

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

Date: Monday, June 6, 2016

Time: 9:30 a.m.

Committee members: Foelker, Matt
Kelly, Mike
Nass, Steve
Payne, Laura
Tietz, Augie, Chair

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 May 2, 2016
6. Communications
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 Crawfish River Park Improvements
9. Discussion and Possible Action on Accepting Monetary Donation for Carlin Weld Park
10. Discussion and Possible Action on Town Highway Use Agreements
11. Discussion and Possible Action on Pohlmann Park Silo & Parking Lot
12. Discussion and Possible Action on Camping at Rock River Access Cappie's Landing
13. Discussion on Wisconsin Parks Your Best Investment
14. Discussion on Glacial Heritage Area (GHA) –Friends of GHA
15. Discussion on Upcoming Parks Events
 - a. Brew with a View – June 9th, July 14th, August 25th
 - b. Mason Jamboree – June 25, 2016
16. Discussion on Fundraising for Interurban Trail
17. Review of Financial Statements (April, 2016) and Department Update – Parks Department
18. Review annual meeting calendar and set dates for future Park Committee meetings and future Parks Committee Tour of Jefferson County Parks
19. Adjourn

Next scheduled meetings: Monday, July ???, 2016
Monday, August 1, 2016
Monday, September ???, 2016
Monday, October 3, 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.

#5

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

Date: Monday, May 2, 2016

Time: 9:30 a.m.

Committee members: Foelker, Matt Payne, Laura
 Kelly, Mike Tietz, Augie
 Nass, Steve

1. **Call to order**
Tietz called the meeting to order at 9:30am.
2. **Welcome New Parks Committee Members**
Tietz welcomed new member Steve Nass to the committee.
3. **Roll call (establish a quorum)**
Present: Tietz, Foelker, Kelly, Payne, Nass
Others Present: Nehmer, Wiesmann, Hutter, Nimm, Wehmeier, Ward, Schroeder
Absent: N/A
4. **Certification of compliance with the Open Meetings Law**
Meeting was posted and is in compliance.
5. **Election of Parks Committee Chairman, Vice-Chairman, Secretary**
Nass nominated Tietz as Chair, Payne seconded. Motion passes on a 5/0 voice vote.
Nass nominated Kelly as Vice Chair, Foelker seconded. Motion passes on a 5/0 voice vote.
Tietz nominated Foelker as Secretary, Nass seconded. Motion passes on a 5/0 voice vote.
6. **Approval of the agenda**
Tietz moved item #17 to item #10.
7. **Approval of Park Committee minutes for April 4, 2016**
Payne approved the minutes for April 4, 2016. Tietz seconded. Minutes approved on a 2/0 voice vote. Three abstain.
8. **Communications**
The communications were included in the packet for review. No discussion.
9. **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 comment
10. **Discussion and Possible Action on Proposed Natural Materials Art Installation at Dorothy Carnes Park**
Anne Drehfal, coordinator of Earth Art Lab noted that 12 artists have applied to participate. Drehfal showed a PowerPoint presentation to include the proposed artwork and noted that the application process involved submitting an initial concept.
Examples of requests include:
 - 3wood Gnomes nested in three trees with doorways on the trees – placed throughout the park.
 - Tie/weave and attach natural materials (twigs, branches, wool, etc.) into a curved branch on one tree.
 - Carved wooden sculpture very large will need horizontal supports 3-4ft into the ground.
 - 13 lined ground squirrel. (approx. 6ft long, 4ft wide.) created by weaving live grass and other materials into the shape of a ground squirrel.
 - 13 layers of 4x4 each suspended above.
 - Tear drop shaped willow sculptures hung from the dead oak tree. *Concerns on proposed artwork by Nehmer and

Wiesmann on the safety of the tree.

-Chainsaw sculpture, carved mushroom out of stump.

Drehfal also included the proposed artwork loop and a timeline installation/show/removal of artwork.

Wiesmann noted the need to locate one of the pieces further away from effigy mound.

Drehfal would like permission to install the artwork (mid-May) and have an open house (free of charge, per committee's approval) on a week-day night.

Payne – questioned placing stakes in the ground and questioned the promotion and advertising of the artwork.

Wiesmann – stated the need to prevent digging holes near the red oaks and also noted that Gnome doors are not to be nailed to the trees. He also noted the need to backfill any holes when artwork moved.

Kelly motioned to proceed and to waive the shelter rental fee. Nass seconded. Motion passes on a 5/0 vote.

11. Discussion and Possible Action on Crawfish River Park Plan

Nehmer noted that WisDOT will not give us access to HWY 18 for parking at Crawfish River Park.

Kelly – noted his prior concern about no parking.

12. Discussion and Possible Action on Town Highway Use Agreement between The Town of Koshkonong and Jefferson County Hoard Road

Ward will attend the township meeting and report back to the Parks Committee.

13. Discussion and Possible Action on Flood Mitigation Property Requests

Nehmer indicated that there are more than 100 Flood Mitigation Properties in Jefferson County. The Parks Department would like the committees consent to move forward with an RFP for professional services for development of a comprehensive operations and management plan.

Nass moved to solicit RFP's for Flood Mitigation Property planning. Payne seconded. Motion passes on a 5/0 voice vote.

14. Discussion and Possible Action on Pohlmann Park Silo & Parking Lot

Nehmer noted that he is attending the Town of Jefferson meeting tonight at 6pm. Jefferson County Historic Preservation Commission meets the evening of 5/19/16.

Kelly questioned why the silo was brought forward and noted that he would like to leave silo in place if possible.

Foelker noted that it is just an old silo and it could be removed for the parking lot.

Payne questioned the silos stability and need for repair.

15. Discussion and Possible Action on 2017 Fee Schedule

Nimm introduced new fees and changes to existing fees.

\$15 annual disabled (dog) tag (new)

\$15/night six person max per site camping at Cappie's Landing (new)

\$50 external structures such as tents and bouncy houses (new)

Kelly motioned to forward the proposed fees on to finance. Nass seconded. Motion passes a 5/0 voice vote.

16. Discussion on Carnes Park East Parking Lot Project

Wiesmann indicated the project was scheduled for May 1, 2016 but has been pushed back due to the need for road use agreements. The project likely won't happen until after June 25, 2016.

17. Discussion on Milford Motors Site – Possible Purchase, Clean up and use as a County Park

Nehmer introduced Ziebell and noted an opportunity to partner with the Town of Milford to acquire the Milford Motors property. Ziebell stated the property needs clean-up and could be improved for put-in/take-out and a small park. Property clean-up will likely require financial contributions from both the town and the county.

Ziebell stated that in 2014 the Town looked at tearing down the building noting that nothing has been done with the building, it is falling down, the roof is caving in and the building is dangerous.

Tietz questioned the property status.

Ziebell noted that the owner is one year behind on taxes.

Nass stated that this is an ideal site for put-in take-out. Fits with GHA and Rock River initiatives. Stair access is necessary.

Nehmer stated that DNR rep C. Housley is supportive.

Payne noted that the DNR PECFA site closure report appears as if contamination had been cleaned up.

Nehmer questioned how to pay for the project.

Kelly questioned if the owner is a willing seller and what are the options for acquiring property.

Ward stated that if the owner is willing to sell, positive. If not, county should reconsider. County could start foreclosure process after three years of delinquent taxes.

Nehmer – condemnation would adversely affect a stewardship grant.

Nass – question if Ziebell was be able to contact the owner regarding transfer of ownership.

Dan Tutton (has property next door) stated that when the ownership transfers and park is developed he does not want a 20ft high block wall that someone would fall off of. He noted that his property is collapsing. Questioned if the county could expedite and if someone could address the current owner about cleaning up. Expressed concerns about the safety and welfare of the property.

Tietz noted the county is looking for ways to expedite and find funding.

18. Discussion on Snowmobile & ORV Council Meeting WIDNR

Nehmer – noted that DNR no longer funds easements (#1 & #4). Need additional documentation from snowmobile alliance.

Payne – questioned the requirement to GPS the trails.

Wiesmann – will work with clubs to GPS the trails.

19. Discussion on Wisconsin Parks Your Best Investment

Video and audio were not functioning. Item moved to a future agenda.

20. Discussion on Fundraising for Interurban Trail

Nehmer – no update at this time. Nehmer will be visiting with the Watertown Hospital Foundation.

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

Carlson stated the Friends group:

Has permission from DNR to redesign and maintain GHA website.

Paddle volunteer corps are meeting to maintain the water trails.

Rock River sweep will be in September.

Planning Bark River family paddle.

Need more volunteers on workdays.

First bird walk had 40+ participants.

Native Plant Gardening Workshop attendance was good.

Involved in the Jamboree.

Koshkonong Creek paddle upcoming.

Gave away 175 oak trees.

22. Review of Financial Statements (March 2016) and Department Update – Parks Department

Revenues and expenses in line.

23. CONVENE IN CLOSED SESSION PURSUANT TO S.19.85(1)(E), Statutes, to deliberate the potential purchase of public property

Nass moved to go into closed session. Foelker seconded. Motion passes on a 5/0 roll call vote.

24. Review annual meeting calendar and set dates for future Park Committee meetings

Committee will visit meeting calendar at its June, 2016 meeting.

25. Adjourn

Nass motioned to adjourn at 11:26am. Foelker seconded. Motion passes on a 5/0 voice vote.

Respectfully submitted,

Mary S. Nimm, Program Assistant

Interurban trail pros, cons are discussed

BY JAKE BATTERMAN
jakeb@wdtimes.com

Area residents were given a chance to voice their concerns Thursday night during a meeting about the proposed Interurban bike and pedestrian path that would connect Watertown to Oconomowoc, and in turn the Milwaukee lakefront. The dozens of people that attended the Ixonia meeting showed various levels of support for the project that is set to move forward following the recent ratification of a licensing agreement between We Energies, Jefferson County and the city of Watertown. Attendees were shown a presentation highlighting other successful trails throughout the state, before they were given a chance to ask questions and articulate their concerns.

The trail is planned to be completed in three phases, each focusing on one section of the old Interurban electric rail line. Phase one, a section that runs from Humboldt Street to River Road in Watertown is already underway. The Interurban line, to which We Energies has the right of way, crosses through several private parcels as it moves east toward Oconomowoc prompting unease among some property owners.

The original agreement between the owners and We Energies allows for a legal crossing of the line in various locations to transport farm equipment, a practice that Jefferson County Parks Director Joe Nehmer said will be able to continue after the installation of the trail.

"We'd have to look at ways to protect the farmer and his investment and look at ways to protect the trail," Nehmer said. "Jefferson County has every desire in the world to work cooperatively with Ixonia and the property owners to honor the crossings in the deeds. We would look to have that done respectfully and safely."

One owner raised the question about the material being used for the trail and how it would respond to heavy farm machinery.

Nehmer said the current proposal calls for asphalt but it will ultimately depend on the amount of funding the county can secure through various grants and donations.

"The plan would be to beef up certain sections of the trail to allow that heavier equipment to go across there," Watertown Alderman Augie Tietz added.

Trespassing and resulting liability was another issue brought up by some of the property owners at the meeting.

"Trespassing does happen," one property owner said. "It happens more times than you want to believe. For every hundred good people, there's five bad ones."

(Continued on back, col. 6)

Bike —

(Continued from page 1)

One of the biking enthusiasts at the meeting compared the proposed Interurban trail to the existing Glacial Drumlin trail that runs through southern Wisconsin.

"It's an identical demographic," he said. "It had all the same potential pitfalls from a public standpoint. I've biked that trail for 17 years and I've never seen someone get off their bike and try to do something malicious. I think people understand that if you screw it up, you're to lose the right to use it."

Nehmer said the County Parks Department deals with recreational users everyday and most of these experiences are positive.

"The type of inquiries that we're getting tonight are typical," Nehmer said. "Our experiences is that those who use our trails, whether its bikers, hikers, bird watchers or cross country skiers, are good people. What we've always found is after we open a trail and people begin to use it, the inquiries and the concerns go away."

Tietz said designated off road trails are hard to find these days and this presents a great opportunity for many communities.

"As an avid bike rider, to me this is a safety issue as much as anything, cyclist Bonnie Voskul said. "A lot of the county roads and highways around here are not safe for bikers, and I wouldn't want to put my children in that situation. Riding on a non-motorized, designated trail is much safer, period."

Proponents of the trail also expect to see an economic benefit from the increased cyclist traffic between communities.

Nehmer said the economic impact of biking is greater than many other activities in Wisconsin including deer hunting.

"This has been done in countless communities," one attendee said. "We don't need to reinvent the wheel. We can work together and there is a solution to be had."

No representatives from We Energies were present at the meeting.

"We asked We Energies to attend but they prefer to have individual conversations with the property owners concerning this issue," Jefferson County Administrator Ben Wehmeier said. "We do agree that when this is constructed, it is done collaboratively with the adjoining property owners."

Names and email addresses were collected at the end of the meeting to keep those interested informed about the status of the trail.

With the licensing agreement in place, the trail will move forward incrementally and it's progress will largely be determined by the funding available in the future.

#6

From: [Mary Nimm](#)
To: ["Bill And Laura"](#); ["Jim Perry"](#)
Cc: [Kevin Wiesmann](#); [Kaela Hutter](#); [Joe Nehmer](#)
Subject: Lure Coursing
Date: Tuesday, May 10, 2016 10:14:00 AM

Laura passed over the donation jar from Lure Coursing and it totaled \$245.

Our thanks to all who hosted the event!

Sincerely,

Mary S. Nimm

Program Assistant

Jefferson County Parks Department

Courthouse – Room 204

311 South Center Avenue

Jefferson, WI 53549

✉: maryn@jeffersoncountywi.gov

☎: 920-674-7452

<http://www.jeffersoncountywi.gov/>

"Keep close to Nature's heart... and break clear away, once in a while, and climb a mountain or spend a week in the woods. Wash your spirit clean."

~ John Muir

brew with a view



each event is a
benefit for the
jefferson co.
park system
and features
legendary
wisconsin
beer from →



5 to 8:30 pm

**hilltop pavilion,
korth lane,
lake mills, wi**

june 9

music: **frogwater**
with their unique sound mix,
incorporating celtic to delta blues,
from classical to pop with a
healthy dose of original material

food carts:
flying cow pizza
el grito taqueria
ich liebe dich mac-n-cheese



july 14

music: **portageur**
fusing variations of blues, country
& soul; drawing from old tunes,
distilled down & revitalized, the
resulting sound is midwest americana

food carts:
flying cow pizza
el grito taqueria
doyle's dogs



august 25

music: **hearthfire**
a wisconsin based band that
plays a mixture of traditional,
contemporary & original celtic
rock music

food carts:
flying cow pizza
el grito taqueria
melted grilled cheese





Thank you, for all your help on my Eagle Scout project.

I have recently been officially given my Eagle Scout award and I would not have been able to accomplish this without you. I hope to come back from college next year, the year after that, and for many more, to see the trees that I planted last summer.

Thanks again, Harry

What We Liked Most About Camping at
Dorothy Carnes Park !!

Jefferson County ~~State~~ Parks

Breakfast
Ethan

Oven

Seets

Jack

Broadhead ...may all kinds of happy things
happen to you.

every thing
Riley

Cooking!!!

Jackson
sleeping in
in 1 one tent.

Dom

Joe
thanks for smores

Thanks!!

Nick
Siglinsky

LIVING ECONOMOWOC

FOCUS

Tuesday, May 10, 2016

\$1.25

SPORTS

Cooney wins
WLT Relays

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LakeCountyFocus.com

INSIDE:

Macy confident in Trump

GOP county
chairman says local
party can deliver
180,000 votes.

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INSIDE

History of aprons to be on display at fashion show

Our Savior's
Lutheran to host the
event on May 11.

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NEWS



It's a close tandem race on the Rock River near Kanow County Park, east of Ixonia. Competing in the race were (from left) Beth Schluten of Oconomowoc; Joe Johnson of Menominee, Michigan; Jon Webb of Oscoda, Michigan; and Brandon Burger of Middleton, Wisconsin. The event was the inaugural Ixonia Excellent Rock River Race, held on Saturday, May 7.

Photos by Robert F. Dunkelwald

Welcome to The Rock



#9

THE IOWA DISTRICT COURT BLACK HAWK COUNTY

IN THE MATTER OF
THE ESTATE OF
ROBERT ELLER, DECEASED

Probate No. ESPR060937

NOTICE OF PROBATE OF WILL, OF
APPOINTMENT OF EXECUTOR, AND
NOTICE TO CREDITORS

To All Persons Interested in the Estate of Robert Eller, Deceased, who died on or about February 20, 2016:

You are hereby notified that on the 31st day of March, 2016, the last will and testament of Robert Eller, deceased, bearing date of the 27th day of September, 2012, was admitted to probate in the above-named court and that David J. Bewyer was appointed executor of the estate. Any action to set aside the will must be brought in the district court of said county within the later to occur of four months from the date of the second publication of this notice or one month from the date of mailing of this notice to all heirs of the decedent and devisees under the will whose identities are reasonably ascertainable, or thereafter be forever barred.

Notice is further given that all persons indebted to the estate are requested to make immediate payment to the undersigned, and creditors having claims against the estate shall file them with the clerk of the above named district court, as provided by law, duly authenticated, for allowance, and unless so filed by the later to occur of four months from the date of the second publication of this notice or one month from the date of mailing of this notice (unless otherwise allowed or paid) a claim is thereafter forever barred.

Dated this 27th day of April, 2016.

David J. Bewyer, Executor of Estate
3016 Shady Lane, Cedar Falls, IA 50613

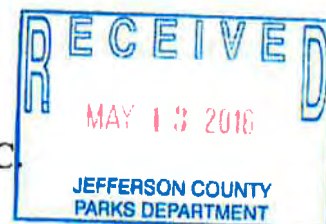
Steven D. Moore, ICIS PIN No: AT0005496
Attorney for Executor
Redfern, Mason, Larsen & Moore, P.L.C.
415 Clay St., P.O. Box 627, Cedar Falls, IA 50613

Date of second publication

April 18, 2016
(Date to be inserted by publisher)

Probate Code Section 304

REDFERN, MASON, LARSEN & MOORE, P.L.C.



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LEROY H. REDFERN
1919-2007

WM W. McKINLEY
1926-1981

GEORGE F. NEWMAN
1908-1988

JAMES B. NEWMAN
1870-1958

DAVID R. MASON

JOHN C. LARSEN

STEVEN D. MOORE

DONALD B. REDFERN

MARK W. FRANS DAL

MARK S. ROLINGER

BRUCE L. GETTMAN, JR.

DAVID H. MASON

BRADLEY M. STROUSE

BRANDON J. GRAY

KIRSTEN N. ARNOLD

April 27, 2016

Jefferson County Parks Department
Jefferson County, Wisconsin
Highway Z
Palmyra, WI 53156

Re: Estate of Robert Eller, Deceased

Dear Sir or Madam:

This firm represents David J. Bewyer as Executor of the Estate of Robert Eller, Deceased.

Iowa law requires that all beneficiaries named in a decedent's Will must be notified of the probate of a Will and the appointment of the Executor. Therefore, we enclose Notice of Probate of Will, of Appointment of Executor, and Notice to Creditors.

Mr. Eller's Will includes a bequest of \$25,000 to Jefferson County, Wisconsin, subject to certain conditions, explained below.

Iowa law further states that specific bequests be paid on or before twelve months after the date of appointment of the executor, which was March 31, 2016. We anticipate that if the conditions of the bequest are met, it will be paid prior to that date.

Article II-F. of Mr. Eller's Will provides as follows:

F. The sum of Twenty-five Thousand Dollars (\$25,000.00) to Jefferson County, Wisconsin, to benefit the Carlin Weld Park located outside of Palmyra, Wisconsin, with said funds to be used for beautification or other purposes as determined by the governing body of the park. If said organization is not in existence at the time of my death, or if it is in existence but is not an organization which qualifies to receive a charitable contribution which is exempt from federal estate tax, then this bequest shall lapse.

If Jefferson County, Wisconsin, is currently in existence, and is a political subdivision of the State of Wisconsin, then it qualifies to receive a charitable contribution which is exempt from federal estate tax. Jefferson County, Wisconsin, must accept the bequest and agree to use the funds for the purposes specified in the bequest, in order for it to receive the bequest from the Estate of Robert Eller.

Enclosed please find two copies of this letter. One copy is for your records; the other is to be completed and signed by an officer of your organization, and returned to this office to confirm your organization's status and to indicate whether your organization accepts the bequest under the terms specified by Mr. Eller's Will.

If you have any questions, please contact me. Thank you for your cooperation.

Very truly yours,

REDFERN, MASON, LARSEN & MOORE, PLC

By:


Steven D. Moore

SDM:lkI

Enclosures

C: David J. Bewyer

I, _____, in my capacity as _____ for Jefferson County, Wisconsin, state as follows:

1. Jefferson County, Wisconsin, is currently in existence.
2. Jefferson County, Wisconsin, is a political subdivision of the state of Wisconsin.
3. Jefferson County, Wisconsin, accepts the bequest contained in Article II-F. of the Will of Robert Eller, Deceased, and agrees to use the funds that are provided for in the bequest for the purposes specified in the bequest.
4. Jefferson County, Wisconsin, understands that if the terms of the bequest are not accepted, then the bequest shall lapse.

Dated this _____ day of _____, 2016.

Jefferson County, Wisconsin

By: _____
(Type Name)

(Title)

RESOLUTION NO. 2016-_____

Accepting monetary donation of \$25,000 to be used for the benefit of Carlin Weld Park

Executive Summary

On February 20, 2016, Mr. Robert Eller passed away and in his Will bequeathed \$25,000 to Jefferson County subject to certain conditions. The conditions were as follows:

- 1) That the sum of Twenty-five Thousand Dollars (\$25,000) to Jefferson County, Wisconsin, be used to benefit the Carlin Weld Park located outside of Palmyra, Wisconsin, for beautification or other purposes as determined by the County, and
- 2) That Jefferson County must accept the bequest and agree to use the funds for the purpose specified.

WHEREAS, the above Executive Summary is incorporated into this resolution, and

WHEREAS, Mr. Robert Eller donated to Jefferson County \$25,000 for Carlin Weld Park to be used for beautification or other purposes as determined by Jefferson County, and

WHEREAS, the conditions and restrictions imposed by Mr. Eller for acceptance and use of the donated funds by Jefferson County have been or will be satisfied by the County.

NOW, THEREFORE, BE IT RESOLVED that the donation to Jefferson County by Robert Eller in the amount of \$25,000 for the purpose of beautification or other purposes for Carlin Weld Park is hereby accepted in accordance with the conditions and restrictions imposed by Mr. Eller.

BE IT FURTHER RESOLVED that the Jefferson County Board of Supervisors, on behalf of all users of Carlin Weld Park, expresses its gratitude to Mr. Robert Eller for his generous donation.

Fiscal Note: This is a budget amendment. County Board approval requires a two-thirds vote of the entire membership (20 votes of the 30 member County Board). The donation in the amount of \$25,000 will be placed in a donation restricted account.

Ayes _____ Noes _____ Abstain _____ Absent _____ Vacant _____

Requested by Parks Committee and Finance Committee

06-14-16

Brian Lamers: 05-18-16; J. Blair Ward: 05-18-16; 05-26-16

REVIEWED: Administrator: _____; Corp. Counsel: _____; Finance Director: _____

#10

Town Highway Use Agreement

between

The Town of Koshkonong and Jefferson County

Hoard Road

This Town Highway Use Agreement ("Agreement") is made and entered into on the date below by and between the Town of Koshkonong, Wisconsin ("Town") and Jefferson County, Wisconsin (County), a quasi-municipal corporation.

WHEREAS, Jefferson County has contracted with Wolf Paving Inc. for services for the construction of a 36 car parking lot as well as the construction of two parking areas, with each able to accommodate one full sized bus, and an entrance drive at Dorothy Carnes County Park, a public facility, located at W6509 Jones Lane, Fort Atkinson, Wisconsin. The project will include installation of erosion control structures, grading, placement of structural fill, paving, painting parking lines and walkways, and final grading of the site, and

WHEREAS, the Parties desire to address certain issues relating to Town Highways owned and maintained by the Town (collectively "Town Roads") over which it will be necessary for Wolf Paving Inc., as an agent of Jefferson County, to operate vehicles which may in certain cases be in excess of the weight limits of the Town Roads, and

WHEREAS, Section 349.16(1)(c), Wis. Stats., authorizes the Town Board to enter into an Agreement on behalf of the Town with any owner or County of any vehicle being operated on a highway maintained by the Town that provides the Town will be reimbursed for any damage done to the highway, and

WHEREAS, Jefferson County and the Town desire to set forth their understanding and agreement as to the use of a particular section of a Town Highway during said construction project, and

WHEREAS, this Agreement shall apply to the portion of a Town Highway located on Hoard Road between Banker Road and Highway 89 in the Town of Koshkonong, to be used by Wolf Paving, Inc., as an agent of Jefferson County, including any subcontractors thereof, in direct support of the construction project at Dorothy Carnes Park as described above.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants herein set forth, the parties, intending to be legally bound, agree as follows:

Section 1. Term of Agreement

This Agreement shall commence when the construction project at Dorothy Carnes Park as described above begins which is expected to be on or about June 27th, 2016, and shall continue

in full force and effect until the construction project at Dorothy Carnes Park is completed which is anticipated to be on or before four weeks following the commencement of operations.

Section 2. Designated Haul Roads: Project Designation

Jefferson County, and Wolf Paving, Inc., as an agent of Jefferson County, or any subcontractors thereof in direct support of the construction project at Dorothy Carnes Park as described above, will make use of Hoard Road, a Town Highway, beginning at the intersection of Hoard Road and Banker Road and continuing to Highway 89 in the Town of Koshkonong, for the primary purpose of egress from the project site. The distance of the haul route on Hoard Road in the Town of Koshkonong is approximately 6/10 of a mile. The haul route described above in the Town of Koshkonong shall be primarily utilized for the travel of empty dump trucks leaving the project site.

Section 3. Video Survey

Prior to the commencement of any road use activities, Jefferson County (and/or agent designation) and the Town of Koshkonong (and/or Public Works director) will cooperatively prepare a suitable video survey of the roads identified in this agreement. During the road use, if either party recognizes any damages with the exception of normal wear and tear, the parties will discuss said damages. Following the completion of the road use, Jefferson County (and/or agent designation) and the Town of Koshkonong (and/or Public Works director) will cooperatively prepare a suitable video survey of the roads identified in this agreement. If there is any damage beyond the damage which is shown on the video taken prior to Jefferson County commencing its use of the town roads, the town or county will notify the other party via phone or email. If there is any disagreement or dispute as to the scope or amount of any damage, the parties shall attempt to amicably and informally resolve the matter. If the parties are unable to do so, the issue of responsibility for damages shall be submitted to arbitration.

Section 4. Road Maintenance

During the term of this Agreement, the Town shall repair and maintain the subject road in good working order.

Section 5. Damage

Jefferson County shall be responsible for any damage directly resulting from the road's use by Jefferson County or Wolf Paving, Inc., as an agent of Jefferson County, or any subcontractors thereof, in direct support of the construction project at Dorothy Carnes Park as described above. Notwithstanding the foregoing, Jefferson County shall have no responsibility for normal and ordinary wear and tear. The term damage means a condition requiring a repair of the subject road due to excessive weight and/or usage and is not a condition requiring ordinary and routine maintenance.

Section 6. Inspections and Liability

During the term of this agreement, the Town may inspect the subject road on such periodic basis as it determines; and shall identify to County any portions of the road which have been damaged within 48 hours following discovery. If there is any disagreement or dispute as to the scope or amount of any damage, the parties shall attempt to amicably and informally resolve the matter. If the parties are unable to do so, the issue of responsibility for damages shall be submitted to arbitration.

Section 7. Operations Practices

Jefferson County agrees it will use its best efforts to ensure that Wolf Paving, Inc., as an agent of Jefferson County, or any subcontractors thereof, in direct support of the construction project at Dorothy Carnes Park as described above, adheres to the following operating practices:

All Haul Trucks shall be covered to minimize dust.

Trucks shall not use compression release brakes, commonly referred to as "Jake Brakes."

All Haul Trucks shall be equipped with mud flaps

All trucks shall adhere to all posted speed limits

Section 8. Indemnification/Hold Harmless and Liability Insurance Provisions

Jefferson County hereby releases and agrees to indemnify and hold harmless the Town and its respective officers, employees, and agents, and their respective heirs, executors, administrators, successors and assigns (hereinafter collectively "Town Releasees") from any and all third party actions, causes of actions, suits, claims, expenses (including reasonable attorney's fees) and demands against Town Releasees arising out of or related to the performance by Wolf Paving, Inc., as an agent of Jefferson County, or any subcontractors thereof, in direct support of the construction project at Dorothy Carnes Park as described above under this Agreement. In no event shall the Town or any of its officers, agents or employees be liable (in contract or in tort, involving negligence, strict liability or otherwise) to any other party or their contractors, suppliers, employees, members and shareholders for indirect, incidental, consequential, or punitive damages resulting from the performance, nonperformance or delay in performance under this Agreement.

Section 9. Savings/Severability

It is mutually agreed by the Parties that in the event any provision of this Agreement is determined by any court or law of competent jurisdiction to be unconstitutional, invalid, illegal, or unenforceable in any respect, it is the intention of the Parties that such unconstitutionality, invalidity, illegality or unenforceability shall not affect the other provisions, and the Agreement shall be construed as if such unconstitutional, invalid, illegal or unenforceable provision had never been contained in this Agreement.

Section 10. Entire Agreement

This Agreement and the exhibits attached hereto constitute the entire Agreement among the Parties hereto with respect to the subject matter hereof, and supersedes any prior understandings or written or oral agreements between the Parties with respect to the subject matter of this Agreement. No amendment, modification, cancellation or alteration of the terms, provisions and conditions of this Agreement shall be binding on any Party hereto unless the same is in writing, dated subsequent to the date hereof and is duly authorized and executed by the Parties hereto.

Section 11. Agent Designation

Jefferson County designates Kevin Wiesmann, Parks Supervisor, as Agent with primary responsibility for the performance of this Agreement.

Section 12. Notices

All notices to be given under the terms of this Agreement shall be in writing and signed by the person serving the notice and shall be sent via registered or certified mail, return receipt requested, postage prepaid, or hand delivered to the address of the Parties listed below. Notices shall be deemed to have been received on the date of receipt as shown on the return receipt or other written evidence of receipts.

For the Town:

Kim Cheney

Town of Koshkonong, Clerk

W5609 Star School Road

Fort Atkinson, WI 53538-9359

koshkonong@compufort.com

Section 13. Assignability/Consent

This Agreement shall be binding on the Parties hereto, their respective heirs, devisees and successors. Except as otherwise provided herein, or except as may be hereinafter determined by the Parties. The County may not sell, assign or transfer its interest in this Agreement, or any of its rights, duties or obligations hereunder, without the prior written consent of the Town. Whenever the consent or approval of the Town is required herein, the Town shall not unreasonably withhold, delay or deny such consent or approval.

Section 14. Force Majeure

The performance of this Agreement shall be subject to events of force majeure. Events of force majeure shall mean any contingency or cause beyond the reasonable control of a Party including, without limitation, acts of God or the public enemy, war, riot, civil commotion, insurrection, government or de facto government action (unless caused by acts of omission of the Party), fires, explosions, rain or other weather delays, floods,

strikes, slowdowns or work stoppages.

Section 15. Modification

No modification of this Agreement or of any covenant, condition or limitation contained herein shall be valid unless in writing and duly executed by the Parties hereto.

No evidence of any modification shall be offered or received in evidence in any proceeding arising between the Parties hereto out of or affecting this Agreement, or rights or obligations of the Parties hereunder, unless such modification is in writing and duly executed. The Parties further agree that the provisions of this Section shall not be waived unless herein set forth.

Section 16. Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, with the same effect as if the signatures thereto and hereto were the instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or email shall be as effective as delivery of a manually signed counterpart of this Agreement.

Section 17. Choice of Law and Forum Selection

This Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of Wisconsin. The Parties agree for any claim or suit or other dispute relating to this Agreement involving Circuit Court jurisdiction that cannot be resolved by other methods, including arbitration described in Section 3, the venue shall be in the Circuit Court of Jefferson County.

Section 18. Default Termination

In the event any party shall default in any of the covenants, provisions, agreements, commitments, conditions or obligations herein contained and such default shall continue without remedy for a period of fourteen (14) calendar days after written notice thereof, the non-defaulting party may, at its sole option, demand specific performance or immediately terminate this Agreement and all rights under this Agreement.

Section 19. Waiver of Terms and Conditions

The failure of any party to enforce or insist upon compliance with any of the terms, provisions or conditions of this Agreement shall not constitute a general waiver or relinquishment of any terms, provisions or conditions, but the same shall be and remain at all times in full force and effect.

Section 20. Compliance with Applicable Laws

All parties shall become familiar with, and shall at all times, comply with and observe all federal, state and local laws, ordinances and regulations, which in any manner affect the conduct or performance of this Agreement.

Section 21. Responsible for All Agents

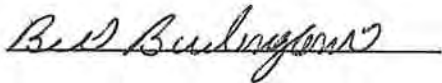
It shall be the duty of Jefferson County under this Agreement to require all of its contract haulers, subcontractors and agents who operate haul trucks or heavy equipment on Town Highways on its behalf, to comply with all of the terms and conditions of this Agreement applicable to operating heavy vehicles on Town Highways. The failure or refusal to meet the requirements of this Section shall constitute a Breach of Contract or Breach of Agreement.

Section 22. Application Fee

Upon execution of the Agreement, Jefferson County shall pay to the Town the sum of \$250.00. This fee is intended to compensate the Town for its administrative services to be incurred in connection with the administration of this agreement. In the event the Town Board is determined to meet for purposes of addressing this agreement or any activity authorized hereby, Jefferson County shall pay to the Town an additional fee of \$250.00 for each such meeting, together with any costs of expenses incurred by the Town.

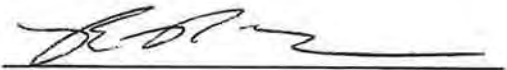
This Agreement Dated this 11 Day of May, 2016.

For the Town of Koshkonong:



This Agreement Dated this 12 Day of May, 2016.

For Jefferson County:



Benjamin Wehmeier, County Administrator

#11

Silo at Pohlmann Park
Jefferson County Parks Department
Jefferson County, Wisconsin
April 27, 2016

Photos by: Cindy Arbiture for the
Jefferson County Historic Sites Preservation Commission











Jefferson County
Parks Totals

Date Ran 5/23/2016
Period 4
Year 2016

#17

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	(63,245.44)	(63,079.58)	(257,965.67)	(252,318.33)	(5,647.34)	(756,955.00)	(498,989.33)	34.08%
	Expenditures	63,335.47	75,333.83	202,640.69	301,335.33	(98,694.64)	904,006.00	701,365.31	22.42%
	Other Finances	-	-	-	-	-	-	-	#DIV/0!
Total		90.03	12,254.25	(55,324.98)	49,017.00	(104,341.98)	147,051.00	202,375.98	0.00%
1806 Carol Liddle	Revenue	(27.86)	-	(104.86)	-	(104.86)	-	104.86	#DIV/0!
	Expenditures	-	6,802.33	-	27,209.30	(27,209.30)	81,627.91	81,627.91	0.00%
	Other Finances	-	-	-	-	-	-	-	#DIV/0!
Total		(27.86)	6,802.33	(104.86)	27,209.30	(27,314.16)	81,627.91	81,732.77	0.00%
1809 Carlin Weld	Revenue	(75.60)	-	(75.60)	-	(75.60)	-	75.60	#DIV/0!
	Expenditures	205.00	4,166.67	205.00	16,666.67	(16,461.67)	50,000.00	49,795.00	0.41%
	Other Finances	-	-	-	-	-	-	-	#DIV/0!
Total		129.40	4,166.67	129.40	16,666.67	(16,537.27)	50,000.00	49,870.60	0.00%
1811 Korth Park	Revenue	-	-	-	-	-	-	-	#DIV/0!
	Expenditures	-	-	-	-	-	-	-	#DIV/0!
	Other Finances	-	-	-	-	-	-	-	#DIV/0!
Total		-	-	-	-	-	-	-	0.00%
1812 Carnes Park	Revenue	-	(5,688.00)	(11,683.67)	(22,752.00)	11,068.33	(68,256.00)	(56,572.33)	17.12%
	Expenditures	307.88	21,802.29	767.06	87,209.18	(86,442.12)	261,627.53	260,860.47	0.29%
	Other Finances	-	-	-	-	-	-	-	#DIV/0!
Total		307.88	16,114.29	(10,916.61)	64,457.18	(75,373.79)	193,371.53	204,288.14	0.00%
1813 Park Buildings	Revenue	(1,392.67)	(1,392.67)	(5,570.68)	(5,570.67)	(0.01)	(16,712.00)	(11,141.32)	33.33%
	Expenditures	1,006.50	1,392.67	4,709.68	5,570.67	(860.99)	16,712.00	12,002.32	28.18%
	Other Finances	-	-	-	-	-	-	-	#DIV/0!
Total		(386.17)	(0.00)	(861.00)	(0.00)	(861.00)	-	861.00	0.00%
1814 Garman Nature	Revenue	-	-	-	-	-	-	-	#DIV/0!
	Expenditures	-	41.67	-	166.67	(166.67)	500.00	500.00	0.00%
	Other Finances	-	(14.23)	-	(56.94)	56.94	(170.81)	(170.81)	0.00%
Total		-	27.43	-	109.73	(109.73)	329.19	329.19	0.00%
1816 Glacial Heritage	Revenue	-	-	-	-	-	-	-	#DIV/0!
	Expenditures	-	1,837.83	-	7,351.33	(7,351.33)	22,054.00	22,054.00	0.00%
	Other Finances	-	(278.75)	-	(1,115.00)	1,115.00	(3,345.00)	(3,345.00)	0.00%
Total		-	1,559.08	-	6,236.33	(6,236.33)	18,709.00	18,709.00	0.00%
1821 Snowmobile Trails	Revenue	-	(3,806.25)	(22,837.50)	(15,225.00)	(7,612.50)	(45,675.00)	(22,837.50)	50.00%
	Expenditures	-	3,806.25	-	15,225.00	(15,225.00)	45,675.00	45,675.00	0.00%
	Other Finances	-	-	-	-	-	-	-	#DIV/0!
Total		-	-	(22,837.50)	-	(22,837.50)	-	22,837.50	0.00%
1824 Bike Trail	Revenue	(89,753.00)	(116,666.67)	(92,112.67)	(466,666.67)	374,554.00	(1,400,000.00)	(1,307,887.33)	6.58%
	Expenditures	1,537.32	116,989.58	1,537.32	467,958.33	(466,421.01)	1,403,875.00	1,402,337.68	0.11%
	Other Finances	-	746.11	-	2,984.44	(2,984.44)	8,953.33	8,953.33	0.00%
Total		(88,215.68)	1,069.03	(90,575.35)	4,276.11	(94,851.46)	12,828.33	103,403.68	0.00%
1826 Dog Park	Revenue	(4,720.59)	(3,275.00)	(19,752.09)	(13,100.00)	(6,652.09)	(39,300.00)	(19,547.91)	50.26%
	Expenditures	3,985.08	8,512.42	6,078.14	34,049.67	(27,971.53)	102,149.00	96,070.86	5.95%
	Other Finances	-	(469.25)	-	(1,876.99)	1,876.99	(5,630.96)	(5,630.96)	0.00%
Total		(735.51)	4,768.17	(13,673.95)	19,072.68	(32,746.63)	57,218.04	70,891.99	0.00%
1840 Groundskeeping	Revenue	(4,076.12)	(4,160.50)	(7,474.50)	(16,642.00)	9,167.50	(49,926.00)	(42,451.50)	14.97%
	Expenditures	4,738.13	4,160.50	8,136.51	16,642.00	(8,505.49)	49,926.00	41,789.49	16.30%
	Other Finances	-	-	-	-	-	-	-	#DIV/0!
Total		662.01	-	662.01	-	662.01	-	(662.01)	0.00%
Total All Business Units	Revenue	(163,291.28)	(198,068.67)	(417,577.24)	(792,274.67)	374,697.43	(2,376,824.00)	(1,959,246.76)	17.57%
	Expenditures	75,115.38	244,846.04	224,074.40	979,384.15	(755,309.75)	2,938,152.44	2,714,078.04	7.63%
	Other Finances	-	(16.12)	-	(64.48)	64.48	(193.44)	(193.44)	0.00%
Grand Total Parks		(88,175.90)	46,761.25	(193,502.84)	187,045.00	(380,547.84)	561,135.00	754,637.84	-34.48%