned by the County.

Christensen questioned who the principal users are and who would benefit from keeping bridges in tact?

Nehmer noted that the Johnson Creek Bridge is used by snowmobiles, and the Hubbleton bridge is used by the snowmobiles and other users. Funding for the Hubbleton Bridge came from DNR and RecTrails.

Christensen questioned if inspections are a line item in the budget.

Wehmeier noted it is an operational item, reallocate for 2016.

Payne questioned if the Hubbleton Bridge was constructed specifically for the snowmobile program.

Bennett stated that the Hubbleton Bridge is a multi-use bridge and bikers won't pay to use or inspect. During the bridge construction, the last \$10,000 for construction came from the JCSA. Bennett asked why the JCSA should pay to inspect when others use and don't pay.

Christensen questioned how much other use the bridge has.

Wehmeier noted it depends on snow cover.

Kelly stated the need to inspect to prevent deterioration.

Christensen asked if the clubs/alliance would be willing to contribute.

Bennet asked what would the others users anti-up and asked why are we (JCSA) being singled out to pay for some or all of it, noting that if there were no recreation bridge at Hubbleton, there would be the HWY 19 Bridge. Wehmeier noted budgeting for inspection every five years for both bridges.

Payne questioned the maintenance and usage agreements in place at the time the bridge was constructed.

Dave Habeck noted there is no salt use on snowmobile bridges and questioned the need for inspections every five years.

Christensen asked if County Board needs to approve the spending for the inspections.

Wehmeier – no. Finance committee approval.

Schroeder asked if inspections were considered as Maintenance of the trails.

Nehmer stated that he is hopeful that in the future there will be more information as to who is doing what elsewhere in the state.

Wiesmann questioned Bennett on the new legislation for increased fees and how it will change allocations for mileage.

Bennett stated that the CAP Step Program will put funds into the snowmobile fund. At this time, JCSA receives \$250 per mile grooming for state funded trails; this is only 60% of actual costs. The hope is that the \$250 will increase to actual with this new program.

Tietz motioned to inspect the bridges with county paying ½ and the club/alliance pay the other ½ with the estimated costs at \$1,000 for both bridges (\$700 at Hubbleton & \$300 at Johnson Creek). Christensen seconded. Christensen questioned there is \$500 in Levey funds and \$500 from some other source.

Tietz stated \$500 could come from the maintenance fund.

Christensen stated the payment should come from the maintenance part of the grant funding.

Kelly noted the understanding that the bridge deck at Hubbleton was resurfaced using JCSA funds and questioned if the county should credit the JCSA for part of the expense.

Matt Kramer asked if Hubbleton should be closed in the spring considering the JCSA is paying for the inspection, with \$500 coming from the maintenance money.

Bennett asked what the bicyclists will pay for.

Tietz noted the county share of \$500 covers the other users.

Motion passes on a 5/0 vote.

11. Discussion and Possible Action on Snowmobile Trail Crossings of the Glacial River Trail

Moved to item 11.

Bennett stated the question is at Hwy 18/Hwy 26 By-Pass and the bike trail. The sleds run the trail approx. 250 yards and cross in three places. Bennett noted he was speaking on behalf of JCSA, 18 clubs, 852 members and 3,027 registered snowmobiles. He stated that if the clubs go away, there will be no trail system or economic activity as it is today. There are 350 trail miles in Jefferson County. 182 of those funded from a DNR grant and 168 miles of club trails. The trails are maintained by club members. JCSA has \$348,000 in equipment for grooming of the trails. No tax payer money is spent on the trails. Parks department does not sign or maintain the trails. There is a new trail in Waterloo, connecting to the Glacial Drumlin Trail. Trails are used by snowshoe users, hikers, etc. AWSC consists of more than 600 volunteer snowmobile clubs. The trails existed many years before the bypass. Tried to make suggestions and recommendations and were denied during the development project. AWSC members of JCSA feel we have a statutory right to operate within the WisDOT right-of-way. We were displaced and we are. We will consider maintenance of the specific crossings in the future as long as maintenance is considered and inspected at the beginning and the end of each season.

Wehmeier noted that motorized vehicles not are not allowed on the bike trails per the contract with WisDOT, including the crossings but there are various options to consider. WisDOT is open to considering crossings if the County requests. What do we do to protect the trail? Option 1 – annual assessment with opportunity for maintenance. Option 2 – proactive: epoxy or other? Estimating \$750 (ish) annually? Other coverage options might include plywood, conveyor belts, and epoxy.

Action item A: Exception for crossing at connection points?

Action item B: How to handle potential damage?

Tietz questioned asking DOT for permission to cross.

Kelly motioned to ask DOT for permission for crossings. Foelker seconded. Motion passes 5/0

Tietz questioned how to handle damages and inspections.

Wehmeier stated that the process would include joint inspection with all parties.

Christensen asked what causes the damage to the trails.

Bennett noted that some riders add picks/studs on their tracks which will scratch and scuff the road. Schroeder questioned if epoxy protects from the picks and noted that if the County can afford epoxy it should do that.

Wiesmann questioned the realistic volume on the trail.

Kelly noted to evaluate and inspect in Spring 2016.

Habeck noted that in most years there is enough snow cover to protect the trail.

Christensen suggested asking clubs members to ride with care in these areas and questioned what to do now until approval from the DOT.

Wehmeier noted that he will expedite the request.

Foelker suggested letting this go until spring 2016 to assess and get costs.

Wiesmann noted an interest in the park plan for a bridge and asked if this would be a preferred route.

Jeff Jones questioned if there was a bridge, will the snowmobile clubs have to upgrade and inspect.

Sam Landes (Executive Director WI snowmobile clubs) noted the challenge is that this is a non-self-funded trail and the clubs cannot apply for funding from the program.

Matt Kramer stated he is an avid bicyclist and claimed that the County's mowing equipment does more damage than snowmobiles do. Mr. Kramer also asked why the bikers not pay a fee to use the trail.

Tietz indicated that the County is not allowed to assign a fee for using the GRT via the agreement with the WisDOT.

Matt Kraemer stated that the JCSA is willing to support but the regular users not willing to maintain.

Christensen questioned if allowing the snowmobile access opens the door to other motorized recreational use.

Wehmeier stated the County request would be specific, per map, for this purpose only. Any other uses will not be permitted.

Wehmeier gave the clubs the ok to mark the trails and he will get approval with DOT after county board approval.

Sam Landes noted that in Dane county sleds can cross the trails.

Wiesmann noted the sleds also have to run trail along fence and ditch (at Crawfish River Park) because there is not enough space to run the trail.

Foelker motioned to review the condition of the trails in Spring, 2016 and then move forward. Christensen seconded. Motion passes on a 5/0 vote.

19. **Adjourn**

Foelker motioned to adjourn at 11:20am. Christensen seconded. Motion passes on a 5/0 vote.

Hit the snowy trails this winter #6a.

Snow and cold are finally here, but there's no need to hole up inside until spring. Jefferson County parks offer plenty of opportunities for outdoor exercise with trails for cross-country skiing, hiking and snowshoeing.

The Jefferson County Parks Department maintains cross-country skiing and hiking trails in five of its 16 parks, with over 16.5 miles of groomed classic and skate ski trails, as well as groomed hiking trails. Trails are groomed weekly, and people are asked not to walk dogs in the middle of the groomed trails.

Dorothy Carnes County Park has been groomed for skate skiing. The routes are posted at each of the trail head facilities. Carnes Park features moderate rolling hills with gentle grades and views of Rose Lake and the surrounding glaciated plains. Trails wind through oak forests, restored prairies and savanna grasslands. Parking, a shelter and restrooms are available at the west trailhead facility.

To find the park's east access, head north from Fort Atkinson on Banker Road and turn left onto Jones Lane. The park begins at the end of the road, with nearly 5 miles of groomed trails.

Carlin Weld County Park, located in southeastern Jefferson County, has a trailhead facility with a shelter, restroom, large parking lot and a playground for the kids. Cross-country ski trails are groomed and cover 2 miles with views of

spring fed ponds, restored grasslands, wetlands and savanna prairies.

Korth County Park, located on Rock Lake near Lake Mills, currently has more than 2.25 miles of groomed trails. The trails meander along the shore of Rock Lake and through the restored savanna, prairies and woodland. Park facilities include the Korth and Elm Point shelters, parking lots, and year-round bathrooms at the Elm Point Road park entrance.

The Jefferson County Dog Park with the Terri Tinsley Dog Exercise Area is located north of Jefferson on Highway 26. The area features more than 3 miles of groomed hiking trails. The parks department recommends watchful hiking or snowshoeing in this park due to the high number of dogs running through the grounds and creating "unassuming obstacles."

Dr. J.S. Garman Nature Preserve is a wooded hillside within the city of Waterloo. Steep topography on the west side of the park levels out at the top of the hill where 22 Indian Mounds are found. The woods include oak, hickory, maple and cherry species, some pines and spruce. The entrance to the park is located on Fox Lane off McKay Way and Knowlton Street.

For more information, contact Jefferson County Parks at (920) 674-7260 or janes@jeffersoncountywi.gov, or visit www.jeffersoncountywi.gov.

EXHIBIT B
East and West Easements

County Park
Easement 1 (East)

Location: Being a part of Lot 1 Certified Survey Map Number 2497, located in the NE 1/4 of the NW 1/4 of Section 24, Town 5 North, Range 13 East, Town of Koshkonong, Jefferson County, Wisconsin

Commencing at the Limestone monument that marks the northeast corner of said NE 1/4; Thence N 89° 27' 37" W, along the north line of said NE 1/4, a distance of 969.70 feet to the POINT OF BEGINNING of the Easement to be described; Thence S 55° 32' 23" W a distance of 43.59 feet; Thence N 89° 27' 37" W parallel to the north line of said NE 1/4 a distance of 30.00 feet; Thence N 69° 27' 37" W a distance of 73.10 to a point on the north line of said NE 1/4; Thence S 89° 27' 37" E along the north line of said NE 1/4 a distance of 134.39 feet to the POINT OF BEGINNING. **Exhibit A1** is attached and incorporated into this description.

County Park
Easement 2 (West)

Commencing at the Limestone monument that marks the northeast corner of said NE 1/4; Thence N 89° 27' 37" W, along the north line of said NE 1/4, a distance of 1169.86 feet to the POINT OF BEGINNING of the Easement to be described; Thence S 70° 32' 23" W a distance of 122.18 feet, to the westerly line of Certified Survey Map Number 2497 and the Koshkonong Mounds Road Right of Way; Thence N 01° 28' 00" E along said west line, a distance of 41.79 feet to a point on the north line of said NE 1/4; Thence S 89° 27' 37" E along the north line of said NE 1/4 a distance of 114.13 feet, to the POINT OF BEGINNING. **Exhibit A2** is attached and incorporated into this description.

STORM SEWER, DRAINAGE & ROADWAY EASEMENT

**JEFFERSON COUNTY – KOSHKONONG MOUNDS COUNTY PARK
East & West Easements**

THIS EASEMENT is made by and between the TOWN OF KOSHKONONG, a body, corporate and politic of the State of Wisconsin, hereinafter referred to as “Town” or “Grantee”; and JEFFERSON COUNTY, a municipal corporation of the State of Wisconsin, as owner including its heirs, successors, assigns hereinafter called “Grantor,” (if more than one grantor is listed above, said language herein referring thereto shall be interpreted in the plural and refer jointly and severally to such grantors).

WITNESSETH

WHEREAS, Grantor is the owner and holder of record Title to certain real property, Koshkonong Mounds County Park depicted on Exhibit “A1” and “A2” attached hereto and incorporated herein (the Property); and,

WHEREAS, the Property is further described as Lot 1 of Certified Survey Map 2497, recorded as Vol 9, Page 83 of Certified Survey Maps in the Jefferson County Register of Deeds Office as Document Number 875585; and,

WHEREAS, Koshkonong Mounds Road lying north of and adjacent to the Property is a town road; and,

WHEREAS, the Town desires to acquire a non-exclusive easement with the right of entry in and across a portion of the property as the same is more particularly hereinafter described, with the right to occupy, build, construct, improve, and/or operate, maintain, repair, enlarge, reconstruct, relocate and inspect as may be or may become applicable the following facilities and appurtenances thereto, hereinafter collectively called the “Facilities,” in, upon and across said portion of the Property: curbs, pavements, shoulder, storm sewer or culvert , associated manholes, inlets, outlets and other appurtenances, all as shown on Exhibit “A” or otherwise required over time for the purpose of drainage and right of way; and,

WHEREAS such Facilities shall not obstruct or impair the existing driveway access, currently located on the Grantor’s parcel, to the Grantor’s parcel.

NOW, THEREFORE, in consideration of the grant of the easement hereinafter described, the initial installation and maintenance of the Facilities by the Town, and the payment of One Dollar (\$1.00) and other valuable considerations to the Grantor, the receipt whereof is hereby acknowledged, said Grantor, being the owner and person interested in the land hereinafter described, does hereby grant unto the Town a perpetual, non-exclusive easement on that part of the NE ¼ of the NW ¼ of Section 25, Township Five (5), North, Range Thirteen (13) East”, in the Town of Koshkonong, Jefferson County, Wisconsin, more particularly described on Exhibit B attached hereto (the “Easement Area”).

1. That said Facilities other than culverts located under driveways shall be maintained and kept in good order and condition by the Town, at the sole cost and expense of the Town. Responsibility for maintaining the ground cover and landscaping within the Easement area shall be that of the Grantor.
2. That in and during whatever construction, reconstruction, enlargement or repair work is or becomes necessary in constructing and/or maintaining of said Facilities, so much of the surface

or subsurface of the Easement Area on the Property as may be disturbed will, at the expense of the Town, be replaced in substantially the same condition as it was prior to such disturbance. However, the Town shall indemnify and save harmless the Grantor from and against any loss, damage, claim, cost, injury or liability resulting from negligence or willful acts or omissions on the part of the Town, its agents or employees in connection with said work involved in constructing and/or maintaining of said Facilities; provided that if the above loss, claim, cost, damage, injury or liability results from the joint negligence of parties hereto, then the liability therefore shall be borne by them in proportion to their respective degree of negligence; provided further, however, that these provisions are subject to the legal defenses available under law which the Town or Grantor are entitled to raise, excepting the defense of so-called "sovereign immunity."

3. That no structure may be placed within the limits of the Easement Area by the Grantor except for improvement that does not alter the grades, drainage, or interfere with Grantee's Facilities such as walks, pavements for driveways and parking lot surfacing and landscaping may be constructed or placed with the Easement Area.
4. That, in connection with the construction by the Grantor of any structure or building abutting said Easement Area; the Grantor will assume all liability for any damage to the Facilities in the above described Easement Area. The Grantor will also save and keep the Town clear and harmless from any claims for personal injuries or property damage caused by any negligence or willful acts or omissions of the Grantor or persons acting on behalf of the Grantor, arising out of the construction or maintenance by the Grantor of any structure or building abutting the said Easement Area, and shall reimburse the Town for the full amount of such loss or damage.
5. That no charges will be made against the property for the cost of maintenance or operation of said Facilities in the property. The Grantor shall be responsible for the routine maintenance of land on which the easement is located.
6. The Facilities shall be accessible for maintenance by the Town at all times. The owner shall submit plans for approval to the Town Engineer for any underground installation within the Easement Area, which approval shall not be unreasonably withheld, conditioned or delayed.
7. That the Grantor shall submit plans for all surface alterations of plus or minus 0.1 foot or greater within the limits of said Easement Area. Said alterations shall be made only with the approval of the Town Engineer of the Town of Koshkonong, which approval shall not be unreasonably withheld, conditioned or delayed.
8. Dimensions from existing conditions and proposed improvements shown on Exhibit A are approximate, based best available information at the time of issuance, and shown for general orientation purposes. As built dimensions may vary. Any such variation shall not change the legal description contained in Exhibit B without agreement of Grantor and the Town.
9. The Town and Grantor shall each use, and take reasonable measures to cause their employees, officers, customers, agents, contractors and assigns to use, the Easement Area in a reasonable manner and so as not to obstruct or otherwise use the Easement Area in a manner that would unreasonably interfere with the use thereof by the other party hereto or its employees, officers, customers, agents, contractors and assigns.
10. The Town and Grantor each hereby waives all rights of subrogation that either has or may hereafter have against the other for any damage to the Easement Area or any other real or personal property or to persons covered by such party's insurance, but only to the extent of the waiving party's insurance coverage; provided, however, that the foregoing waivers shall not invalidate any policy of insurance now or hereafter issued, it being hereby agreed that such a

waiver shall not apply in any case which would result in the invalidation of any such policy of insurance and that each party shall notify the other if such party's insurance would be so invalidated.

11. Either party hereto may enforce this easement by appropriate action, and should it prevail in such litigation, that party shall be entitled to recover, as part of its costs, reasonable attorneys' fees.
12. This easement may not be modified or amended, except by a writing executed and delivered by the Town and Grantor or their respective successors and assigns.
13. No waiver of, acquiescence in, or consent to any breach of any term, covenant, or condition hereof shall be construed as, or constitute, a waiver of, acquiescence in, or consent to any other, further, or succeeding breach of the same or any other term, covenant, or condition.
14. If any term or provision of this easement shall, to any extent, be invalid or unenforceable under applicable law, then the remaining terms and provisions of this easement shall not be affected thereby, and each such remaining term and provision shall be valid and enforceable to the fullest extent permitted by applicable law.
15. This easement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seals this

on this date of: _____, 2016

JEFFERSON COUNTY

By: _____
Name and Title

STATE OF _____ ss

COUNTY OF _____

On this _____ day of _____, 2016, before me personally
appeared _____ and
_____ who being by me duly

sworn, did say
that he / she / they is / are the _____, a

_____, of JEFFERSON COUNTY and
that the seal affixed to said instrument is the corporate seal of said county, and
acknowledged that he / she / they executed the foregoing easement as such
officer(s) as the deed of said COUNTY by its authority and pursuant to

resolution file No. _____ adopted by its County Board on
_____, 2016.

NOTARY PUBLIC

My commission expires _____

Exhibit A

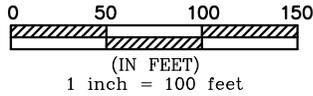
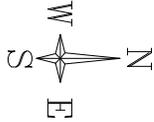
(Depiction of Property, Easement(s) and Facilities)

Exhibit B

(Legal Description)

Exhibit A1

East Easement



LEGEND

- SECTION CORNER FOUND AS NOTED
- MEANDER CORNER FOUND AS NOTED
- POWER POLE
- UTILITY PEDISTALS

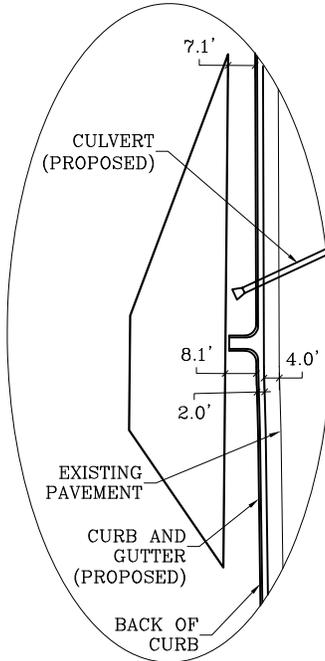
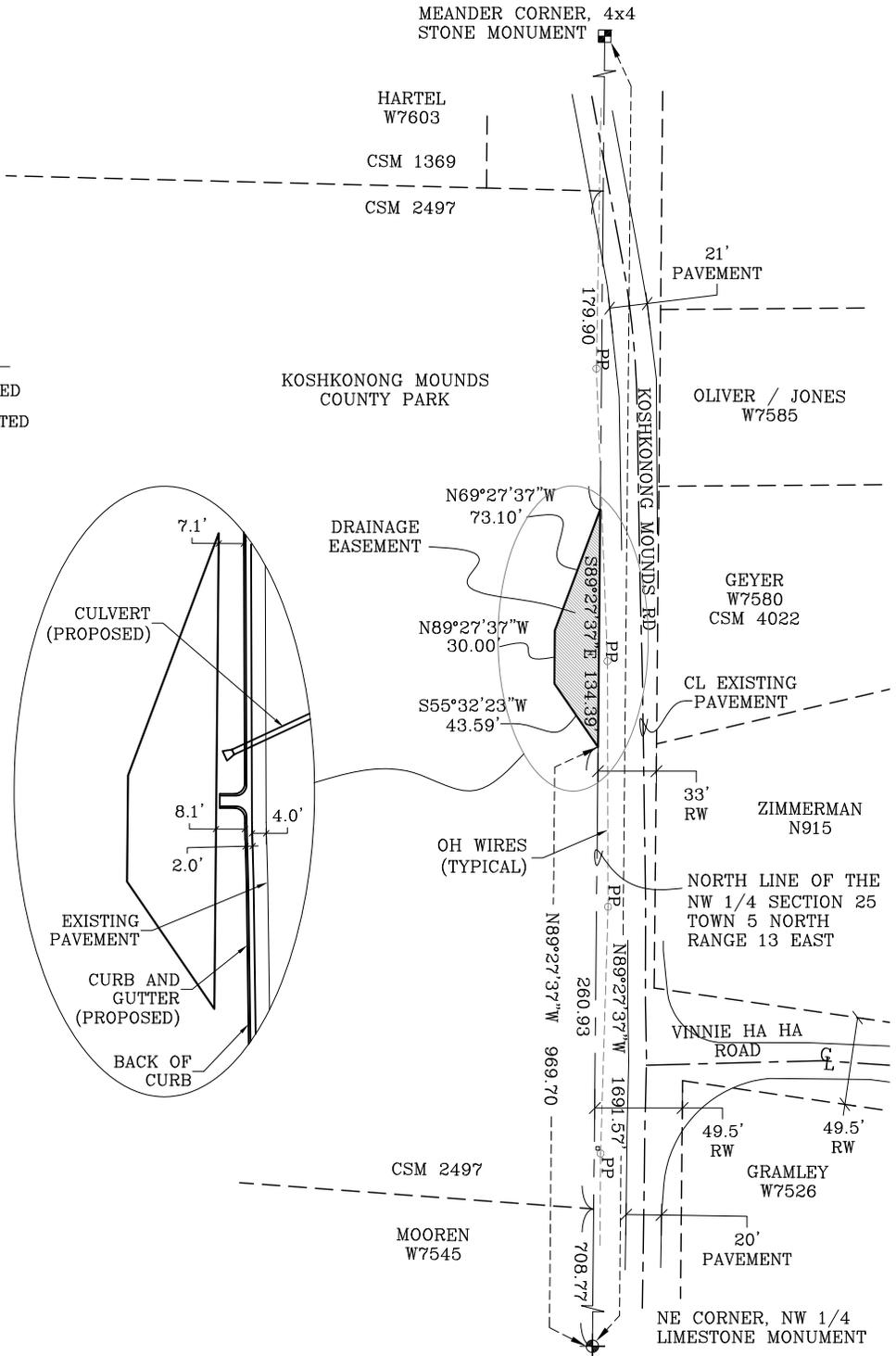
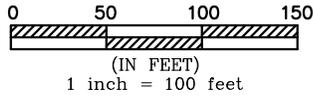
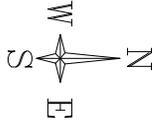


Exhibit A2

West Easement



LEGEND

- SECTION CORNER FOUND AS NOTED
- MEANDER CORNER FOUND AS NOTED
- POWER POLE
- UTILITY PEDISTALS

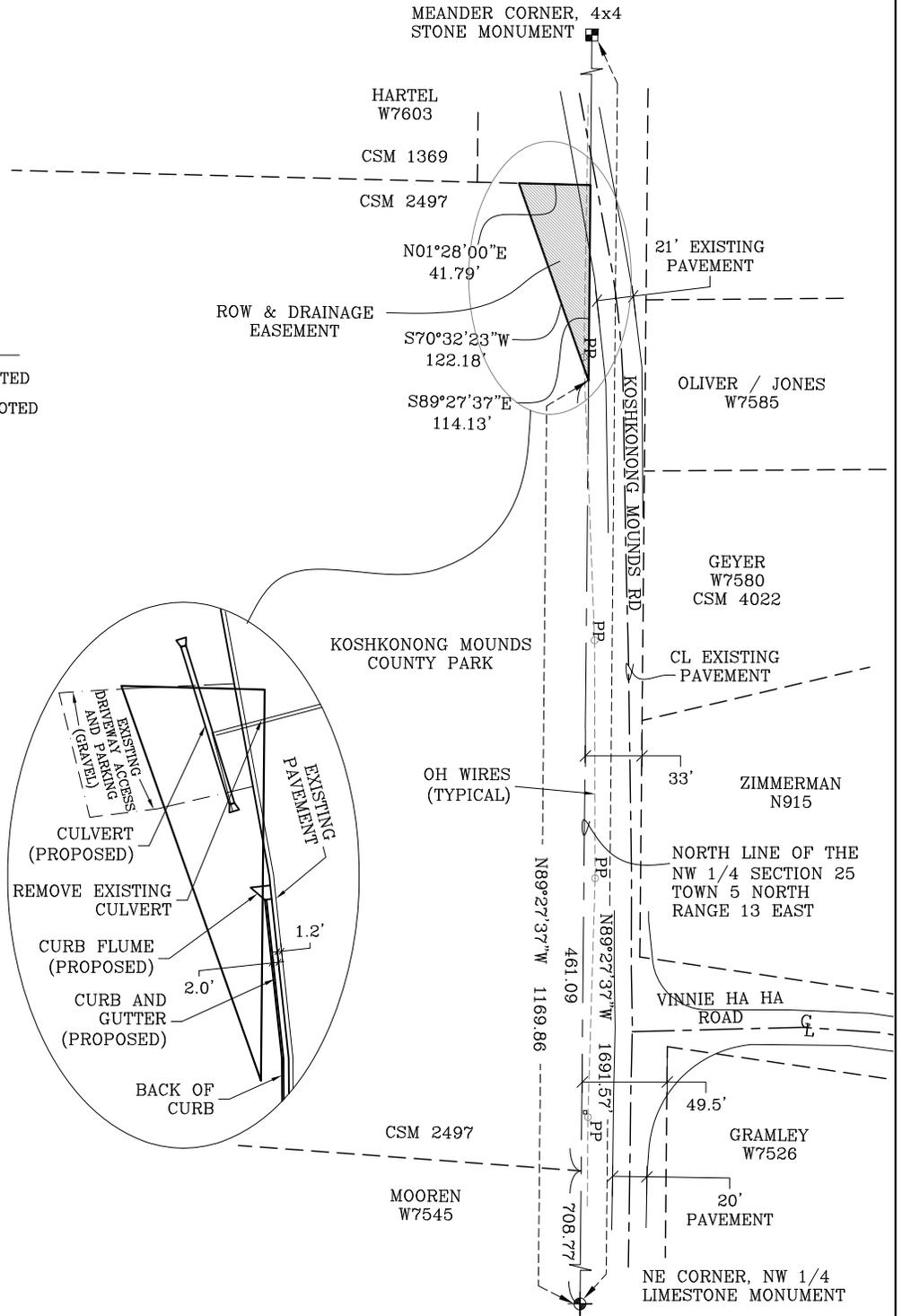


EXHIBIT B
East and West Easements

County Park
Easement 1 (East)

Location: Being a part of Lot 1 Certified Survey Map Number 2497, located in the NE 1/4 of the NW 1/4 of Section 24, Town 5 North, Range 13 East, Town of Koshkonong, Jefferson County, Wisconsin

Commencing at the Limestone monument that marks the northeast corner of said NE 1/4; Thence N 89° 27' 37" W, along the north line of said NE 1/4, a distance of 969.70 feet to the POINT OF BEGINNING of the Easement to be described; Thence S 55° 32' 23" W a distance of 43.59 feet; Thence N 89° 27' 37" W parallel to the north line of said NE 1/4 a distance of 30.00 feet; Thence N 69° 27' 37" W a distance of 73.10 to a point on the north line of said NE 1/4; Thence S 89° 27' 37" E along the north line of said NE 1/4 a distance of 134.39 feet to the POINT OF BEGINNING. **Exhibit A1** is attached and incorporated into this description.

County Park
Easement 2 (West)

Commencing at the Limestone monument that marks the northeast corner of said NE 1/4; Thence N 89° 27' 37" W, along the north line of said NE 1/4, a distance of 1169.86 feet to the POINT OF BEGINNING of the Easement to be described; Thence S 70° 32' 23" W a distance of 122.18 feet, to the westerly line of Certified Survey Map Number 2497 and the Koshkonong Mounds Road Right of Way; Thence N 01° 28' 00" E along said west line, a distance of 41.79 feet to a point on the north line of said NE 1/4; Thence S 89° 27' 37" E along the north line of said NE 1/4 a distance of 114.13 feet, to the POINT OF BEGINNING. **Exhibit A2** is attached and incorporated into this description.

STORM SEWER, DRAINAGE & ROADWAY EASEMENT

**JEFFERSON COUNTY – KOSHKONONG MOUNDS COUNTY PARK
East & West Easements**

THIS EASEMENT is made by and between the TOWN OF KOSHKONONG, a body, corporate and politic of the State of Wisconsin, hereinafter referred to as “Town” or “Grantee”; and JEFFERSON COUNTY, a municipal corporation of the State of Wisconsin, as owner including its heirs, successors, assigns hereinafter called “Grantor,” (if more than one grantor is listed above, said language herein referring thereto shall be interpreted in the plural and refer jointly and severally to such grantors).

WITNESSETH

WHEREAS, Grantor is the owner and holder of record Title to certain real property, Koshkonong Mounds County Park depicted on Exhibit “A1” and “A2” attached hereto and incorporated herein (the Property); and,

WHEREAS, the Property is further described as Lot 1 of Certified Survey Map 2497, recorded as Vol 9, Page 83 of Certified Survey Maps in the Jefferson County Register of Deeds Office as Document Number 875585; and,

WHEREAS, Koshkonong Mounds Road lying north of and adjacent to the Property is a town road; and,

WHEREAS, the Town desires to acquire a non-exclusive easement with the right of entry in and across a portion of the property as the same is more particularly hereinafter described, with the right to occupy, build, construct, improve, and/or operate, maintain, repair, enlarge, reconstruct, relocate and inspect as may be or may become applicable the following facilities and appurtenances thereto, hereinafter collectively called the “Facilities,” in, upon and across said portion of the Property: curbs, pavements, shoulder, storm sewer or culvert , associated manholes, inlets, outlets and other appurtenances, all as shown on Exhibit “A” or otherwise required over time for the purpose of drainage and right of way; and,

WHEREAS such Facilities shall not obstruct or impair the existing driveway access, currently located on the Grantor’s parcel, to the Grantor’s parcel.

NOW, THEREFORE, in consideration of the grant of the easement hereinafter described, the initial installation and maintenance of the Facilities by the Town, and the payment of One Dollar (\$1.00) and other valuable considerations to the Grantor, the receipt whereof is hereby acknowledged, said Grantor, being the owner and person interested in the land hereinafter described, does hereby grant unto the Town a perpetual, non-exclusive easement on that part of the NE ¼ of the NW ¼ of Section 25, Township Five (5), North, Range Thirteen (13) East”, in the Town of Koshkonong, Jefferson County, Wisconsin, more particularly described on Exhibit B attached hereto (the “Easement Area”).

1. That said Facilities other than culverts located under driveways shall be maintained and kept in good order and condition by the Town, at the sole cost and expense of the Town. Responsibility for maintaining the ground cover and landscaping within the Easement area shall be that of the Grantor.
2. That in and during whatever construction, reconstruction, enlargement or repair work is or becomes necessary in constructing and/or maintaining of said Facilities, so much of the surface

or subsurface of the Easement Area on the Property as may be disturbed will, at the expense of the Town, be replaced in substantially the same condition as it was prior to such disturbance. However, the Town shall indemnify and save harmless the Grantor from and against any loss, damage, claim, cost, injury or liability resulting from negligence or willful acts or omissions on the part of the Town, its agents or employees in connection with said work involved in constructing and/or maintaining of said Facilities; provided that if the above loss, claim, cost, damage, injury or liability results from the joint negligence of parties hereto, then the liability therefore shall be borne by them in proportion to their respective degree of negligence; provided further, however, that these provisions are subject to the legal defenses available under law which the Town or Grantor are entitled to raise, excepting the defense of so-called "sovereign immunity."

3. That no structure may be placed within the limits of the Easement Area by the Grantor except for improvement that does not alter the grades, drainage, or interfere with Grantee's Facilities such as walks, pavements for driveways and parking lot surfacing and landscaping may be constructed or placed with the Easement Area.
4. That, in connection with the construction by the Grantor of any structure or building abutting said Easement Area; the Grantor will assume all liability for any damage to the Facilities in the above described Easement Area. The Grantor will also save and keep the Town clear and harmless from any claims for personal injuries or property damage caused by any negligence or willful acts or omissions of the Grantor or persons acting on behalf of the Grantor, arising out of the construction or maintenance by the Grantor of any structure or building abutting the said Easement Area, and shall reimburse the Town for the full amount of such loss or damage.
5. That no charges will be made against the property for the cost of maintenance or operation of said Facilities in the property. The Grantor shall be responsible for the routine maintenance of land on which the easement is located.
6. The Facilities shall be accessible for maintenance by the Town at all times. The owner shall submit plans for approval to the Town Engineer for any underground installation within the Easement Area, which approval shall not be unreasonably withheld, conditioned or delayed.
7. That the Grantor shall submit plans for all surface alterations of plus or minus 0.1 foot or greater within the limits of said Easement Area. Said alterations shall be made only with the approval of the Town Engineer of the Town of Koshkonong, which approval shall not be unreasonably withheld, conditioned or delayed.
8. Dimensions from existing conditions and proposed improvements shown on Exhibit A are approximate, based best available information at the time of issuance, and shown for general orientation purposes. As built dimensions may vary. Any such variation shall not change the legal description contained in Exhibit B without agreement of Grantor and the Town.
9. The Town and Grantor shall each use, and take reasonable measures to cause their employees, officers, customers, agents, contractors and assigns to use, the Easement Area in a reasonable manner and so as not to obstruct or otherwise use the Easement Area in a manner that would unreasonably interfere with the use thereof by the other party hereto or its employees, officers, customers, agents, contractors and assigns.
10. The Town and Grantor each hereby waives all rights of subrogation that either has or may hereafter have against the other for any damage to the Easement Area or any other real or personal property or to persons covered by such party's insurance, but only to the extent of the waiving party's insurance coverage; provided, however, that the foregoing waivers shall not invalidate any policy of insurance now or hereafter issued, it being hereby agreed that such a

waiver shall not apply in any case which would result in the invalidation of any such policy of insurance and that each party shall notify the other if such party's insurance would be so invalidated.

11. Either party hereto may enforce this easement by appropriate action, and should it prevail in such litigation, that party shall be entitled to recover, as part of its costs, reasonable attorneys' fees.
12. This easement may not be modified or amended, except by a writing executed and delivered by the Town and Grantor or their respective successors and assigns.
13. No waiver of, acquiescence in, or consent to any breach of any term, covenant, or condition hereof shall be construed as, or constitute, a waiver of, acquiescence in, or consent to any other, further, or succeeding breach of the same or any other term, covenant, or condition.
14. If any term or provision of this easement shall, to any extent, be invalid or unenforceable under applicable law, then the remaining terms and provisions of this easement shall not be affected thereby, and each such remaining term and provision shall be valid and enforceable to the fullest extent permitted by applicable law.
15. This easement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seals this

on this date of: _____, 2016

JEFFERSON COUNTY

By: _____
Name and Title

STATE OF _____ ss

COUNTY OF _____

On this _____ day of _____, 2016, before me personally
appeared _____ and
_____ who being by me duly

sworn, did say
that he / she / they is / are the _____, a

_____, of JEFFERSON COUNTY and
that the seal affixed to said instrument is the corporate seal of said county, and
acknowledged that he / she / they executed the foregoing easement as such
officer(s) as the deed of said COUNTY by its authority and pursuant to

resolution file No. _____ adopted by its County Board on
_____, 2016.

NOTARY PUBLIC

My commission expires _____

Exhibit A

(Depiction of Property, Easement(s) and Facilities)

Exhibit B

(Legal Description)

DOCUMENT NO.

877273

VOL 779 PAGE 952

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

2.20

Hugh Highsmith

conveys and warrants to Jefferson County, a Municipal corporation,

the following described real estate in Jefferson County, State of Wisconsin:

STATE OF WISCONSIN } ss.
Jefferson County }
Received for record this 9th day
of September, A. D. 1991 at 2:20
o'clock P. M. and recorded Vol.
779 of Records, page 952
Phyllis J. Ness Register,
Deputy.

RETURN TO

CO. Clark

Tax Key No. _____

Lot 1, according to Certified Survey Map No. 2497, recorded July 18, 1991, in Vol. 9, Page 83, of Certified Survey Maps, Jefferson County Records, as Document No. 875585, being a part of the NE 1/4 of the NW 1/4 of Section 25, Township 5 North, Range 13 East, Town of Koshkonong, Jefferson County, Wisconsin.

The restrictions, conditions and reservations as shown on the reverse side of this deed are incorporated herein by reference and made a part of this deed.

This IS NOT homestead property.
(is) (is not)

STATE TRANSFER
TAX
\$ 168.00

Exception to warranties: Roads, highways, easements, recorded restrictions, zoning, building and sanitary ordinances.

Dated this _____ day of September, 1991.

_____(SEAL)

Hugh Highsmith (SEAL)
Hugh Highsmith

_____(SEAL)

_____(SEAL)

AUTHENTICATION

Signatures authenticated this _____ day of
September, 1991

James J. Vance
James J. Vance

TITLE: MEMBER STATE BAR OF WISCONSIN

(If not, _____
authorized by § 706.06. Wis. Stats.)

THIS INSTRUMENT WAS DRAFTED BY

Attorney James J. Vance

(Signatures may be authenticated or acknowledged.
Both are not necessary.)

The use of witnesses is optional.

ACKNOWLEDGMENT

STATE OF WISCONSIN

_____ } ss.
County.

Personally came before me, this _____ day of
_____, 19____ the above named

to me known to be the person _____ who executed
the foregoing instrument and acknowledge the same.

Notary Public _____ County, Wis.
My Commission is permanent. (If not, state expiration
date: _____, 19____.)

Furnished by: JEFFERSON COUNTY ABSTRACT CO., INC.
P.O. BOX 58, JEFFERSON, WI. 53549
(414) 674-3434



ABSTRACTS • TITLE INSURANCE • ESCROWS

*Names of persons signing in any capacity should be typed or printed below their signatures.

1. There is hereby reserved a perpetual easement for ingress and egress on foot and by vehicles, and for the construction of a road, driveway or other improvements to aid in the use of the easement over the 50-foot by 100-foot parcel at the southeast corner of the above described property. This easement is for the benefit of the remaining portion of C.S.M. #2476, which is recorded Vol. 9 Certified Surveys, Page 51, lying southerly of and adjacent to the property conveyed in this deed.

2. By accepting and recording this deed Jefferson County agrees that the Indian Mounds located on this property will be maintained and protected in compliance with Wisconsin Statutes currently in effect and as may hereinafter be adopted by the legislature for the preservation of historic Indian Mounds.

3. This property is restricted in that it shall be used and operated solely as a county-owned and maintained Indian Mound Park in a manner to preserve the historic Indian Mounds.

4. In the event at any time any part of this property is not owned by Jefferson County, and further in the event that this property is not properly maintained and operated as an historic Indian Mound Park, the title will automatically revert to and be owned by the Fort Atkinson Historical Society.

5. By accepting and recording this deed Jefferson County agrees that the Fort Atkinson Historical Society by its officers, directors and any committee that it appoints shall be allowed to participate in the original planning of the park, and its development and operation throughout the years.

**AMENDMENT BY AND BETWEEN THE WISCONSIN DEPARTMENT OF
TRANSPORTATION AND JEFFERSON COUNTY FOR THE MAINTENANCE OF THE
BICYCLE /PEDESTRIAN PATH
WITHIN THE RIGHTS-OF-WAY OF STATE HIGHWAY 26**

This AMENDMENT for Maintenance of the [Bicycle/Pedestrian Path](#) between the Wisconsin Department of Transportation and [Jefferson County Wisconsin](#) is made and entered into this 8th day of January, 2016 by and between the [County of Jefferson Wisconsin](#) hereinafter called the “[County](#)”, and the State of Wisconsin, Department of Transportation, hereinafter called the “[State](#)”. This Amendment shall be effective upon last signature below.

WITNESSETH:

WHEREAS, the State and [Jefferson County](#) had agreed to the development of a bicycle/pedestrian path, hereinafter called the “[Path](#)”, [there are three \(3\) locations for said path that are shown on the attached drawing and described in the attached original agreement \(see attachment 1\).](#)

AGREEMENT:

This Amendment only AMENDS Section 7 of the original agreement dated January 20, 2011. All other articles remain the same as previously agreed upon.

Section 7 shall read:

7. **Prohibition of Motorized Vehicles.** Use of this Path by motorized vehicles of any type, except as needed for maintenance, rehabilitation or emergency rescue purposes, or under Paragraphs 10 and 14 herein, is prohibited, except for motorized wheelchairs. The [County](#) at its discretion may prohibit electric personal assistive mobility devices, as defined in state statute 340.01 (15pm). Snowmobiles are allowed to cross or run adjacent to the Path unless local ordinance prohibits the use. The [County](#) shall inform the State of snowmobile trail locations adjacent to or crossing any Path before those trails are put in place.

For the State:

Operations Planning Chief
WisDOT Southwest Region
2101 Wright Street
Madison, WI 53704

For the County:

*Joe Nehmer, Jefferson Co Parks Director
Jefferson County Courthouse
320 South Main Street
Jefferson, WI 53549*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the day and year first above written.

WISCONSIN DEPARTMENT OF TRANSPORTATION, STATE OF WISCONSIN:

David Veith
Southwest Region Director
Wisconsin Department of Transportation

Date

**JEFFERSON COUNTY, WISCONSIN:
A municipal corporation**

By: _____
Jefferson County Title

Date: _____

By: _____
Jefferson County Title

Date: _____

Approved as to Form:

Jefferson County Title

Date: _____

Jefferson County Title

Date: _____

Jefferson County Title

Date: _____

ATTACHMENT 1

AGREEMENT BY AND BETWEEN THE WISCONSIN DEPARTMENT OF
TRANSPORTATION AND JEFFERSON COUNTY FOR THE MAINTENANCE OF THE
BICYCLE /PEDESTRIAN PATH
WITHIN THE RIGHTS-OF-WAY OF STATE HIGHWAY 26

01-20-11

This AGREEMENT is made and entered into this 20TH day of January, 2010, by and between Jefferson County Wisconsin, hereinafter called the "County", and the STATE OF WISCONSIN, Department of Transportation, hereinafter called the "State".

WITNESSETH:

WHEREAS, the State and County have agreed to the development of bicycle/pedestrian paths, hereinafter called the "Path". There are three path locations that are shown on the attached drawing and described as follows:

The first location starts at the south Jefferson County Line and extends northerly 0.3 mile along the west side of State Highway 26 until it connects to the existing Glacial River Trail. This section of path replaces an existing section of the trail and a trailhead parking area that conflicts with the highway improvements.

The second location starts at the intersection of Rita Lane and Business 26 to the north side of the city of Fort Atkinson and runs northerly along the east side of new Highway 26 for 2.7 miles to County Highway W on the southwest side of the city of Jefferson. The north 0.6 mile of the path runs on property that is owned by Jefferson County.

The third location starts at the intersection of Baneck Lane and Highway 26 and runs northerly along the west side of the said highway 2.5 miles where it connects to the south end of High Road.

Said paths includes an area approximately 4 feet on each side of the Path plus any drainage pipes and structures constructed for the Path. (See attached location maps.)

WHEREAS, within said limits the initial construction of the path and appurtenances will be financed and completed by the State in cooperation with the County.

WHEREAS, Wis. Stat. Sec. 66.0301 authorizes municipalities, including the County and the State, to contract with one another for the receipt or furnishing of services or the joint exercise of any power or duty required or authorized by law.

AGREEMENT:

NOW, THEREFORE, the County and the State, in consideration of the mutual covenants herein set forth, and other good and valuable considerations, the receipt of which is hereby acknowledged, agree to make this Intergovernmental Agreement under Wis. Stat. sec. 66.0301 for the purposes stated herein, as follows:

1. **Path Location.** The paved Path general limits are as described above in the first "Whereas" paragraph and shown on the attached exhibits.

2. **Path Construction.** The Path shall consist of a ten-foot asphaltic paved surface (2" thick) on 6" of crushed gravel with two-foot turf shoulders generally within the STH 26 Right-of-Way. The initial construction of the path will be financed and completed by the State.
3. **Path Lighting.** None. The County shall be responsible for the financing, maintenance, rehabilitation and replacement of any Path Lighting.
4. **Path Signing.** Within the said limits any required signage will be financed and installed by the State. Any additional desired signing, as approved by the state, shall be provided and financed by the County and installed during initial construction by the State.
5. **Path Maintenance.** The County shall maintain the Path, at its own expense. For purposes of this agreement, maintenance shall mean keeping all existing surfaces, signing and marking in good repair; repair of damage due to unauthorized use, vandalism, graffiti or theft; removing dirt and debris from the path surface; removing litter from the paved surface and nearby adjacent grassed areas; mowing grass areas; keeping any other landscaping in healthy and neat condition; keeping all drainage ditches in good working condition; and keeping drainage structures free of debris and in good repair. The County shall be responsible for any other maintenance needs that are not listed above and within the Path corridor. Winter maintenance shall be at the discretion of the County.
6. **Use of Path.** The use of the Path by the County shall be for bicycle and pedestrian transportation and may also include public access for recreational activities, including bicycling, pedestrian use and skating, as defined in Wis. Stat. sec. 895.52.
7. ~~**Prohibition of Motorized Vehicles.** Use of this Path by motorized vehicles of any type, except as needed for maintenance, rehabilitation or emergency rescue purposes, or under Paragraphs 10 and 14 herein, is prohibited, except for motorized wheelchairs. The Town/Village/City at its discretion may prohibit electric personal assistive mobility devices, as defined in state statute 340.01 (15mph).~~
8. **Path Corridor Encroachments.** The County shall be responsible for keeping the Path corridor right-of-way free of encroachments.
9. **Path Fees.** The County shall not charge fees for the use of the Path.
10. **Removal of Equipment.** All Path signs, lighting and appurtenances, which remain the property of the County, shall be removed by the County, at its own expense, upon termination of the Maintenance Agreement.
11. **Enforcement.** Promulgation and enforcement of noise, littering and loitering restrictions and the prohibition of motorized vehicles on and along the Path and shall be the sole responsibility of the County. The County may pass such ordinances and resolutions as it deems appropriate to govern these restrictions on the Path, and may use such methods as it deems appropriate to assure compliance with said restrictions. Any other restrictions proposed by the County shall require written concurrence from the State.
12. **Liability.** The County commits itself to assuming full responsibility for the management of the Path and all transportation and recreation operations thereon, and for any legal liability arising out of any of its own acts or omissions relating to its occupation, management, maintenance or transportation and recreational use of the Path, to the extent provided by law.
13. The County and State agree to conduct their activities along and on the Path so as not to endanger any person or property thereon. The parties agree that each party shall be responsible for its own acts or omissions and those of its officers, employees and agents, and those of its boards, commissions, agencies and officials, if any; and shall be responsible for

Amended
January 4,
2016 TLL

any loss or expense (including costs, damages and attorney fees) by reason of liability imposed by law, attributable to such acts or omissions to the extent provided by law.

14. **Wisconsin Department of Transportation (WisDOT) Property Rights.** This Agreement is not a lease and does not convey or transfer any ownership or rights of ownership in WisDOT right-of-way to the County. This instrument is a permit and the extent of the permit is to allow the use of the Path temporarily for certain activities as set forth herein. The State retains all rights of property ownership, and only the State can grant an invasion of said ownership rights.
15. The State retains the authority for the issuance of permits to allow a public or privately owned utility the right to construct, operate, and maintain a utility facility over, across, upon, and within WisDOT right-of-way. If a permit is issued under this paragraph, it shall be a condition of the permit that use of the right-of-way needed for the Path shall not be impaired, the utility permittee shall repair said right-of-way and return it to its pre-existing condition, normal wear and tear considered, as soon as possible.
16. The State shall provide the County with written notice prior to the issuance of any permit under this paragraph, and shall coordinate with the County on matters pertaining to utility permit applications.
17. The State retains full and final authority regarding the sale or disposal of the right-of-way or any portions thereof. Furthermore, this Agreement is subject to existing permits.
18. The State retains the right to close all or any portion of the Path at any time if it needs the right-of-way for future highway improvements or other operational needs, without compensating the County to relocate the Path should the County decide to do so.
19. **Term.** The term of this Maintenance Agreement shall be twenty (20) years from the effective date written above. This Agreement shall automatically be renewed under the same terms and conditions for additional one (1) year terms, unless either party shall give written notice to the contrary to the other party at least ninety (90) days before the renewal date.
20. **Applicability.** If any term, covenant, condition, or provision (or part thereof) of this Agreement, or the application thereof to any part or circumstance, shall at any time or to any extent, be held invalid or unenforceable, the remainder of the Agreement, or the application of such term or provision (or remainder thereof), to parties and circumstances other than those as to which it is held to be invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.
21. **Changes.** No term or provision of this Agreement, or any of its attachments, may be changed, waived, discharged, or terminated orally, but only by an instrument in writing signed by all parties to this Agreement. Consents and approvals required under this instrument may be made or granted by exchange of letters between the parties.
22. **Non-Discrimination.** The parties agree to abide by their own respective non-discrimination policies and procedures during the term of this agreement. Further, the parties agree that this agreement does not subject either party to the other's jurisdiction for the administration of such matters.
23. **Entirety.** The Agreement together with any documents referred to herein contain the entire Agreement of the parties and supersedes any and all prior Agreements and draft Agreements, or oral understandings between the parties regarding the Path.

24. Notices. Any notice required to be made in writing or any filing required to be made with any party to this Agreement shall be sent to the following addresses:

For the State:

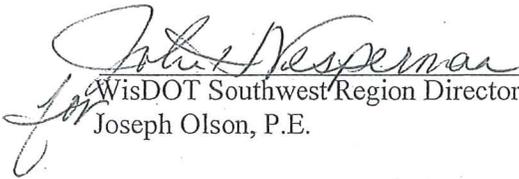
Planning Chief
WisDOT Southwest Region
2101 Wright Street
Madison, WI 53704

For the County:

Joe Nehmer, Jefferson County Parks Director
Jefferson County Courthouse
320 South Main Street
Jefferson, WI 53549

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the day and year first above written.

WISCONSIN DEPARTMENT OF TRANSPORTATION, STATE OF WISCONSIN:


for WisDOT Southwest Region Director
Joseph Olson, P.E.

1/20/2011
Date:

JEFFERSON COUNTY, WISCONSIN:

Approval By:  ^{COUNTY} ADMINISTRATOR 1-5-11
Jefferson County Title Date

Approval By: _____
Jefferson County Title Date

Approval By: _____
Jefferson County Title Date

**CONSTRUCTION PERMIT
RECOMMENDATION AND APPROVAL**

Wisconsin Department of Transportation
DT1732 2/2007 (Replaces RE3027) Ch. 32 Wis. Stats.

Owner Name Jefferson County
Settlement Amount None - mutual benefit
Purpose Construction of a Multi-use Path, along STH 26 between CTH W and CTH J, that will be maintained and operated by Jefferson County. A drawing of the path and the construction area needed is attached.

For the above-stated amount, the undersigned owner(s) grant to the Wisconsin Department of Transportation, a temporary right to occupy and use the owner's land for the above-stated purpose, as long as required for such purpose, and to operate necessary equipment thereon, including the right to preserve, protect, remove or plant any vegetation that the highway authorities may deem desirable to prevent erosion of the soil.

This permit shall terminate upon completion of the construction project for which this instrument is given.

 1-5-11
(Owner Signature) (Date)

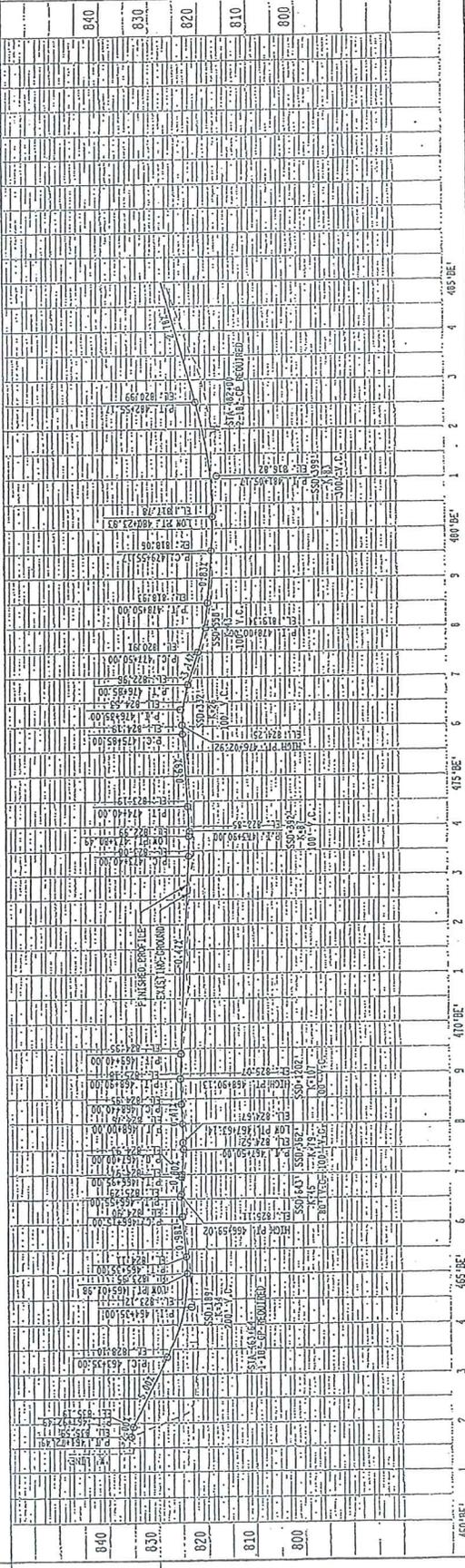
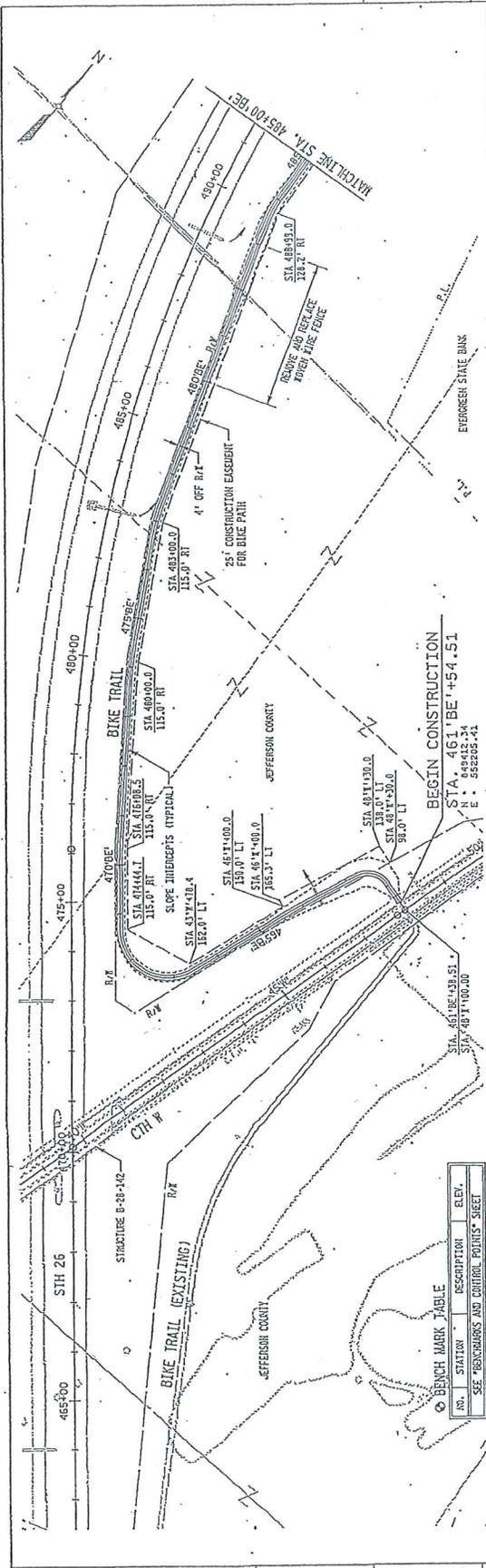
(Owner Signature) (Date)

(Regional Real Estate Management) (Date)

Project ID 1390-04-88

County Jefferson

Parcel NA



PROJECT NUMBER: 1390-04-86
 COUNTY: JEFFERSON
 HWY: STH 26
 PLAN AND PROFILE - BIKE TRAIL
 SHEET
 ELEVATION: 840, 830, 820, 810, 800
 STATIONING: 460+00 to 495+00
 SCALE: 1" = 40' HORIZ, 1" = 4' VERT
 DATE: 04/20/10
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 PROJECT: [Name]



Division of Transportation Services
Southwest Region - Madison
2101 Wright Street
Madison, WI 53704

Scott Walker, Governor
Mark Gottlieb, P.E., Secretary
Internet: www.dot.wisconsin.gov

Telephone: (608) 246-7548
Facsimile (FAX): Area Code- FAX #

E-mail: Mark.vesperman@dot.wi.gov

January 25, 2011

ATTN: JOE NEHMER
JEFFERSON COUNTY PARKS DIRECTOR
320 SOUTH MAIN STREET
JEFFERSON, WI 53549

Dear Mr. Nehmer,

Enclosed for your records is copy of the signed agreement for the maintenance of the bike path that will be constructed this year along the east side of the highway 26 bypass from CTH W to USH 18.

Sincerely,

Mark Vesperman
Wisconsin DOT Project Manager
Southwest Region – Madison office

RESOLUTION NO. 2014-64
Authorize application for Outdoor Recreation Aids Grant

Executive Summary

Jefferson County participates in the WI DNR Snowmobile Trail Maintenance Program. Jefferson County maintains approximately 182.7 miles of public snowmobile trail. The WI DNR requires the Outdoor Recreation Aids Grant resolution be renewed each calendar year.

WHEREAS, Jefferson County is interested in developing lands for public outdoor recreation purposes as described in the application, and

WHEREAS, financial aid is required to carry out the annual snowmobile trail maintenance project, and

WHEREAS, Jefferson County includes expenses and offsetting revenue in the adopted budget each year for this program,

NOW, THEREFORE, BE IT RESOLVED that the Board authorizes Joseph W. Nehmer, Jefferson County Parks Department Director, to act on behalf of Jefferson County to:

- submit an application to the State of Wisconsin Department of Natural Resources for any financial aid that may be available for the snowmobile trail maintenance project;
- submit reimbursement claims along with necessary supporting documentation within 6 months of project completion date;
- submit signed documents; and
- take necessary action to undertake, direct and complete the approved project.

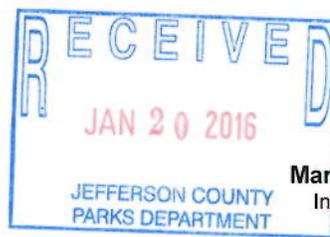
BE IT FURTHER RESOLVED that Jefferson County will comply with state or federal rules for the programs to be open to the general public during reasonable hours consistent with the type of facility and will obtain from the State of Wisconsin Department of Natural Resources approval in writing before any change is made in the use of the project sites.

Fiscal Note: The snowmobile trail maintenance program is expected to cost \$45,675 for winter 2016-2017. One hundred percent (100%) of this cost is funded by the grant.

Ayes: VOICE VOTE Noes _____ Abstain _____ Absent _____ Vacant _____



Division of Transportation System Development
SW Region – Madison Office
2101 Wright Street
Madison, WI 53704



#13

Scott Walker, Governor
Mark Gottlieb, P.E., Secretary
Internet: www.dot.wisconsin.gov

Telephone: (608) 246-5334
Facsimile FAX: (608) 246-3819
E-Mail: scot.hinkle@dot.wi.gov

DATE: January 11, 2016

Sent via **CERTIFIED MAIL**

KEVIN WIESMANN
311 SOUTH CENTER AVE, ROOM 204
JEFFERSON, WI 53549

RE: STH Connection Permit Application **Denial**
NE¼-NW¼ of Section 2, T5N, R15E, Town of
Hebron, Rock County, STH 106

Dear Mr. Wiesmann

The Wisconsin Department of Transportation (WISDOT) has **denied** the above-referenced permit application after a review. WISDOT's denial is based upon the following reasons:

1. The existing access was only allowed for emergency use by the Hebron Fire Department and any other access will be prohibited.
2. The driveway will have some vision problems caused by the beam guard making this a less than desired location for people pulling out.

Under Wisconsin Statute §86.073, you are entitled to appeal WISDOT's decision. If you wish to appeal, you must do so in writing within 30 days of receipt of this letter and include the reason(s) for the appeal. Please send the request to:

Wisconsin Department of Transportation
Statewide Access Management Coordinator
Attn: Michael Roach
PO Box 7986 – Room 501
Madison, WI 53707-7986

Once WISDOT has received an appeal notice, the appellant, property owner (if different than the appellant), region, and any other affected party will receive confirmation of the notice. WISDOT will then review the region's decision and inform all of the aforementioned parties of the final decision.

If you have any questions or wish to discuss this matter please contact me using the information listed in the upper right-hand corner of this letter.

Sincerely,

Scot Hinkle
Access Permit Coordinator

cc: Dale Oestreich, WISDOT, SW Region Planning Supervisor

APPLICATION/PERMIT FOR CONNECTION TO STATE TRUNK HIGHWAY

Wisconsin Department of Transportation (WisDOT)
DT1504 9/2009 s. 86.07(2) Wis. Stats. & Ch. Trans 231 Wis. Adm. Code

- This form is an application for permission for a STH Connection. If approved, the permit does **not** create a **right of access** or **access easement** for the property.
- If the property has any legal restrictions that prohibit access to a state trunk highway (STH), WisDOT cannot approve a STH connection permit for the property.
- **Please type or print neatly in ink.** Fill out the required information on **both sides** of this form per the instructions. One form is required per connection. For more information, visit: <http://wisconsindot.gov/Pages/doing-bus/real-estate/permits/default.aspx>
- **Please provide a copy of the property deed with all applications.**

WISDOT OFFICE INFORMATION	Document Identification Number: 28-100200867-2016
	Wisconsin DOT SW Region - Madison Office 2101 Wright St. Madison, WI 53704

APPLICANT INFORMATION	1. Applicant Name and Mailing Address – Street/PO Box, City, State, ZIP Code Kevin Wiesmann Jefferson County Parks Department 311 South Center Ave, Room 204 Jefferson, WI 53549	2. Property Owner Name / Address (If not applicant) WDOT
		3. If Not Property Owner, Reason for Application Recreational access for canoe/kayaks

CONNECTION LOCATION INFORMATION	4. Highway Number(s) 106	5. County Jefferson	6. <input type="checkbox"/> City <input type="checkbox"/> Village <input checked="" type="checkbox"/> Town of: Hebron	7. Side of the Highway <input type="checkbox"/> North <input checked="" type="checkbox"/> South <input type="checkbox"/> East <input type="checkbox"/> West
	8. Located within the NE Quarter, of the NW Quarter, Section 2, Town 5 North, Range 15E			9. Fire or Street Number (If applicable)
	10. Name of Nearest Side Road from Location Distance and Direction from Side Road County Hwy D 1,725 ft East <small>(Feet or Miles) (N, S, E, W)</small>			11. How far is the location from the nearest non-side road connection on the same highway? 135 ft <small>(Feet or Miles)</small>
	Log Mile or Reference Point (Filled in by WisDOT): RP= .031+0.33			

CONNECTION TYPE INFORMATION	12. Proposed Activity (Check one) <input type="checkbox"/> Construct New <input type="checkbox"/> Alter Existing <input type="checkbox"/> Remove Existing <input checked="" type="checkbox"/> Permit Existing	13. Proposed Use (Check one – See instructions for category description) <input type="checkbox"/> Urban – Commercial/Industrial <input type="checkbox"/> Rural – Agricultural <input type="checkbox"/> Urban – Residential <input type="checkbox"/> Public Road <input type="checkbox"/> Rural – Commercial/Industrial <input checked="" type="checkbox"/> Trail or Trail Crossing <input type="checkbox"/> Rural – Residential Is this a change of the existing use (If applicable)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	16. Proposed Trips Per Day (Check one) <input checked="" type="checkbox"/> Seasonal <input type="checkbox"/> 101-1000 <input checked="" type="checkbox"/> 1-50 <input type="checkbox"/> Over 1000 <input type="checkbox"/> 51-100 Peak hour traffic count: <u>4</u>
	14. Proposed Width:	15. Proposed Surface:	QUESTIONS 17-27 on BACK PAGE

All connections have restrictions, which include the information preprinted and filled-in on this application along with any conditions, covenants, supplemental provisions, superimposed notes, and detail drawings added by WisDOT. The applicant shall be responsible for complying with these restrictions along with the construction and maintenance of the connection. It is further understood that WisDOT's approval is subject to applicant's full compliance with relevant state statutes and administrative rules, plus any laws, codes, rules, regulations, ordinances and permit requirements of other jurisdictional agencies. The alteration of this form by the applicant is prohibited. Under s. 86.073 Wisconsin Statutes, WisDOT's permit denial or revocation may be appealed.

The applicant affirms that all information provided on and submitted with this form is correct and complete. Providing incorrect or incomplete information may result in permit denial or revocation as well as criminal prosecution under s. 946.32 Wisconsin Statutes.

x Kevin Wiesmann 12/8/15
(Property Owner or Authorized Representative) (Date)

920-674-7540 kevinw@jeffersoncountywi.gov
(Area Code and Telephone #) (E-mail address if available)

FOR OFFICIAL WISDOT USE ONLY – DO NOT WRITE BELOW THIS LINE

<input type="checkbox"/> THE FOLLOWING SUPPLEMENTAL PROVISIONS APPLY	<input type="checkbox"/> Permit APPROVED (THIS PERMIT IS REVOCABLE) <input checked="" type="checkbox"/> Permit DENIED <input type="checkbox"/> Application DISMISSED
	<i>x Scot Hinkle</i> 1/12/16 (WisDOT Authorized Representative) (Date) (If Computer-filled, Brush Script Font)
	<input type="checkbox"/> Temporary permit. Expiration date: <input type="checkbox"/> This permit voids / replaces permit #
<input type="checkbox"/> Shared connection	Co-user name: Related permit #

PARKS FUNDRAISING EVENTS 2016

Three events at Korth Park in 2016

- Spring (late May/early June),
- Summer (mid-July),
- Fall (late August).

We would plan to coordinate 3 to 4 food vendors per event and amplified music.

In addition, Dog Park and Carnes Park are possibilities.

GHA Coordinator Position: Exploration of Optional Scenarios and Recommendations

Workshops 1 and 2 Proceedings Report

**November 18, 2015 and January 13, 2016
Jefferson County Courthouse**

Participants

Joe Nehmer, Parks Director
Mary Nimm, Program Assistant
Kevin Wiesmann, Operations Supervisor
Augie Tietz, County Board Supervisor
Sarah Bolser, Superintendent – Lake Kegonsa State Park (DNR)
Jim Schroeder, County Board Chair
Ben Wehmeier, County Administrator
Genevieve Cody, Economic Development Director (Workshop 1 Only)
Clare Carlson, Friends of GHA (Workshop 2 Only)

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

January 28, 2016

GHA Coordinator Position: Exploration of Optional Scenarios

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SECTION 1

KEY FUNCTIONS OF GHA COORDINATOR POSITION

The participants shared perspectives about the importance of this position and responded to the question: What are the key functions that you hope will be carried out by the GHA Coordinator position? The ideas have been organized by affinity or theme. The extent of consensus was not tested. In addition to responses to the question, a compilation of position functions was listed based on communications.

(Note: An “opener” exercise to provide sharing around “value” of the position is included in the Appendix as Exhibit 1. A previous position description is also shown in Exhibit 2.)

I. Functions (What we want in and from this position.)

- A. Marketing/Advocacy/Image/Education
 - a. Marketing to existing and potential GHA customers, stakeholders, businesses, health care, etc.
 - b. Understanding of regional economics and how GHA fits in.
 - c. Advocate and cheerleader for the project (provides the “spark” for project and link to DNR).
 - d. Be the “Face” and “Personality” of the GHA.
 - e. Being the “Educator” on the “WHY” of GHA. (includes direct education to business, health, youth, policy makers, others)
- B. Networks/Coordinator
 - a. Working with the “Friends of GHA”
 - b. Working with County Parks, Municipal Parks, Tourism groups, Fair Park, other
 - c. Keep the GHA “in front” of key communities
- C. Build on Successes
 - a. Build on the GHA being the most successful environmental/community plan in existence.
 - b. Build on GHA as the “model” for bringing partners together to guide the future of “outdoor recreation and conservation”
- D. Implementation Team
 - a. Coordination of the “Implementation Team” (Agenda, get people to the meetings, mechanics of this interagency team)
 - b. Help with overall “business plan” and “solutions” for implementing GHA.
- E. Grants
 - a. Involved in grants
- F. Knowledge of DNR
 - a. Know the inner-workings of DNR and who to contact

- b. Recognize the link between the GHA , Jefferson County and the DNR will now be through Sarah Bolser (for County and State interconnectedness)

G. Project Activities

- a. Existing "Project" Coordination (Interagency)
 - i. Holzhueter Park
 - ii. Outboarders Park (Cappie's Landing)

II. Functions of GHA Coordinator based on Email Communications

A. Networks/Coordinator

- a. Interface with Friends Group
- b. Coordinate with DOT
- c. Coordinate with business community and JCEDC
- d. Coordinate with WEDC
- e. Coordinate with Health Community
- f. Overall GHA Coordination – with Business

B. Marketing/Advocacy/Image/Education

- a. Website coordination
- b. Asset map
- c. Trade show marketing
- d. Advocate for program within DNR
- e. Public information and education

C. Implementation Team

- a. Liaison between Jefferson County and WI DNR.
- b. Coordinate Implementation Team and committees

D. Project Activities

- a. Help coordinate land acquisitions
- b. Coordinate lease agreement

E. Grants

- a. Help identify grant opportunities and write grants

F. Knowledge of DNR

- a. Support services, Bureaus, Secretary, Parks, Wildlife, Fish, Water, Air, Real Estate, Grants

III. Job Description – See Exhibit 2 (Appendix)

IV. Other Information/Background to Think About when Considering Position and Scenarios

- a. Need strong connection to DNR; strong understanding of DNR
- b. Need strong relationship-building skills
- c. Strong lobbying background
- d. Challenge of ideal: Both DNR background and Marketing background (Is this possible?)
- e. This GHA project is held in high-esteem by many.
- f. Importance of keeping the GHA in front of DNR leaders.
- g. Many opportunities to get GHA back into prominence with DNR – our job to get back on track.

SECTION 2

STAKEHOLDER ANALYSIS

(Those Individuals/Groups We Affect & Those Affecting Us)

Participants generated a list of external and internal stakeholders in response to this question: Who are the key stakeholders associated with this position? Participants then nominated a shorter list of primary stakeholders, and those that may warrant extra emphasis during consideration of scenarios. This exercise helps determine individuals and groups that are most affected by this GHA Coordinator position or can influence the position (i.e. have a “stake” in the position).

EXTERNAL

- ❖ Business Leaders
- ❖ Municipalities in GHA
- ❖ Citizens/Taxpayers/Everybody
- ❖ Generous Donors (Quirk/Others)
- ❖ Volunteers
- Chambers
- Tourism Commissions
- Elected Officials
- Rock River Trail Initiative
- Outdoor Recreation Clubs
- Population of State of Wisconsin and Northern Illinois
- Health Care Systems
- State Agencies:
 - WEDC / Tourism
 - DOT / Health/Family Services
- Restaurants / Retailers / Small Businesses / Hotels / Lodging / Gas / Grocery Stores (Tourism – sensitive businesses)

INTERNAL

- ❖ DNR
- ❖ Jefferson County
- ❖ Friends of GHA

EXTERNAL

- Economic Development Organizations
- I-94 Corridor
- Regional Planning Community
- Other GHA Counties
- Clubs (ATV/H.S./Bicycle/Snowmobile / Bird Watchers/ Ducks Unlimited/ Whitetail Unlimited/ Others)
- Other Friends Groups in GHA
- Universities/Schools
- Environmental Groups
- Media
- Other Non-Profits/ Foundations
- Insurance Companies (Those that sell Health Insurance)
- We Energies
- Outdoor Recreation Manufacturers / Retailers
- Trek Bicycle Corporation

Note:

- ❖ Primary Stakeholders
- Secondary Stakeholders

SECTION 3

ALTERNATIVE SCENARIO CONSIDERATIONS

Participants responded to these three questions:

- a. *What are some of your ideas for reestablishing a GHA Coordinator function? or*
- b. *What would you like to see the GHA Coordinator position look like in the future?(including duties, location, organizational affiliation, other) or*
- c. *What are your hopes on how the new GHA Coordinator function could be handled in the future?*

The participants initially generated eight alternative scenarios. At Workshop 2, they identified a ninth option. These are listed (very general). The participants also identified “position location” considerations, and ideas for follow-up and implementation. The extent of consensus was not tested.

Scenarios/Options/Alternatives:

- A. Option A: Friends of GHA (no cost)
 - a. Low Cost Option: Someone from the Friends of GHA coordinates.
- B. Option B: Friends of GHA (stipend)
 - a. Friends of GHA – with a stipend arrangement.
- C. Option C: Foundation
 - a. Foundation (Lifepoint); Fort HealthCare Foundation; Other Health organizations to support / sponsor GHA.
 - b. Prepare GHA position funding for applications to “Lifepoint” / “Watertown Regional Health”
- D. Option D: JCEDC
 - a. JCEDC Capital Campaign: Integrate/coordinate this GHA function as a “staff” position or work closely with this JCEDC function.
 - b. GHA Coordinator skill sets: JCEDC Branding – 30,000 feet; GHA Coordinator – 500 feet
- E. Option E: Tourism
 - a. Review Overall County Tourism Funding (Fair, JCTC, JCEDC, Other, Local Room Tax, Local Tourism): Coordinate / merge functions and integrate GHA function.
- F. Option F: State
 - a. Position as a State function: reestablish as a multi-partner arrangement.
- G. Option G: Shared
 - a. Shared position (example: shared Waterloo Regional Trailhead Manager and GHA Coordinator); creative funding arrangement
 - b. Q: What is the hierarchy of bosses/chain of command with shared positions?
A: Hybrid: Evaluated/paid by DNR; Close communication with Jefferson County (the primary partner)

- c. Shared position Waterloo and Jefferson County Parks (Waterloo is putting out an RFP to seek consultant or staff services for programming and operations through is Parks/Rec/Forestry function); Jefferson County Parks will be meeting with Waterloo staff with “everything on the table” including, Jefferson County providing “grounds maintenance”; there are still many unknowns.

H. Option H: County Parks

- a. Shared duties within the Jefferson County Parks Department.

I. Option I: Regional Planning Commission Role

- a. Involving the Southeastern Wisconsin Regional Planning Commission (SEWRPC) in a consulting/operations/service providing role.

Locational Considerations:

A. Location of Position / Function Options

- a. State DNR
 - b. County
 - c. GHA Friends
 - d. Health Care
 - e. Regular Presence in GHA region/Jefferson and Madison
 - f. Advantages of Local presence: municipal location
 - g. Expectation in Jefferson County (at least part time)
 - h. Not unusual for DNR functions to be in “satellite”
 - i. Parts in both locations
 - j. Location: both Jeff II and Jefferson County
- B. Q: if located in Madison, would it be Fitchburg or out of the Jeff II location?

Note: Subsequent to Workshop 1, DNR staff indicated that a suggested location at Jeff II would not work. A satellite at the Lake Mills Depot could be looked at if a satellite location were to be further considered.

Follow-Up Steps/Potential Protocol/Implementation Ideas:

- A. Joint proposal between “Local Government” (delegation) to meet with DNR Secretary/Tourism Secretary/WEDC Leadership and local EDC to talk about “funding” and “operationalizing” this function.
- B. Identify a “deliverable” for a successful GHA.
- C. County to demonstrate their in-kind/other funding commitment to GHA.
- D. County to have the “Local Match” upfront.
- E. Blended Funding Partners: 1/3 private; 1/3 State; 1/3 County
- F. Phase GHA Coordinator: Contract position for now and await pending longer-term.
- G. Develop Sponsorship of “naming rights” to pay for the coordinator (i.e. Trek/GHA Coordinator)
- H. Position linking conservation, natural resources as primary purpose – economic development important but secondary.

SECTION 4

SCENARIO CHARACTERIZATION AND ASSESSMENT

Participants reviewed the nine options identified in Section 3. They also came up with an additional “Hybrid A/B” option. Participants offered some initial reactions and generalizations pertaining to each potential scenario. Subsequently, the participants assessed the “pros” and “cons” of each optional scenario for reestablishing the GHA Coordinator function.

A. Option A: Friends of GHA (no cost)

Pros:

- Cheap
- Could look for funding for LTE (within organization)
- Friends “know” GHA and partners
- Their heart would be in it.

Cons:

- Heavy volunteer workload already.
- Amazing responsibility for a volunteer.
- Is this sustainable with volunteers?
- Is this fair as a volunteer function?

B. Option B: Friends of GHA (stipend)

Pros:

- Could be a “fall back” option
- Could build capacity for other options

Cons:

- Where would stipend money come from and how much?
- Challenge of how reporting structure would take place, i.e. “accountability” with State and County.

C. Option C: Hybrid A/B – Friends with Partial Role

Pros:

- Have Friends of GHA do parts of the function.
- Use other entity funding (i.e. Foundation/Parks/other)
- Strong on events; website; newsletters

Cons:

- Friends are not strong in economic development; large scale marketing; regional

D. Option D: Foundation/Health

Pros:

- Cheap/cost effective
- Could create “community buy-in”; could help inform regional foundations.
- Could be a “piece” of budget for some items (printing, GIS, newsletters, publications, display sponsorship, others)
- Health becoming more important!

Cons:

- Lifepoint not in a position for funding for 1 to 1 ½ years.
- Challenge of sustainability: may not fund “on-going” initiatives; could not rely on funding.
- Foundations prefer “brink & mortar” donations– not operational contributions
- Competition for these funds (only so much to go-around)
- Most foundations would rather see a “project” to attach name (trail, park, tangibles)
- This would be a hard sell to Foundations

E. Option E: Jefferson County Economic Development Consortium (JCEDC)

Pros:

- May have a “piece” or “partial role”
- Hybrid – DNR interested in business/private connections.
- This needs to be a “component” of the scenario.
- GHA/JCEDC missions support each other; strong relationship.

Cons:

- JCEDC now at capacity; all want a piece of JCEDC because they do good work.
- Similar constraints as foundation (See Option D)
- JCEDC may not be aware of many GHA users (i.e. wildlife, habitat, passive parks)

F. Option F: Tourism

Pros:

- Would be a “pro” if we had a strong Jefferson County Tourism Council (JCTC)

Cons:

- Council is not currently strong
- Challenge of impact clarification of GHA
- Challenge of \$50,000 going to Fair Park but not GHA (from County budget)
- Some of GHA is “internal”; tourism goes after “external” for revenue.
- Need marketing.
- Room tax not enough.
- Could not use room tax directly for GHA operations.

Follow-up Idea: Identify tourism-related partners for their ideas- 2Rivers Bicycle, Quirk, Paddle Company, Battermann, Watertown Health, Others. Bring in to get their perspectives on this.

G. Option G: State (Reestablish)

Pros:

- Great for County financially!
- If done in partnerships, shows investment by State.
- Perhaps not now; but demonstrate impact and have discussion with State in 3-5 years.
- Could take this to State Legislature (i.e. could go over the heads of DNR staff)

Cons:

- Formally Stated: No State funding available!

Note: If this, would need to start effort now and target for 2017 State Budget

H. Option H: Shared (Waterloo Parks/Jefferson County Parks/GHA)

Pros:

- Opportunity for “intergovernmental agreement” between County, Waterloo and GHA
- Data from EDA Planning Grant might inform this and other projects.
- Kevin, Joe, Mo, DPW continuing to meet to further explore a shared arrangement.

Cons:

- Challenge of funding the GHA position.
- Challenge of Waterloo now doing parks as a volunteer operation.
- Ideas of EDA grant funding likely not eligible to fund GHA Coordinator.

I. Option I: County Parks

Pros:

- Awaiting this process completion before decision on Parks positions.
- Is this semi-permanent or a “bridge” option?
- Parks already does many of these functions.
- If position enhanced in Parks, could complement work of “Friends”/other partners.
- Opportunity to sustain this important County/State project (one of the best!)
- Maximum freedom to define position and create flexibility in tasks.
- Better position to push GHA further “East”.

Cons:

- Parks Department is already without an Administrative Assistant.
- Questions on how position/vacant will be filled.
- Questions on Mary’s role.

J. Option J: Regional Planning

Pros:

- Regional Planning may look for new revenue.

Cons:

- Regional planning commissions are not typically involved in operations.
- Jefferson County is not a major part of SEWRPC/CARPC (organizationally)

SECTION 5

RECOMMENDED OPTION AND NEXT STEPS

The participants were prompted to think about criteria that could help them select a preferred option or scenario for reestablishing the GHA Coordinator function. The participants considered a variety of criteria including: readiness, capability, commitments, organizational fit, organizational resources, funding, general feasibility, other. The participants also came up with combinations and other criteria.

Decision and Recommendation: Option I: County Parks

In considering the previous assessment of each option and potential criteria for decision-making, the planning team nominated “Option I: County Parks” as the best option for reestablishing the GHA Coordinator function. The rationale is provided below.

General Observation

- Is a good option for now.
- Could be a bridge; could be stop-gap or permanent.

Readiness

- The Parks Department is “shovel ready”
- This option is most responsive to: “Get the GHA Coordinator position moving!”

Organizational Fit

- The Parks staff can redefine and re-task the currently vacant position
- The Parks staff can refine Mary’s role

General Feasibility and Linkages

- This option retains a strong link to Friends of GHA
- This option retains a strong link to JCEDC
- This option retains a strong link to the DNR.
- This option retains a strong link to other pieces.
- With this option there will still be a major role for “Friends of GHA” to continue as a key partner – delegation
- DNR Observation:
 - This option appears workable
 - Can retain the close partnership

Funding

- Common Thread – With this option, other funding and partners can be integrated over time.

Next Steps

- Parks staff and Park Committee to refine and approve this option.
- Longer Term and On-going: Convene “Partners Groups” for future roles
 - Touch base with JCEDC
 - Invite and convene partners for a “celebration picnic”
 - Organize the “celebration picnic” as a launch for fundraising.

APPENDIX

Agenda

**GHA Coordinator Position: Exploration of Optional Scenarios
Workshop 1
Jefferson County Courthouse Room 202
Wednesday, November 18, 2015
2:00-4:00 pm**

- Welcome, Background and Introductions: Joe Nehmer
- Review of Summary: Project Understanding and Scope (Attached)
Purpose of Effort-
 - To explore alternative scenarios for the GHA Coordinator position that is no longer being funded by the DNR
- Sharing by Participants on “Other Context” and/or “What You Value” about this Position
- Review and Agreement on Meeting/Workshop Guidelines (Attached)
- Facilitated Workshop Exercises:

Foundational Questions

1. What are key functions that you hope will be carried out by the GHA Coordinator position?
2. Who are the key stakeholders associated with this position? (Stakeholders are those individuals and/or groups that affect this position or are affected by this position.)
3. What else do we need to think about when considering alternative scenarios for this position?

Scenario/Alternatives Development Questions

- a. What are some of your ideas for reestablishing a GHA Coordinator function? or
- b. What would you like to see the GHA Coordinator position look like in the future?(including duties, location, organizational affiliation, other) or
- c. What are your hopes on how the new GHA Coordinator function could be handled in the future?

Reminder Note: All ideas are welcome! We will assess the ideas in the next steps!

Scenario Characterization, Assessment and Preferences (optional depending on availability of time)

- Review output for generalizing the nature of potential scenarios
 - Initial assessment of scenarios for pros and cons of each
 - Determine criteria for determining most desirable alternative(s). Example criteria such as readiness, capability, commitments, organizational fit, organizational resources/funding, general feasibility, other.
 - Apply criteria to each scenario to help make recommendations around preferred alternative(s)
- Wrap up and Identification of Follow-up Activities (Assumption that there will be a need to share some of the findings with key stakeholders for reaction and further input. Also assume that more time will be needed to determine preferences.)

Prepared by:

Steve Grabow, Professor and Community Development Educator, UW Extension, Jefferson County Office, November 17, 2015
(Steve will serve as facilitator for this process)

Agenda

**GHA Coordinator Position: Exploration of Optional Scenarios
Workshop 2
Jefferson County Courthouse Room 202
Wednesday, January 13, 2016
1:30-3:30 pm**

- Review of “Proceedings Report” from Workshop 1
- Facilitated Workshop Exercises:

Scenario Characterization, Assessment and Preferences

- Review output for generalizing the nature of potential scenarios
 - Assessment of scenarios for pros and cons of each
 - Determine criteria for determining most desirable alternative(s). Example criteria such as readiness, capability, commitments, organizational fit, organizational resources/funding, general feasibility, other.
 - Apply criteria to each scenario to help make recommendations around preferred alternative(s)
- Wrap up and Identification of Follow-up Activities (Assumption that there will be a need to share some of the findings with key stakeholders for reaction and potential further input.) Note: this project was designed to be a two-part series.

Prepared by:

Steve Grabow, Professor and Community Development Educator, UW Extension, Jefferson County Office, January 11, 2016
(Steve will serve as facilitator for this two-part process)

EXHIBIT 1

Context Comments: Opener Exercise

What do you value about this position?

- Marketing, advertising, maps, trade show, key communication of project
- Main function – marketing; not a real good understanding local and regionally.
- Marketing efforts. Blend – locally and State DNR (who to talk to); outreach, fundraising. Expand GHA. Need someone with unique skill sets.
- Added strength to relations with DNR; retired DNR staff; knew lots of people; Strengthen partnership.
- Big shift in focus; mostly listen; avoid duplication; hope to launch our “brand”; potential that this position aligns with Parks, local partners and business engagement. Raise money: in a coordinated way. Internally- capacity but so busy.
- Learning about position. Need a good understanding of GHA and able to sell the message.
- Seen two coordinators and new role changed. Different role. Lots of enthusiasm several years ago. Coordinator – helps with connections, agendas, committee goal setting; measurements. Not sure if this is needed. Knows right contacts and moves on marketing. Not much on “acquisition” or “trails”. Need funding. Coordinating what we have today and further reengage DNR on GHA. Challenge.

EXHIBIT 2

Job Description

Classification: Wildlife Biologist

Start Date: Approximately December 1, 2011

Work Hours: 10-15 hrs / week maximum for a total not to exceed 1,040 hours annually

GLACIAL HERITAGE AREA PROJECT COORDINATOR/PLANNER

40% - Serve as department liaison between operational and planning sub-teams and external partner groups and agencies; provide bi-monthly written progress reports to Oversight Team, Implementation Team, external partners and agencies, identify funding sources for implementing the plan and lead writing grant applications, provide assistance with tasks assigned to team members to ensure compliance with timelines.

35% - Develop an implementation plan for Glacial Heritage Area (GHA) Project including; develop annual quantifiable objectives, develop meeting agendas, schedule and conduct planning meetings with Implementation Team members and external partner groups and agencies, record/distribute meeting minutes.

25% - Develop communications strategies and networks with team members, external groups, agencies and public; develop a GHA website, develop contact lists, write press releases, develop brochures, update web-based information, write an annual GHA progress report, coordinate an annual GHA celebration including a picnic and tours of GHA accomplishments.

Summary Initial Agreement of Project Understanding and Scope: Glacial Heritage Area Organizational Structure Scenario Exploration

Jefferson County Parks Director and Glacial Heritage Area (GHA) Implementation Team Co-Leader Joe Nehmer and UW Extension Community Development Educator Steve Grabow met on August 18th to discuss some of the transition concerns from not having the GHA Coordinator position funded any longer. We also talked about my involvement in facilitating a work group to explore alternative scenarios for leadership. This memo provides some detail on the general terms of the agreement initially discussed. This was further outlined at the September 9th meeting of the Jefferson County Parks Committee. It should be noted that there was a very wide-ranging discussion about the GHA at the September 9th meeting, with many items raised that are beyond the specifics of this generally agreed-upon project.

Purpose of Effort:

- To explore alternative scenarios for the GHA Coordinator position that is no longer being funded by the DNR
- To bring together a small work group of about 10 persons to explore optional organizational structures for this function (work group determined by Parks Director)

Client:

- Parks Director and Parks Committee
- Parks Director would serve as Project Manager

Issue to Address:

- What are ways that we could carry out the functions of the GHA Coordinator in the short term and longer term now that the DNR funding has been discontinued?

Outputs and Outcomes of a Proposed Process:

- One or two facilitated workshops
- Proceedings Reports capturing the ideas from each workshop
- Use of a “system planning” process that looks at purpose of system, people considerations, ideal vision/outcome, and system specifications.
- Generating ideas on multiple scenarios or alternatives for the GHA Coordinator function
 - Expect five or six scenarios
 - Assessment of pros and cons
 - Expect range of ideas from the “Ideal” to the “Practical/Realistic”

Potential Composition of Work Group

- It was determined that a work group of about 10 persons would be a productive size.
- A preliminary list of potential participants was brainstormed.

Timing and Duration:

- Intent to initiate these workshops in November
- Each workshop will likely be from 2-3 hours

Other:

- Other unanticipated considerations may come up. Changes to this initial agreement may be warranted if satisfactorily negotiated and agreed to by the facilitator and project manager.

Prepared by: Steve Grabow, Professor and Community Development Educator, UW Extension, Jefferson County Office, November 17, 2015

Suggested Facilitated-Meeting Guidelines (To help assure a productive workshop)

- Be open to new ideas by respecting others' opinions
- No right or wrong answers/responses (so avoid being judgmental).
- Be concise so everyone can participate fairly
- Only one person talks at a time.
- Actively participate.
- Pass if you choose not to speak
- All of same status during our workshop time
- Try to make the agreed-upon process work
- Try to enjoy this.

Facilitator: Steve Grabow, Professor and Community Development Educator, UW Extension, Jefferson County Office.

GHA Coordinator Position: Exploring Scenarios Workshop, November 18, 2015

LICENSE AGREEMENT

THIS LICENSE, Made and entered into by and between the City of Watertown, a Wisconsin municipal corporation, hereinafter referred to as "Licensee", and Jefferson County, a quasi-municipal corporation, hereinafter referred to as "Licensor"; (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 access the current utility service road on the We Energies property from Humboldt Street east to the Rock River and along the east side of the We Energies Concord Generating Station designated as an initial recreational trail linking Humboldt Street with the trail described under the existing recreation License Agreement executed on February 18, 2015 between Jefferson County, a quasi-municipal corporation and **Wisconsin Electric Power Company, a Wisconsin corporation, doing business as We Energies** (incorporated herein by reference and attached hereto "We Energies Agreement"). Also incorporated by reference and attached hereto is a letter from Julie M. Simmons on behalf of We Energies to Augie Tietz dated November 20th, 2015 designating the limited purposes for which the City of Watertown may enter upon the property described above, and the City of Watertown agrees to limit its activities in accordance with said letter, this license agreement and the We Energies Agreement. Licensee will be limited to brushing and cutting and filling minor potholes and bumps in the service road to create a rudimentary trail for hiking, biking, and cross-county skiing and other similar non-motorized recreational uses. Licensee understands that underground facilities exist and will exercise caution when conducting any type of work as authorized herein on the designated service road described above.

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

1. **Term:** The term of this License Agreement will commence upon execution of this license and will be terminated upon written notification by Jefferson County to Licensee.
2. **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.
3. **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.
4. **Permitted and Prohibited Uses:** The Premises shall be used by Jefferson County 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.

5. **Signage:** 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 and required to notify others of potential dangerous conditions.
6. **Governmental Jurisdiction:** 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 activities or occupation of the Lands and Premises.
7. **Diggers Hotline:** 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.
8. **Height Restrictions:** 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.
9. **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.
10. **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.
11. **Damage to Facilities:** 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.
12. **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.

13. **Solid Waste:** 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.
14. **Hazardous Materials:** 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;
- b. 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;
- bb. 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.

15. **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.
16. **Safety and Protection:** 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 We Energies 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.
17. **Galvanic/Stray Current/Grounding:** 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.

18. **Snow Plowing:** Licensee shall be permitted to plow, but not pile, the snow on the Premises in the event it desires to do so.
19. **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.
20. **Licensor Right to Enter:** The Licensor reserves unto itself, We Energies, ATC and their employees, agents and contractors the right, at any time, to enter upon the Lands and Premises by any means necessary for any reason.
21. **Notices:** All notices to Licensee shall be sent by a reputable overnight delivery service, registered or certified mail, addressed to the City of Watertown Attorney, 106 Jones St. Second Fl., Watertown, WI 53094.

All notices to Licensor 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.
22. **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.
23. **Costs and Attorney Fees:** 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.
24. **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.
25. **Obligations Survive:** 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.

26. **Binding Effect:** 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.
27. **Captions:** 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.
28. **Severability of Provisions:** 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.
29. **Interpretation:** 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.
30. **Acceptance:** 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.

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

IN WITNESS WHEREOF, Jefferson County and the City of Watertown have caused these presents to be signed by their authorized agents.

JEFFERSON COUNTY
(Licensor)

Dated: _____, 2016

By: _____
Name: Benjamin Wehmeier
Title: County Administrator

CITY OF WATERTOWN
(Licensee)

Dated: _____, 2016

By: _____
Name: John David
Title: Mayor

CANOECOPIA			
MARCH 11, 12 & 13, 2016			
FRIDAY	TIMES	VOLUNTEER	CELLPHONE
11-Mar			
SET UP	12:00 - 4:00		
SET UP	12:00 - 4:00		
	4:00 - 9:00		
SATURDAY			
12-Mar			
	9:00 - 12:00	Carl Glassford	
	9:00 - 12:00		
	12:00 - 3:00		
	12:00 - 3:00		
	3:00 - 6:00		
	3:00 - 6:00		
SUNDAY			
13-Mar			
	10:00 - 2:00		
	10:00 - 2:00		
	2:00 - 5:00		
	2:00 - 5:00		
SUNDAY			
TEAR DOWN	5:00 - 6:00		

Jefferson County Parks Department

Courthouse, Room 204
311 South Center Avenue
Jefferson, WI 53549
920-674-7260



PARK SHELTER/SITE RENTAL AGREEMENT

Rental Information ~ Please Print:

Name: _____ E-mail: _____

Address: _____ Phone: _____

City, State, Zip: _____ Alternate Phone: _____

Shelter Location: _____ Event Date: _____

Expected Number of People: _____ Event Type: _____
(wedding/reunion/graduation/picnic)

Rental Times: From _____ am / pm ~ To _____ am / pm
(Circle one) (Circle one)

All checks should be made payable to the Jefferson County Parks Department. Each shelter rental will require two checks, one for the non-refundable shelter rental fee and one for the refundable deposit. Rental fees will be retained in full unless the reservation is canceled at least **30** days in advance of the reservation date. Fees for reservations made less than 30 days in advance are **NOT** refundable. Your reservation is only guaranteed when the fee is paid in full and the Rental Agreement has been signed by both the renter and the appropriate county official.

Rental fee amount: \$ _____ Received by: _____
(Initials & Date)

Security deposit amount: \$ _____ Received by: _____
(Initials & Date)

The signed renter of this permit hereby agrees to accept the responsibility for the care and preservation of the public property identified herein. This individual further agrees that, if in the course of their event there is damage to the shelter/site that requires additional cleaning or other work necessary to restore it to its condition prior to use, he/she will, within 30 days, pay the entire cost for the cleaning and or repair deemed necessary by the Jefferson County Parks Department.

Renter Signature: _____ Date: _____

County Official Signature: _____ Date: _____

***THE RENTER IS REQUIRED TO HAVE THIS COPY IN HIS/HER
POSSESSION ON THE DAY OF RENTAL.***

Park Shelter Rental and Reservation Conditions

1. Contact the Jefferson County Parks Department at (920-674-7260) to ensure the park shelter you wish to rent is available for the dates and times of your event. Park staff will hold the shelter for a maximum of 10 days; if the shelter rental agreement, rental fee, and applicable deposits are not received within 10 days the shelter will be reopened to the public for rental.
2. Reservation must be made a minimum of 2 days before the first day of a reservation.
3. Time periods must fall within the same calendar day. For example the event cannot run from 5:00 p.m. on Saturday to 8:00 a.m. on Sunday. It is the renters' responsibility to remove all personal items from the rented facility by the end of the rental day. Failure to remove all items by the end of the day will result in collection of the shelter deposit and all other potential charges.
4. All fees will be retained in full unless the reservation is canceled at least 15 days in advance of the reservation date. Fees for reservations made less than 15 days in advance are NOT refundable. Reservations are guaranteed only when the fee is paid and the Rental Agreement is signed.
5. Park reservation hours are from ½ hour before sunrise to ½ hour after sunset.
6. It is understood that the renter's responsibility to clean and restore the premises must be completed within the specified rental time. This includes removal of personal items including, but not limited to tape, streamers, staples, fasteners, and any loose garbage.
7. Shelter reservations entitle your group to exclusive use of the designated shelter building and immediate area. The general public may use the restrooms. Other facilities such as play areas, piers, ball diamonds, and horseshoe pits are for use on a first-come first-served basis with a one hour time limit if another group or individual is waiting.
8. **If** there is a conflict with other people regarding the shelter, the Sheriff's Department should be contacted (920) 674-7310.
9. If you wish to set up an **external** play structure or large tent (items outside the shelter footprint) for your event, a special use permit is required through the Jefferson County Parks Department. The Special Use Permit will outline any special instructions for set-up and removal of the equipment or apparatus (i.e. required removal timelines).
10. The use of any sound amplification device, loudspeaker, generator, or other device that produces excessively loud or unusual noise is strictly prohibited unless a special use permit has been issued by the Jefferson County Parks Director.
11. All dogs must be on a leash no longer than 6 ft. unless they are within a designated off-leash area.
12. Vehicles are restricted to designated roadways and parking areas.

Jefferson County
Parks Totals

Date Ran 12/21/2015
Period 11
Year 2015

Business Unit	Description	Current Period Actual	Current Period Budget	YTD Actual	YTD Budget	Prorated Variance	Total Budget	Annual Remaining	Percentage Of Budget
1801 Parks	Revenue	(65,022.68)	(65,259.33)	(730,719.47)	(717,852.67)	(12,866.80)	(783,112.00)	(52,392.53)	93.31%
	Expenditures	51,524.26	77,246.67	747,915.89	849,713.33	(101,797.44)	926,960.00	179,044.11	80.68%
	Other Finances	-	-	-	-	-	-	-	#DIV/0!
Total		(13,498.42)	11,987.33	17,196.42	131,860.67	(114,664.25)	143,848.00	126,651.58	11.95%
1806 Carol Liddle	Revenue	(9.33)	(6.67)	(94.49)	(73.33)	(21.16)	(80.00)	14.49	118.11%
	Expenditures	-	6,800.00	-	74,799.99	(74,799.99)	81,599.99	81,599.99	0.00%
	Other Finances	-	-	-	-	-	-	-	#DIV/0!
Total		(9.33)	6,793.33	(94.49)	74,726.66	(74,821.15)	81,519.99	81,614.48	-0.12%
1809 Carlin Weld	Revenue	-	(4.17)	(250.00)	(45.83)	(204.17)	(50.00)	200.00	500.00%
	Expenditures	-	298.48	5,029.39	3,283.30	1,746.09	3,581.78	(1,447.61)	140.42%
	Other Finances	-	-	-	-	-	-	-	#DIV/0!
Total		-	294.32	4,779.39	3,237.47	1,541.93	3,531.78	(1,247.61)	135.33%
1811 Korth Park	Revenue	-	-	-	-	-	-	-	#DIV/0!
	Expenditures	-	-	-	-	-	-	-	#DIV/0!
	Other Finances	-	-	-	-	-	-	-	#DIV/0!
Total		-	-	-	-	-	-	-	#DIV/0!
1812 Carnes Park	Revenue	-	(1,938.00)	(26,910.22)	(21,318.00)	(5,592.22)	(23,256.00)	3,654.22	115.71%
	Expenditures	94.70	18,343.85	30,009.84	201,782.30	(171,772.46)	220,126.15	190,116.31	13.63%
	Other Finances	-	-	-	-	-	-	-	#DIV/0!
Total		94.70	16,405.85	3,099.62	180,464.30	(177,364.68)	196,870.15	193,770.53	1.57%
1813 Park Buildings	Revenue	(1,414.42)	(1,414.42)	(15,558.62)	(15,558.58)	(0.04)	(16,973.00)	(1,414.38)	91.67%
	Expenditures	922.59	1,414.42	12,245.97	15,558.58	(3,312.61)	16,973.00	4,727.03	72.15%
	Other Finances	-	-	-	-	-	-	-	#DIV/0!
Total		(491.83)	-	(3,312.65)	-	(3,312.65)	-	3,312.65	#DIV/0!
1814 Garman Nature	Revenue	-	(3,500.00)	(42,000.00)	(38,500.00)	(3,500.00)	(42,000.00)	-	100.00%
	Expenditures	55,037.66	4,666.67	55,037.66	51,333.33	3,704.33	56,000.00	962.34	98.28%
	Other Finances	-	(1,125.00)	(14,000.00)	(12,375.00)	(1,625.00)	(13,500.00)	500.00	103.70%
Total		55,037.66	41.67	(962.34)	458.33	(1,420.67)	500.00	1,462.34	-192.47%
1816 Glacial Heritage	Revenue	-	-	-	-	-	-	-	#DIV/0!
	Expenditures	-	1,100.00	3,795.00	12,100.00	(8,305.00)	13,200.00	9,405.00	28.75%
	Other Finances	-	775.33	-	8,528.67	(8,528.67)	9,304.00	9,304.00	0.00%
Total		-	1,875.33	3,795.00	20,628.67	(16,833.67)	22,504.00	18,709.00	16.86%
1821 Snowmobile Trails	Revenue	-	(3,806.25)	-	(41,868.75)	41,868.75	(45,675.00)	(45,675.00)	0.00%
	Expenditures	-	3,806.25	45,675.00	41,868.75	3,806.25	45,675.00	-	100.00%
	Other Finances	-	-	-	-	-	-	-	#DIV/0!
Total		-	-	45,675.00	-	45,675.00	-	(45,675.00)	#DIV/0!
1824 Bike Trail	Revenue	(5.25)	(90.83)	(14,487.58)	(999.17)	(13,488.41)	(1,090.00)	13,397.58	1329.14%
	Expenditures	-	216.58	5,699.45	2,382.42	3,317.03	2,599.00	(3,100.45)	219.29%
	Other Finances	-	55.53	-	610.84	(610.84)	666.37	666.37	0.00%
Total		(5.25)	181.28	(8,788.13)	1,994.09	(10,782.22)	2,175.37	10,963.50	-403.98%
1826 Dog Park	Revenue	(4,688.61)	(3,191.67)	(42,843.29)	(35,108.33)	(7,734.96)	(38,300.00)	4,543.29	111.86%
	Expenditures	615.65	6,358.17	35,827.85	69,939.83	(34,111.98)	76,298.00	40,470.15	46.96%
	Other Finances	-	476.03	-	5,236.31	(5,236.31)	5,712.34	5,712.34	0.00%
Total		(4,072.96)	3,642.53	(7,015.44)	40,067.81	(47,083.25)	43,710.34	50,725.78	-16.05%
1840 Groundskeeping	Revenue	-	(3,911.58)	(42,328.88)	(43,027.42)	698.54	(46,939.00)	(4,610.12)	90.18%
	Expenditures	719.90	3,911.58	43,048.78	43,027.42	21.36	46,939.00	3,890.22	91.71%
	Other Finances	-	-	-	-	-	-	-	#DIV/0!
Total		719.90	-	719.90	0.00	719.90	-	(719.90)	#DIV/0!
Total All Business Units	Revenue	(71,140.29)	(83,122.92)	(915,192.55)	(914,352.08)	(840.47)	(997,475.00)	(82,282.45)	91.75%
	Expenditures	108,914.76	124,162.66	984,284.83	1,365,789.26	(381,504.43)	1,489,951.92	505,667.09	66.06%
	Other Finances	-	181.89	(14,000.00)	2,000.82	(16,000.82)	2,182.71	16,182.71	-641.40%
Grand Total Parks		37,774.47	41,221.64	55,092.28	453,437.99	(398,345.71)	494,659.63	439,567.35	11.14%