

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

Date: Monday, August 22, 2016

Time: 9:30 a.m.

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

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 July 11, 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. Review of Parks Department Financial Statements (June 2016) and Department Update
9. Discussion and Possible Action on Disc Golf Proposal
10. Discussion and Possible Action on Regulating Dip Netting off the Hubbleton Bridge
11. Discussion and Possible Action on Korth Lane Improvements
12. Discussion and Possible Action on Restricting Grilling of Food at the Dog Park
13. Discussion and Possible Action on Pohlmann Park Silo
14. Discussion and Possible Action on State Grant Application to the Wisconsin Department of Natural Resources (DNR) for County Conservation Aids
15. Discussion and Possible Action on Korth Park Pavilion Curtains
16. Discussion on 2016 and 2017 Budgets
17. Discussion on Brew with a View
18. Discussion on Rock River Trail signs in Milan
19. Discussion on Glacial Heritage Area (GHA) –Friends of GHA
20. Review annual meeting calendar and set dates for future Park Committee meetings and fall Park Tour.
21. Adjourn

Next scheduled meetings: September, 2016  
October, 2016  
November, 2016  
December, 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 112  
Jefferson, WI 53549

Date: Monday, July 11, 2016

Time: 9:00 a.m.

Committee members: Foelker, Matt  
Kelly, Mike  
Nass, Steve

Payne, Laura  
Tietz, Augie

**1. Call to order**

Tietz called the meeting to order at 9:02am

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

Present: Matt Foelker, Augie Tietz, Steve Nass, Mike Kelly

Absent: Laura Payne

Others: Nehmer, Wiesmann, Nimm, Hutter

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

Meeting posted and in compliance.

**4. Approval of the agenda**

Nass motioned to approve the agenda. Kelly seconded. Motion passes on a 4/0 voice vote.

**5. Approval of Park Committee minutes for June 7, 2016**

Kelly motioned to approve. Foelker seconded. Motion passes on a 4/0 voice vote.

**6. Communications**

Communications were included in the packet.

**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 comment.

**8. Discussion and Possible Action on US Bikeways Resolution**

Nehmer – movement to designate the glacial drumlin trail as part of the US bike route system. Resolution intent to be sponsored by both Parks and Highway.

Nass motioned to approve the US Bikeways Resolution. Foelker seconded. Motion passes on a 4/0 voice vote.

**9. Discussion and possible action to allow the installation of a return line for a well across county property to service a residence on Lamp Road**

Ward – Homeowner on Lamp Road contacted the county. Homeowner wishes to install a well on parcel 41-20. In doing so, there needs to be a return line from the well to the Lake on or under County (Flood Mitigation) property. Referred the homeowner to the WiDNR on July 1, 2016 and have not yet heard back from the homeowner. Ward will also check the Flood Mitigation Property restrictions prior to any potential approval.

Nehmer noted concrete/asphalt and riprap that the homeowner would have to get through to access the lake.

Wiesmann noted wintertime activities and noted a return line would create soft ice at the boat access point.

Klotz suggested that the return line could also travel north and empty into/at the wetland parcel north of Lamp Road.

Klotz also noted that the homeowner would need Flood Plain Permitting and DNR Permitting for navigable waterways.

Ward will contact the DNR for more information.

**10. Discussion and Possible Action on Pohlmann Park Silo**

Nehmer – silo as part of Pohlmann farmstead. Improve parking for a better functioning lot with designated parking

areas. Survey shows that 2/3 of the silo is in the ROW (owned by County). Town of Jefferson had positive comments about silo retention. No official vote by the Town of Jefferson. The Jefferson County Historic Site Preservation Commission would like to retain the silo. No comments from the Wisconsin Historical Society at this time. Cornice at top is falling off, crack in silo, silo will probably stand another 100 years. Engineering study for safety is recommended.

Nass – received a few comments requesting the silo stay.

Foelker – if the costs are minimal, it can stay.

Nass motioned to conduct an engineering study for safety. Foelker seconded. Motion passes on a 4/0 vote.

Kelly – can we wait on study to spare expenses? Can cornice be removed?

Ward – noted his concern that parts of the cornice will fall off and injure someone.

Wiesmann – heavy rains wash out the parking area.

Tietz – conduct the engineering study and hold-off on any parking lot improvements.

#### **11. Discussion and Possible Action on Illegal Activity at the Jefferson County Dog Park**

Nehmer – noted there was a smash and grab in the parking lot. Prior to that, dog park attendant had broken window. Sheriff's department has increased their visibility and the parks department has posted signs at the park alerting park patrons to keep personal items from view in cars.

Tietz – noted the potential need to install security cameras in the future.

#### **12. Discussion and Possible Action on Special Use Parks Permit Request at Dorothy Carnes Park July 7, 2017**

Nimm have received a request to start a wedding ceremony at 8pm followed by a reception with permission to stay until midnight at Dorothy Carnes Park.

Nehmer – this is a quiet park.

Nass stated that the party shall vacate the park by 10 pm.

#### **13. Discussion and Possible Action on Proposed Park Fees for 2017**

Tietz questioned the camping fees and noted that we now have an annual campground inspection/licensing fee.

Nimm asked the committee if they wished to implement Group Permit fees for groups greater than 100 people suggesting the department implement the shelter fees at 100ppl and more with attendance greater than 200ppl. With groups that large, the shelter is no longer available to other users.

Wiesmann noted that the committee also considers requiring traffic control/parking plan with large groups.

Kelly – motioned to approve increasing camping fees at \$20/night and implementing a shelter rental policy/fee for groups over 100. Nass seconded. Motion passes on a 4/0 voice vote.

#### **14. Discussion and Possible Action on Proposed 2017 Parks Budget**

Nehmer – Capital Item requests were to replace a truck and mower, add a bike pedestrian counter, obtain a walk behind skid steer, Milford motors riverside access, and install curtain(s) to extend the season at Korth Park.

Wehmeier – noted that \$.5m of requests were submitted versus what's available for funding.

Nass motioned to approve budget as presented. Foelker seconded. Motion passes on a 4/0 voice vote.

#### **15. Parks Tour**

The Parks Committee visited the following sites:

- a. Cappie's Landing – Rock River Access
- b. Interurban Trail
- c. Mountain Bike Park
- d. Blackhawk Island Fishing Wharf
- e. Glacial River Trail

#### **16. Adjourn**

Nass motioned to adjourn at 3:15pm. Kelly seconded. Motion passes on a 4/0 voice vote.

Respectfully Submitted,

*Mary Nimm, Program Assistant*

2016  
TERRI TINSLEY DOG EXERCISE AREA  
AT JEFFERSON COUNTY DOG PARK

Date: \_\_\_\_\_ (Please Print)

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Email

\_\_\_\_\_  
Phone

Dog(s) Name - License # - Municipality - Breed

1 \_\_\_\_\_

2 \_\_\_\_\_

3 \_\_\_\_\_

4 \_\_\_\_\_

<u>FEES</u>	<u>\$ AMOUNT</u>
\$ 25.00 Annual Dog Tag (1st Dog) <small>(Annual Tags Valid January 1, 2016 - December 31, 2016)</small>	_____ <i>taxes</i>
\$ 30.00 <u>Non- Resident</u> (1st Dog)	_____
\$ 15.00 Senior Citizen (65 yrs +)	_____
\$ 15.00 Additional Dog(s) Annual Tag	_____
\$ 10.00 Replacement Tag	_____
\$ 5.00 Daily Fee <i>(per dog per day)</i>	_____
\$\$\$ Donations Welcome	_____

TOTAL \$ \_\_\_\_\_

**\*Please See Reverse Side For Instructions\***

Donation! We're out-of-town visitors. Thank you so much for this wonderful park!

# Dog Dayz of Summer

Sunday, August 28, 2016  
12:00 – 3:00 p.m.

Jefferson Family Aquatic Center  
518 North Fifield Avenue  
Jefferson

Come on out to enjoy a day at the pool solely for our canine friends! Enter your dog into one of the contests or just enjoy their splash! Fun for the whole family!

**\$5 per Dog (suggested donation)**

**Proceeds to benefit the Jefferson County Dog Park!**

## Rules for the day:

- 🐾 All dogs must be under control of their owners at all times.
- 🐾 All dogs must be kept on a 6' or less leash except when in the pool.
- 🐾 Sorry, only dogs in the water!
- 🐾 All dogs must have proof of current vaccinations or municipal license.
- 🐾 Female dogs in any state of heat will not be admitted.
- 🐾 Protect your dog by bringing your own water bowl.
- 🐾 When giving treats do so in a way that doesn't cause fights with greedy onlookers.
- 🐾 You are responsible for "accidents" anywhere in the facility. Clean up bags will be provided.
- 🐾 Remember, it is rain or shine. Dress appropriately!  
Watch out for dehydration in you and your pooch.
- 🐾 Kids under 12 must be accompanied by an adult.
- 🐾 Maximum of two (2) dogs per adult human.
- 🐾 Aggressive dogs will not be admitted.







It's Art,  
Naturally



**For me, it was important that Earth Art Lab be at a popular place that folks visit and revisit frequently, so the artwork could be seen throughout the year under different weather conditions, seasons and lighting angles.**

— Anne Drehfal, curator

**BY STEVE SHARP**  
Family & Friends staff

**F**ORT ATKINSON — A walk along the historic, thickly wooded trails of Jefferson County's Dorothy Carnes Park at Rose Lake is a beautiful experience any time of year, but right now it's even more special with the inclusion of the Earth Art Lab.

The art project, according to a brochure available at the trailhead just off Carnes Park's Radloff Lane parking area, is "an intersection of creativity and nature inviting the viewer to think differently about their experience at Dorothy Carnes County Park in 2016."

Sculptures nestled along the three-quarter-mile "Art Loop" of the park's trails have been created from natural materials gathered locally and installed on-site. The pieces will be allowed to interact with the elements through October. Ten artists collaborated to bring six different installations to the trail.

Anne Drehfal is the artist who spearheaded the Earth Art Lab. Drehfal grew up in Nashotah but currently co-owns and runs the organic vegetable farm Regenerative Roots near Jefferson, adjacent to Carnes Park.

Drehfal took Family & Friends on a walking tour of the park's trails to describe and view each of the art pieces.

"I am the primary curator of Earth Art Lab and had an advisory council of friends, mostly from the Fort Arts Council, who helped sort through the artist applications with me and guide me in how to best approach our community/county with this project," Drehfal said.

Continued  
on page 32

(Previous page) Earth Art Lab coordinator Anne Drehfal stands next to one of two wooden pieces carved by her mother, Jeanne Debbink, on display at Carnes Park. "My pieces are inspired by the simple, playful petroglyphs of the Southwest and the cacti that grow there," Debbink said. "It's interesting to me that humans have left their marks in sacred places. Blackened, like a burned out trunk of a tree struck by lightning, I finished my works by charring them."

STEVE SHARP/Family & Friends

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FALL 2016 | Family & Friends 31



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She came up with the idea of coordinating an art installation in Dorothy Carnes Park after seeing similar projects in northern Wisconsin at the Raven Trail near Woodruff and at the Farley Center for Peace and Justice in Verona.

"I loved how the art pieces changed my experience of art and of the forest at the same time, as well as how they evolved/decomposed over the seasons," she said.

As her tour of the park progressed, Drehfal came to her piece, "Willow Birdcages." She said she likes to think of the way her piece interacts with nature.

"It's kind of fun to think of birds sitting in them," she said of the three stylized, rustic wooden "cages" that hang from a tree branch in a small clearing along the trail. "And it's fun meeting walkers and seeing their reactions."

"Willow Birdcages" is a grouping of teardrop-shaped, willow sculptures. Drehfal's "primary art," in her words, is farming, so she is comfortable thinking about changing and designing a landscape on a fairly large scale.

"Willow Birdcages" was the first time I had worked with willow and I had fun exploring how it preferred to shape itself into teardrop shapes while still green," she said, adding her more traditional mediums are photography and acrylic mono-printing.

"The park is home to many songbirds and I hope they will find comfort in these hanging pieces from time to time, allowing the visitor to question our relationship to the wildlife we share the space with, as we draw lines between nature and our world of technology and domestication," Drehfal wrote in the brochure for the project.

Drehfal said Carnes Park was chosen for the Earth Art Lab because it is close to her farm and she spends time there a few times weekly.



Above is "Art Imitating Nature" by Bob Swann. "Sometimes it has to be large to be noticed," Swann said, talking about his Earth Art Lab piece. The mushroom caps were shaped from dead weeping willow tree trunks.

(Following page) A beautiful view of Rose Lake from a wooden deck greets visitors to Jefferson County's Carnes Park and the Earth Art Lab hike and exhibit.

STEVE SHARP/Family & Friends





"For me, it was important that Earth Art Lab be at a popular place that folks visit and revisit frequently, so the artwork could be seen throughout the year under different weather conditions, seasons and lighting

angles," she said. "The trail I chose to be the 'Art Loop' has a lot of natural topography, beauty and diversity of ecosystems along it. It was important to me to feature the natural wonders of the forest and

prairie there, as well as the art pieces, for visitors. It was a great place to work and it was fun to run into park visitors during installation periods and hear about people's excitement and curiosity about the project."

Drehfal said the county's parks department and its committee were incredibly cooperative and enthused about the project.

"The Jefferson County Parks Department was very accommodating in approving the project after my presentations to them," she said. "Kevin Weismann, Jefferson County Parks supervisor, was very helpful on the grounds. All the art pieces were installed on time and our opening reception and Artist Walk June 15 was well-attended.

Continued on page 34

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“Community members were really enthusiastic and impressed by the caliber of the pieces.”

Basic coordination of the project involved receiving approval for the idea from the Jefferson County Parks Department the past winter. A call was then put out to artists in the spring. Project coordinators reviewed and accepted applications, and artists were given one month of access to the park for installation of their pieces.

Artist Karen Gomez lives in Jefferson and said she was asked by several of her artist friends if she would like to participate in the Earth Art Lab.

“In collaboration with three fellow artists, we decided it would be a fun and enriching experience to create a sculpture in the woods,” she said. “I am a collage artist. I work with handmade and found papers, sometimes incorporating natural and found objects. I am also a retired art teacher from Fort Atkinson and have worked on a variety of large collaborative projects with various artists, many of them sculptural.”

Gomez has a bachelor of science degree from the University of Wisconsin-Stout in art education and a master of science from UW-Whitewater.

“The title of our piece is ‘Unexpected Archway.’ We discovered a natural arch formed by an oak tree right off the path,” Gomez said. “A vine growing around the oak created a natural canopy. We initially tied a large grapevine to form the basic structure of the piece, creating ‘windows’ onto the landscape beyond. Next, we wove in milkweed stems, pear tree cuttings and finally tied on



Above is Earth Art Lab coordinator Anne Drehfal's "Willow Birdcages." Only one of her three "birdcages" that are part of the piece is depicted in the photo.

(Following page) The intricate "Through the Trees" by Teresa Bellrichard is one of the highlights of the Earth Art Lab exhibit. "One of my favorite things about nature is seeing sunlight through leaves in the summer," Bellrichard said. "I absolutely love the beauty and peace that comes through. I find few things more grounding in nature. I wanted to capture that feeling with this project and show the patterns that are woven by trees."

STEVE SHARP/Family & Friends





smaller grapevine shapes and unexpected elements of stones, a wasp's nest, wool and feathers."

Gomez said this was her group's first experience working on "earth art."

"It was wonderful collaborating with other artists, as well as being limited to only natural materials," she said. "It was a great experience and I would love to do it again. We did run into rain and some warm temperatures, but as a whole, we had a wonderful time creating it."

Gomez said her piece was created on the spot to change and move with the environment.

"It was not designed to be a permanent installation," she said. "I believe art enriches everyone. Creating and placing art in a location that interacts and enhances an environment benefits all who walk the path. It also brings more individuals to Dorothy Carnes Park who may not have taken the time to do so."

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## Continuing the hike with Family & Friends,

Drehfal said Gomez and her collaborators encountered some of nature's unexpected curve balls as they tried to establish their pieces in the thick woods adjacent to a well-defined turtle effigy mound created by ancient Native Americans. Just as creators of the Earth Art Lab discovered, ancient people who once inhabited the area also found the woods to be a wonderful outdoor art gallery a millennium ago.

Gomez said as they attempted to create their frame of a vista of Rose Lake, they did not know they were working in the midst of some of the most well-established and overwhelming poison ivy a person might find in Wisconsin. They were able to create the piece, however, without being too negatively affected by the irritating plant.

Drehfal said her pieces will likely be displayed on her farm when they are taken down from the park.

She said individuals and society as a whole benefit from earth art.

"I think the public benefits any time we are encouraged to look at the world through a slightly different lens than we are accustomed to," she said. "For art lovers used to studio and gallery contexts, they may see art differently if it is swaying in the wind or decomposing beyond the artist's control. For bird watchers or other nature lovers, they may view a tree differently if it is framed by a sculpture, or start to see the beauty of a spiderweb as art, as well. As an artist, I am excited to see how my work is changed by the elements and how the public reacts to it – and Earth Art Lab, as a whole – in this county park venue."

Participating artists volunteered their time and materials, and promotional items were funded mostly through individual contributions and the Fort Arts Council.

Drehfal said she loved Jefferson County upon her initial visits from Nashotah, but she grew to admire

Earth Art Lab coordinator Anne Drehfal, left, meets Jill Wielgat and her children, Luke, second from left, and Noah, right, along the Carnes Park trail. Drehfal took a moment to explain the exhibit's concept to the family.  
STEVE SHARP/Family & Friends



it even more after getting to know the people who govern its parks.

"When I took the idea to the parks committee they were open to it and that just made me like this county that much more," she said. "The parks committee and parks department were so open and cooperative. They were awesome. I really hope this draws people to the park."

Jefferson County Parks Department Director Joe Nehmer told Family & Friends the department and its committee are grateful Drehfal approached them about doing the Earth Art Lab at Carnes Park.

"These types of partnerships are becoming more common in Wisconsin," Nehmer said. "This is our first experience with the concept. We have heard nothing but compliments about this particular exhibit. We feel it adds an additional element of enjoyment at the park. Nature, art, fresh air and exercise, it's all positive. Our hat is off to all the local artists that made this possible. We hope they will come back and do it again next year."





en's group, providing support for those addicted to heroin or other opioids. Call 920-988-6944 for information or to reserve a spot. One-on-one counseling is also available. Transportation may be available from nearby cities. [www.recoverysupportcenter.org](http://www.recoverysupportcenter.org)

**Toddler Tales: 10 A.M.** Thursdays, Watertown Public Library. Drop-in literacy class for ages 15 months to 36 months, plus their caregivers.

**Vaccine Clinics: 8 A.M. TO 4 P.M.** Monday, Tuesday, Thursday and Friday at the Jefferson County Health Department. Residents may receive all childhood and adolescent vaccines, adult vaccines, pregnancy tests and blood pressure checks. A \$10 fee will be charged unless you have an active ForwardHealth Card. For the list, visit [www.JeffersonCountyWi.gov](http://www.JeffersonCountyWi.gov). TB skin tests are available for \$10 from **8 A.M. TO 4 P.M.** Monday, Tuesday and Friday.

**Yarn-a-Latte: 9 TO 11 A.M.** Mondays and Thursdays, and **6 TO 9 P.M.** Tuesdays, Tan-a-Latte, 122 S. Main St., Jefferson. Knitting, crocheting and spinning group for all ages and levels. Free. Email [dooleybeth@yahoo.com](mailto:dooleybeth@yahoo.com) or call 262- 582-3048.

## AUG. 20

**Classic Car & Bike Show:** Registration at **9 A.M.**, judging from **12:30 TO 1:30 P.M.**, awards at **3 P.M.**, Palmyra Village Park, 955 8th St., raffles, silent auction, dash plaques. Tickets are \$10 at gate. Visit [www.palmyrawi.com](http://www.palmyrawi.com).

**Brook Gardens Place annual free summer carnival: 11 A.M. TO**



SUBMITTED  
Participants in the Tour de Fort bike ride on the new extension of the Glacial River Trail between U.S. Highway 18 and County Highway J in 2011.

**2 P.M.**, Brook Gardens Place, 300 O'Neil St., Lake Mills. An afternoon of games and prizes, with a dunk tank, bouncy house, cotton candy, snow cones, popcorn, hot dogs, brats and beverages.

## AUG. 21

**30th Annual Tour de Fort Metric Century Bike Ride: 8:30**

**a.m.**, Jones Park, 615 Janesville Ave., Fort Atkinson. Metric Century Course (63 mile) with Half-Metric Century (36 mile) and Quarter-Metric Century (18 mile) options. Breakfast treats before rides start, with rest stops with refreshments and food. Registration is \$35, and can be completed at [www.e-clubhouse.org/sites/fortatkinson](http://www.e-clubhouse.org/sites/fortatkinson). 14



## A PERFECT EVENT

Editor, Daily Union: I would like to make everyone aware of the Jefferson County Parks Department office.

I recently rented Korth Park for a large event and the staff in the office — Mary, Kaela and others — were more than helpful. They spent time on the phone giving me important details, and answered everyone of my emails in a timely manner.

Because of them, my event went on without an issue. The park was clean and ready for us.

We clearly understood all the details we needed to know to make the event perfect. We often forget to talk about the great service we receive. Thank you to the Jefferson County Park office. — Wendy Catalani-Davies, Lake Mills.

Jefferson County  
Parks Totals

Date Ran 7/21/2016  
Period 6  
Year 2016

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	(65,103.39)	(63,568.50)	(412,511.45)	(381,411.00)	(31,100.45)	(762,822.00)	(350,310.55)	54.08%
	Expenditures	64,492.94	75,822.75	374,162.95	454,936.50	(80,773.55)	909,873.00	535,710.05	41.12%
	Other Finances	-	-	-	-	-	-	-	#DIV/0!
	<b>Total</b>	<b>(610.45)</b>	<b>12,254.25</b>	<b>(38,348.50)</b>	<b>73,525.50</b>	<b>(111,874.00)</b>	<b>147,051.00</b>	<b>185,399.50</b>	<b>0.00%</b>
1806 Carol Liddle	Revenue	(28.40)	-	(162.35)	-	(162.35)	-	162.35	#DIV/0!
	Expenditures	-	6,802.33	-	40,813.96	(40,813.96)	81,627.91	81,627.91	0.00%
	Other Finances	-	-	-	-	-	-	-	#DIV/0!
	<b>Total</b>	<b>(28.40)</b>	<b>6,802.33</b>	<b>(162.35)</b>	<b>40,813.96</b>	<b>(40,976.31)</b>	<b>81,627.91</b>	<b>81,790.26</b>	<b>0.00%</b>
1809 Carlin Weld	Revenue	-	(2,083.33)	(75.60)	(12,500.00)	12,424.40	(25,000.00)	(24,924.40)	0.30%
	Expenditures	-	4,166.67	205.00	25,000.00	(24,795.00)	50,000.00	49,795.00	0.41%
	Other Finances	-	2,083.33	-	12,500.00	(12,500.00)	25,000.00	25,000.00	0.00%
	<b>Total</b>	<b>-</b>	<b>4,166.67</b>	<b>129.40</b>	<b>25,000.00</b>	<b>(24,870.60)</b>	<b>50,000.00</b>	<b>49,870.60</b>	<b>0.00%</b>
1811 Korth Park	Revenue	-	-	-	-	-	-	-	#DIV/0!
	Expenditures	-	-	-	-	-	-	-	#DIV/0!
	Other Finances	-	-	-	-	-	-	-	#DIV/0!
	<b>Total</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>0.00%</b>
1812 Carnes Park	Revenue	(2,015.34)	(5,688.00)	(13,874.99)	(34,128.00)	20,253.01	(68,256.00)	(54,381.01)	20.33%
	Expenditures	585.79	21,802.29	1,409.86	130,813.77	(129,403.91)	261,627.53	260,217.67	0.54%
	Other Finances	-	-	-	-	-	-	-	#DIV/0!
	<b>Total</b>	<b>(1,429.55)</b>	<b>16,114.29</b>	<b>(12,465.13)</b>	<b>96,685.77</b>	<b>(109,150.90)</b>	<b>193,371.53</b>	<b>205,836.66</b>	<b>0.00%</b>
1813 Park Buildings	Revenue	(1,392.67)	(1,392.67)	(9,096.02)	(8,356.00)	(740.02)	(16,712.00)	(7,615.98)	54.43%
	Expenditures	761.30	1,392.67	6,175.24	8,356.00	(2,180.76)	16,712.00	10,536.76	36.95%
	Other Finances	-	-	-	-	-	-	-	#DIV/0!
	<b>Total</b>	<b>(631.37)</b>	<b>(0.00)</b>	<b>(2,920.78)</b>	<b>-</b>	<b>(2,920.78)</b>	<b>-</b>	<b>2,920.78</b>	<b>0.00%</b>
1814 Garman Nature	Revenue	-	-	-	-	-	-	-	#DIV/0!
	Expenditures	-	41.67	-	250.00	(250.00)	500.00	500.00	0.00%
	Other Finances	-	(14.23)	-	(85.41)	85.41	(170.81)	(170.81)	0.00%
	<b>Total</b>	<b>-</b>	<b>27.43</b>	<b>-</b>	<b>164.60</b>	<b>(164.60)</b>	<b>329.19</b>	<b>329.19</b>	<b>0.00%</b>
1816 Glacial Heritage	Revenue	-	-	-	-	-	-	-	#DIV/0!
	Expenditures	-	1,837.83	-	11,027.00	(11,027.00)	22,054.00	22,054.00	0.00%
	Other Finances	-	(278.75)	-	(1,672.50)	1,672.50	(3,345.00)	(3,345.00)	0.00%
	<b>Total</b>	<b>-</b>	<b>1,559.08</b>	<b>-</b>	<b>9,354.50</b>	<b>(9,354.50)</b>	<b>18,709.00</b>	<b>18,709.00</b>	<b>0.00%</b>
1821 Snowmobile Trails	Revenue	-	(3,806.25)	(22,837.50)	(22,837.50)	-	(45,675.00)	(22,837.50)	50.00%
	Expenditures	-	3,806.25	-	22,837.50	(22,837.50)	45,675.00	45,675.00	0.00%
	Other Finances	-	-	-	-	-	-	-	#DIV/0!
	<b>Total</b>	<b>-</b>	<b>-</b>	<b>(22,837.50)</b>	<b>-</b>	<b>(22,837.50)</b>	<b>-</b>	<b>22,837.50</b>	<b>0.00%</b>
1824 Bike Trail	Revenue	(1,515.75)	(116,666.67)	(93,732.42)	(700,000.00)	606,267.58	(1,400,000.00)	(1,306,267.58)	6.70%
	Expenditures	-	116,989.58	1,537.32	701,937.50	(700,400.18)	1,403,875.00	1,402,337.68	0.11%
	Other Finances	-	746.11	-	4,476.67	(4,476.67)	8,953.33	8,953.33	0.00%
	<b>Total</b>	<b>(1,515.75)</b>	<b>1,069.03</b>	<b>(92,195.10)</b>	<b>6,414.17</b>	<b>(98,609.27)</b>	<b>12,828.33</b>	<b>105,023.43</b>	<b>0.00%</b>
1826 Dog Park	Revenue	(4,942.22)	(3,275.00)	(29,164.74)	(19,650.00)	(9,514.74)	(39,300.00)	(10,135.26)	74.21%
	Expenditures	2,403.64	8,512.42	10,665.41	51,074.50	(40,409.09)	102,149.00	91,483.59	10.44%
	Other Finances	-	(469.25)	-	(2,815.48)	2,815.48	(5,630.96)	(5,630.96)	0.00%
	<b>Total</b>	<b>(2,538.58)</b>	<b>4,768.17</b>	<b>(18,499.33)</b>	<b>28,609.02</b>	<b>(47,108.35)</b>	<b>57,218.04</b>	<b>75,717.37</b>	<b>0.00%</b>
1840 Groundskeeping	Revenue	(11,291.66)	(4,160.50)	(25,491.51)	(24,963.00)	(528.51)	(49,926.00)	(24,434.49)	51.06%
	Expenditures	8,953.94	4,160.50	25,665.21	24,963.00	702.21	49,926.00	24,260.79	51.41%
	Other Finances	-	-	-	-	-	-	-	#DIV/0!
	<b>Total</b>	<b>(2,337.72)</b>	<b>-</b>	<b>173.70</b>	<b>-</b>	<b>173.70</b>	<b>-</b>	<b>(173.70)</b>	<b>0.00%</b>
Total All Business Units	Revenue	(86,289.43)	(200,640.92)	(606,946.58)	(1,203,845.50)	596,898.92	(2,407,691.00)	(1,800,744.42)	25.21%
	Expenditures	77,197.61	245,334.95	419,820.99	1,472,009.72	#####	2,944,019.44	2,524,198.45	14.26%
	Other Finances	-	2,067.21	-	12,403.28	(12,403.28)	24,806.56	24,806.56	0.00%
	<b>Grand Total Parks</b>	<b>(9,091.82)</b>	<b>46,761.25</b>	<b>(187,125.59)</b>	<b>280,567.50</b>	<b>(467,693.09)</b>	<b>561,135.00</b>	<b>748,260.59</b>	<b>-33.35%</b>

## Jefferson County Parks and Recreation

To Whom it May Concern:

My name is Mike Harrington and I own a company called The Disc Golf Experience. My main focus as a business is disc golf course development (design, installation, and consulting) as I am a Horticulturist and I spent 10 of my professional years in golf course management and the last 10 years owning a landscape maintenance company. I have the design background and a career in property management which is a huge asset when developing disc golf courses. A secondary role within my business is administration of leagues and tournaments not only at the courses I develop but wherever there may be a course that is heavily used and where a community of disc golfers can be formed to not only be social but also to help with fundraising and even the potential for some volunteer course maintenance.

I have been leading the volunteer efforts at Valley View Park in New Berlin for 6 years and with the help of a strong disc golf community we are able to accomplish a lot of maintenance and beautification that the city simply doesn't have the budget to handle. The city trusts me because of my background and my loyal following of disc golfers are always willing to help if it makes "their" course better.

I am currently working with the Village of Mukwonago to build a new course and re-design the existing 18 hole course down to 9 holes for safety reasons. I also know quite a few people in the general area and your new course in Palmyra has been a popular subject and a course that myself and many of my friends have visited multiple times. We have heard there was potential for the addition of more holes at some point but I understand the need to know the local demand. This is where I believe I can help.

I am requesting permission to test the waters by running a tournament at Carlin Weld this fall. Once we see how many are interested in competitive play you can decide if there is enough of a local following that could support a weekly league. This all would be valuable information to gather to help decide if further development of that park would be a worthwhile venture and/or if there may be another County Park that could handle an 18 hole course better.

What I am offering to do is help fund-raise during any tournament or league that I run at your park with the understanding that I do charge and profit from running these events. For example I have an arrangement with the City of Delafield that I do not have to pay any permit fees for selling merchandise or charging for league attendance but I also contribute money back to the City for course improvements which more than offsets the cost of the permit fees.

One big difference in allowing me to run these events is that I have access to the entire S.E. Wisconsin community of avid disc golfers as well as a national audience who follow me personally and my business on Facebook. I have built up a following of people because I have travelled all over the country and have played over 900 courses and met tons of people along the way. I have blogged about my travels in the past and I turned my Facebook page into a marketing tool to attract others who travel and play disc golf. While I will ask for your offices assistance in promoting to your local community members . . . I will pull most of the disc golfers from the avid community who generally frequent these types of events multiple weekends a year.



## Projected Attendance, Building the local Disc Golf Community, and the Financial Agreement

I would expect to bring in at least 20 people but probably not more than 40 people for the first tournament. We are limited in the amount of attendees right now because of being only 9 holes which makes our capacity at 45 people. If the tournament goes well and we can get some more local support from people who may not have played in organized disc golf before then we could consider a weekly league. I would be happy to help establish this league with the help of a local but I wouldn't be able to attend every week because of my already busy schedule. Right now there really aren't any competing leagues in the area . . . in fact there really aren't that many courses within 20-30 minutes of Palmyra. That is why I believe that this is a perfect opportunity to try to start a new community of disc golfers centered around Carlin Weld Park.

Most of my leagues draw between 20-45 people per night and I typically run two sessions from Spring through Summer for a total of 20 weeks. Typically I have reserved \$1 per person at any event (tournament or league) I run and donate it to the municipality with the understanding that it is being used specifically for disc golf course improvements and/or future disc golf course development within the area. Between the leagues and a few tournaments we could raise anywhere from \$300-1000 per season if we are successful in building this local community of disc golfers. Not only will you have the funds to put to good use on the course but you will also have a very loyal group of locals who take pride and ownership in "their" course. They will help police for any vandalism or other negative activities. They will help pick up garbage on the course. They will help by removing fallen limbs from the fairways and tee areas. They will also be more than willing to help out on volunteer workdays if that is desired and allowed. They will be the first people to jump in and help out if you want to add more holes or make improvements to the existing course. Trust me . . . I have seen it work successfully on multiple courses now and want Carlin Weld to be the next community I help to build.

I am also willing to help establish an online presence on Facebook for the disc golf course at Carlin Weld that helps build community. People can post lost and found discs, they can post when they are going to play a casual round and want to meet up with new people, and it also doubles as a great place to find information about upcoming events.

I hope that you can see the value in working with someone like me who is so connected to the local disc golf community. I am willing to put in all of the legwork it takes to run these leagues and tournaments and I will do almost all of the legwork for promoting the events (although I would ask for some minor assistance in getting notifications in County publications, or listed at other county informational kiosks). Working together we should be able to make this a successful venture for both parties.

Please let me know if you have any questions or concerns and we can write up a formal agreement. If we come to an agreement we would be looking at finding a weekend without any local conflicting tournaments so that we can host this first tournament in September or Early October.

Mike Harrington – The Disc Golf Experience – (262) 894-3404 – [mike@thediscgolfexperience.com](mailto:mike@thediscgolfexperience.com)



Typical Trapped Moisture and Dirt under Conveyor Belt

#### Deck Maintenance Recommendations

Consider removing some of the conveyor belts across the deck to allow the deck the ability to wash clean and dry quicker than the conveyor belts allow. Loose or missing connections to the edges of the conveyor belts should be reinstalled prior to use this coming winter.

## Superstructure

The superstructure received an overall NBI rating of 8 and is considered in Good condition. There were no deficiencies noted on the superstructure. The superstructure consists of weathering steel and it is performing as expected. All connections and welds appeared to be in good condition.

At the time of the inspection, local fishermen were utilizing the structure to “dip” for fish. Their fishing gear was attached to the railing of the bridge but did not appear to cause any damage to the structure. From a bridge maintenance standpoint I do not have any concerns with them utilizing the structure in this manner.



Typical Fishing Hardware Attached to Superstructure Rail

## Superstructure Maintenance Recommendations

At this time there are no maintenance recommendations for the superstructure. However, the County should consider a policy addressing fishing off of the structure as well as attaching hardware to the bridge railing.



July 22, 2016

Jefferson County Parks Committee

Dear Joe and Committee members,

Recently Joe and I talked about the paving and maintenance issues involved on the bike trail through Korth Park. We discussed the gravel base and the asphalt paved approaches. A citizen asked the Parks Department in a letter if those trails could all be paved with asphalt.

As a neighbor of the park, a biker and an elected official; I stated to Joe that I would rather see the renewal of the pavement on Korth Lane itself. I have always advocated for a shared improvement splitting the cost between the Town and the County. The road has been slowly degrading and is in pretty tough shape. It is rated a #3 on our Pacer rating scale. Korth Lane is .67 miles long and approx. 22 feet on average in width. There is one large culvert draining through the roadway.

I have gathered some very rough cost estimates from our Town engineer. I am assuming that if any engineering needs to be done to begin work, that that engineering work and oversight would be done by County Highway staff. Estimation of cost for milling, adding gravel and overlaying with asphalt will be between \$80,000- \$100,000. I have a more detailed estimate available and will forward that Park staff.

As we enter the budget time of year, I am suggesting that we begin to plan and discuss Park maintenance priorities and that you consider working together with the Highway Department and the Town to include this shared road improvement in both of our budgets for 2017.

I am available at any time to come to your next meeting and discuss this and other park related issues on behalf of the Town of Lake Mills.

Respectfully,

Hope Oostdik

TLM Chair



Building Envelope Consulting  
 BIM Consulting  
 Structural Engineering  
 Forensic Engineering

ZS LLC  
 10501 W. Research Drive  
 Milwaukee, WI 53226

Phone 414.727.5000  
 Fax 414.727.6666  
 Web zslc-us.com

July 27, 2016

Brian M. Udovich, P.E.  
 Highway Operations Manager  
 Jefferson County Highway Department  
 1425 South Wisconsin Drive  
 Jefferson, WI 53549

**PROPOSAL**

**Re: Engineering Services for Structural Evaluation of  
 Silo Located at Intersection of USH 18 and Duck Creek Road-Pohlmann Park  
 Town of Jefferson, Wisconsin**

**ZS Proposal No: 168158**

Dear Brian,

According to your request, ZS LLC (ZS) is pleased to provide the following Proposal for Engineering Services.

#### **PROJECT DESCRIPTION**

The silo structure, located at the intersection of USH 18 and Duck Creek Road in Pohlmann Park in the Town of Jefferson, is exhibiting cracking and structural distress. As a result, Jefferson County Parks Department has requested a proposal from ZS to perform a structural condition assessment to determine the integrity of the silo walls.

#### **SCOPE OF WORK**

ZS will provide the following engineering services for the project described above:

1. Perform field documentation of existing conditions.
2. Prepare a structural condition assessment summary report.

#### **FEE**

We propose to perform the work described herein for a lump sum **Fee of Twelve hundred Dollars (\$1,200.<sup>00</sup>)**.

#### **ADDITIONAL SERVICES**

Additional Services include all services that are not part of the Scope of Work as defined above or as listed in the Exclusions as defined above. Additional Services will be charged at an hourly rate of \$130.00 per hour unless other fee arrangements are made in advance.



**SCHEDULE**

ZS will complete the above described scope of services within 4 weeks of receiving a notice to proceed.

**REQUIRED INFORMATION**

Prior to commencement of work by ZS, the following will be required from Client:

1. An executed Agreement.

**ACCEPTANCE**

To accept this Proposal as written, please execute by signing below and return a copy to ZS within 30 days of the date hereof.

This Proposal shall become an Agreement only after execution by both parties.

By execution with signature below, Client indicates that they have read, understand and agree to the terms of this Proposal in its entirety including ZS Terms and Conditions (attached) and has the authority to enter into this Agreement on behalf of Client.

Company:	<u>Jefferson County</u>	ZS LLC
Signature:	<u>Joe Nehmer</u>	Signature: <u>Ziad Salameh</u>
Name (Print) :	<u>Joe Nehmer</u>	Ziad M. Salameh, PhD, PE
Title:	<u>Park's Director</u>	Principal-in-Charge
Date:	<u>8/2/16</u>	Date: July 27, 2016



## TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES (Wisconsin Projects)

Client has requested that Ziad Salameh LLC ("ZS") perform certain professional services at the project site, which services are set forth in greater detail in ZS's proposal (collectively, the "Services"). ZS and Client agree that the Services shall be performed subject to and in accordance with the following Terms and Conditions ("T&Cs"), and that Client's acceptance of ZS's proposal or its direction, whether oral or written, for ZS to commence any of the Services constitutes acceptance of these T&Cs.

1. **Independent Contractor.** ZS is an independent contractor of Client, and all persons employed by ZS to furnish any portion of the Services are ZS's employees, subcontractors, or subconsultants (and not of Client). Client acknowledges that ZS may retain the services of subcontractors or subconsultant to assist with the performance of the Services. Client shall not have any control over the selection and hiring of ZS's subconsultants or subcontractors, if any.

2. **Ownership of Project Site.** Client represents and warrants to ZS that Client owns the project site. If Client is not the owner of the project site, Client represents and warrants that it is duly authorized to act on behalf of the owner of the project site, with full authority to bind the owner to these T&Cs. If requested, Client shall furnish ZS with written authorization from the owner authorizing ZS's performance of the Services on the project site. Client agrees to indemnify ZS and its members, managers, employees, subconsultants, agents, and affiliates from and against any liability, damages, loss, claims, demands or citations arising from or related to Client not being the owner of the project site and lacking adequate authority to bind the owner hereunder.

3. **Performance.** ZS will perform the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession as ZS currently practicing under similar circumstances and in the same locality. Client acknowledges and agrees that ZS does not have control over and shall not be responsible for construction means, methods, techniques, sequences, procedures, or for construction safety precautions and programs. ZS agrees to perform the Services in as timely a manner as is consistent with the professional standard of care set forth herein.

4. **Client Duties.** In order for ZS to perform the Services, Client shall, at no expense to ZS: (A) provide all necessary information regarding Client's requirements as necessary for the orderly progress of the Services; (B) designate a person to act as Client's representative for the Services who shall have the authority to transmit instructions, receive instructions and information, and interpret and define Client's policies and requests for ZS; and (C) provide access to and make all provisions for ZS to enter, without cost, limitation, or burden to ZS, the project site as required to perform the Services, including, without limitation, the use of scaffolds or similar mechanical equipment. ZS is entitled to rely upon all information and services provided by or furnished on behalf of Client.

5. **Safety.** Field work will be performed only under conditions deemed safe by ZS personnel. ZS may bill Client for any expenses incurred as a result of implementing safety or security measures due to hazardous job conditions at the project site. Client acknowledges and agrees that ZS is only responsible for the safety of its own employees, subcontractors, and subconsultants, and is not responsible for the safety of any property (real or personal) or any other persons located on the project site.

6. **Billing and Payment.** Client agrees to compensate ZS for the performance of the Services in accordance with ZS's standard hourly rate schedule or the parties' negotiated fee. Client will generally be billed in monthly intervals with applicable taxes included. The following expenses will be billed at cost plus 5 percent and invoiced as an expense service fee: travel, subsistence, incurred out-of-pocket, communication, reproduction, and shipping expenses. The following expenses will be billed at cost plus 10 percent and invoiced as an expense service fee: expended materials for field and laboratory work, rental equipment, and any fees advanced on Client's behalf. Any portion of the Services subcontracted out by ZS will be billed at cost plus 10 percent, provided the subcontractor or subconsultant has in place adequate insurance coverage, as determined by ZS; otherwise, the cost for any such subcontracted work will be cost plus 20 percent. Any vehicles used by ZS in the performance of the Services will be billed at \$0.60 per mile, or

the current rate authorized by the Internal Revenue Service, whichever is greater. ZS's equipment used in field or laboratory work will be billed at ZS's equipment usage rate schedule in effect at the time the Services are performed, subject to adjustment for minimum or extended usage. Client agrees to pay ZS's incurred attorneys' fees and other legal expenses arising from ZS's required attendance at depositions, administrative proceedings, or responding to subpoenas or court orders relating to the project; provided, however, that such fees and legal expenses are not incurred by ZS in defending ZS's own misconduct. Unless otherwise agreed by ZS and Client, ZS may increase all fees, expenses, billing rates, and hourly rates upon notice to Client.

Payment for the Services is expected in full in immediately available funds (in U.S. Dollars) upon Client's receipt of ZS's invoice. Time is of the essence as to all terms of payment. ZS shall be entitled to a service charge of 1.5% per month on all past due amounts plus all costs of collection, including, without limitation, actual attorneys' fees and all legal costs. Following seven calendar days' written notice to Client, ZS may suspend the performance of the Services if Client fails to timely make any payment required hereunder. In the event of a suspension of the Services, ZS shall have no liability to Client or any other party for delay or damage caused Client or any other party because of ZS's suspension of the Services.

7. **Termination.** Both Client and ZS have the right to terminate ZS's commitment to perform the Services for convenience upon seven calendar days' written notice to the other party. In the event Client terminates without cause, ZS shall be entitled to compensation for all of its Services performed and expenses incurred prior to the time of Client's written notification of termination, including, without limitation, all fees for any transition services, and ZS's anticipated profits. "Cause" shall be defined for purposes of this Section as the substantial nonperformance of the Services.

8. **Work Product.** ZS shall be deemed to be the author and owner of all documents, drawings, specifications, test data, techniques, photographs, letters, notes, reports, plans, calculations and estimates, and any other materials prepared by (or on behalf of) ZS relating in any way to the Services or the project contemplated by ZS's proposal, including those in electronic form, any copies thereof, and whether tangible or intangible in nature (collectively, the "Work Product"). ZS retains all common law, statutory and other reserved rights, including, without limitation, copyright in the Work Product. ZS grants Client a non-exclusive, limited, non-transferable, and (except as set forth below) non-revocable license to use the Work Product solely with respect to the project contemplated by ZS's proposal. Client may only assign the Work Product to third parties for purposes of use in connection with the project contemplated by ZS's proposal. Without the prior written consent of ZS, only Client may rely on any Work Product. Upon termination of ZS's commitment to perform the Services by either of the parties, Client's right to use any Work Product shall immediately cease. Client agrees to indemnify ZS and its members, managers, employees, subconsultants, agents, and affiliates from and against any liability, damages, loss, claims, demands or citations arising from Client's unauthorized use of or modification to the Work Product.

9. **Hazardous Materials.** Client acknowledges that the Services do not include the detection, investigation, evaluation, or abatement of any substances or materials identified now or in the future as hazardous under any local, state, or federal law or regulation, including, without limitation, lead, PCBs, asbestos-containing materials, or any other substances or materials that may be considered hazardous or otherwise subject to statutory or regulatory requirements governing handling, disposal, or cleanup (collectively, "Hazardous Materials") that may be present at the project site. Client agrees to



indemnify and hold harmless ZS and its members, managers, employees, subconsultants, agents, and affiliates from and against all liability, damages, loss, claims, demands, citations, or costs, including, without limitation, attorneys' fees, costs, and expenses, related to the actual or alleged existence or discharge of any Hazardous Materials through no fault of ZS. ZS reserves the right to suspend the performance of the Services if it has reason to believe that any of its employees, subconsultants, or subcontractors may be exposed to any Hazardous Materials, and will notify Client in such event.

**10. Dispute Resolution; Venue.** Prior to the initiation of any dispute resolution proceedings, ZS and Client agree to submit all claims, disputes, or controversies arising out of or related to the Services to mediation. Such mediation shall be conducted under the auspices of the American Arbitration Association or such other mediation service or mediator mutually agreed-upon by ZS and Client. If, after conducting mediation, the parties do not reach a resolution, the parties agree to submit all unresolved claims, disputes, or controversies arising out of or related to the Services to arbitration with an arbitrator mutually acceptable to the parties. If ZS and Client cannot agree on an arbitrator, either party may petition the Milwaukee County Circuit Court for appointment of an arbitrator. The arbitration shall be conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. Unless prohibited by law, the parties acknowledge and agree that the venue for all mediation and arbitration proceedings shall be Milwaukee, Wisconsin.

**11. Governing Law.** These T&Cs and ZS's proposal shall be governed by and interpreted under the laws of the State of Wisconsin, without regard to any conflicts of laws principles.

**12. Successors and Assigns.** These T&Cs shall be binding upon Client and ZS and their respective successors, permitted assigns and legal representatives. Client may not delegate, assign, or otherwise transfer any rights under ZS's proposal, these T&Cs, or with respect to the Services without the prior written consent of ZS.

**13. Insurance.** ZS shall maintain commercial general liability, commercial automobile, workers' compensation, employers' liability, and professional liability insurance coverage, evidence of which will be provided to Client upon request. No waiver of subrogation is allowed on ZS's professional liability policy. Upon written request, ZS agrees to include Client as an additional insured to ZS's commercial general liability and commercial automobile insurance policies. All of ZS's insurance policies are subject to annual renewal, and ZS does not guarantee continued insurance coverage beyond the respective term of each insurance policy.

**14. Indemnification.** To the fullest extent permitted by law, Client shall indemnify and hold harmless ZS and its members, managers, employees, subconsultants, agents, and affiliates from and against all liability, damages, loss, claims, demands, citations, or costs, including, without limitation, attorneys' fees, costs, and expenses, that may arise out of or is in any way connected with the performance of the Services, but only to the extent caused by the intentional or negligent acts or omissions of Client, its directors, officers, managers, shareholders, members, partners, employees, contractors/consultants (other than ZS), agents, affiliates, or invitees to the project site.

**15. No Third-Party Beneficiaries.** Neither the performance of the Services, nor anything contained in these T&Cs, nor ZS's proposal shall create a contractual relationship with, or a cause of action in favor of, any third party against ZS. The Services are being performed solely for the benefit of Client, and no other entity shall have any claim against ZS because of the performance of the Services, these T&Cs, or ZS's proposal.

**16. Entire Agreement.** These T&Cs together with any written proposal provided by ZS shall constitute the entire understanding of the parties concerning the Services and supersede all prior negotiations and written

agreements between them. Any amendment or modification to either ZS's proposal or these T&Cs may be made only by a written document expressly stated to be an "amendment" and signed by a duly authorized representative of ZS.

**17. Severability.** If any provision of these T&Cs, in whole or in part, is determined to be unenforceable, the enforceable portion of such provision and the remainder of these T&Cs shall not be affected thereby and shall continue to be valid and enforceable to the fullest extent permitted by law.

**18. No Setoff.** Client is not entitled setoff against or recoup from any amounts due or to become due from Client or its subsidiaries or affiliates any amounts due or to become due to ZS or its subsidiaries or affiliates, whether arising under ZS's proposal, these T&Cs, or otherwise.

**19. Force Majeure.** ZS shall not be liable for loss or damage of any kind resulting from delay or inability to perform the Services on account of Client's omission, fire, explosion, labor troubles, accident, acts of civil or military authorities, acts of God, shortage of labor or material, power outages, compliance with governmental requests, laws, regulations, orders or actions, unforeseen circumstances, or any other cause beyond ZS's reasonable control.

**20. Limitation of ZS's Liability.** The total amount to be paid ZS for the performance of the Services is based on the enforceability of this limitation of liability, and Client acknowledges and agrees that ZS's compensation would be substantially higher without this limitation of liability. ZS SHALL HAVE NO LIABILITY TO CLIENT AND TO ANYONE CLAIMING BY, THROUGH, OR UNDER CLIENT FOR ANY LOST PROFITS OR FOR ANY SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR INCIDENTAL DAMAGES OF ANY KIND, WHETHER ARISING IN CONTRACT, TORT, PRODUCT LIABILITY OR OTHERWISE, EVEN IF ADVISED OF THE POTENTIAL DAMAGES IN ADVANCE. IN NO EVENT SHALL ZS BE LIABLE TO CLIENT AND TO ANYONE CLAIMING BY, THROUGH, OR UNDER CLIENT FOR ANY LIABILITIES, INJURIES, CLAIMS, LOSSES, EXPENSES, OR DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, ARISING OUT OF OR IN ANY WAY RELATED TO THE SERVICES, THE PROJECT CONTEMPLATED BY ZS'S PROPOSAL, OR THESE T&CS, IN EXCESS OF ZS'S TOTAL FEES AND EXPENSES FOR THE PERFORMANCE OF THE SERVICES. NO REPRESENTATIONS, GUARANTIES OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE MADE BY ZS IN ITS PROPOSAL, UNDER THESE T&CS, IN CONNECTION WITH THE PERFORMANCE OF THE SERVICES, OR OTHERWISE. CLIENT EXPRESSLY ACKNOWLEDGES THAT ZS HAS MADE NO IMPLIED OR EXPRESS REPRESENTATION, GUARANTEE, OR WARRANTY WITH RESPECT TO ANY OF THE FINDINGS, RECOMMENDATIONS, ADVICE, OR ANY OF THE SERVICES PROVIDED BY ZS.

**21. Lien Notice.** AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, ZS HEREBY NOTIFIES CLIENT THAT PERSONS OR COMPANIES PERFORMING, FURNISHING, OR PROCURING LABOR, SERVICES, MATERIALS, PLANS, OR SPECIFICATIONS FOR THE CONSTRUCTION ON CLIENT'S LAND MAY HAVE LIEN RIGHTS ON CLIENT'S LAND AND BUILDINGS IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO ZS, ARE THOSE WHO CONTRACT DIRECTLY WITH CLIENT OR THOSE WHO GIVE CLIENT NOTICE WITHIN 60 DAYS AFTER THEY FIRST PERFORM, FURNISH, OR PROCURE LABOR, SERVICES, MATERIALS, PLANS OR SPECIFICATIONS FOR THE CONSTRUCTION. ACCORDINGLY, CLIENT PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO PERFORM, FURNISH, OR PROCURE LABOR, SERVICES, MATERIALS, PLANS, OR SPECIFICATIONS FOR THE CONSTRUCTION, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO THE MORTGAGE LENDER, IF ANY. ZS AGREES TO COOPERATE WITH CLIENT AND CLIENT'S LENDER.



**RESOLUTION NO. 2016-\_\_\_\_\_****Approve County Conservation Aids Grant application**Executive Summary

The Wisconsin Department of Natural Resources Fish and Wildlife Management Grant Program was created to assist counties in the improvement of fish and wildlife resources. The fund was established by the Wisconsin Legislature in 1965 and provides matching money for a growing list of county sponsored fish and wildlife habitat projects.

The Jefferson County Parks Department is applying for financial assistance to remove invasive plants at the Garman Nature Preserve, Waterloo, WI. The 2016-17 allocations for County Conservation Aid (CCA) for the South Central Region have been set by the Wisconsin DNR. This year the allotment for **Jefferson County is \$1560.00.** State statute 23.09 (12), authorizes grants of matching funds to counties for projects focused on long-term fish and wildlife resources.

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WHEREAS, the State of Wisconsin enacted legislation providing for allocation of funds to the respective counties on an acreage basis for county fish and game projects on the condition that the counties match the state allocation, and

WHEREAS, Jefferson County desires to participate in county fish and game projects pursuant to the provisions of s. 23.09(12) of the Wisconsin Statutes, and

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Board of Supervisors, that the Board is hereby authorized to expend the funds appropriated and the funds to be received from the State of Wisconsin for the improvement of fish and wildlife habitat, and to operate and maintain or to cause to be operated and maintained the projects for their intended purpose, and

BE IT FURTHER RESOLVED that the Jefferson County Board authorizes the Parks Director to act on behalf of Jefferson County to submit a state grant application to the Wisconsin Department of Natural Resources (DNR) for financial aid for county fish and game projects, sign documents, and take necessary action to undertake, direct and complete the approved projects.

BE IT FURTHER RESOLVED that the Jefferson County Board does hereby appropriate a matching allocation for such project and such appropriations shall continue as long as state matching aids are available, or until this resolution is modified by this Board.

*Fiscal Note: The County's 2017 state allocation is \$1,560. Should additional funds become available, Jefferson County Parks will attempt to secure them. The County's match is force account labor to do the project. This year's project will focus on restoration around the entrance to the Garman Nature Preserve by removing invasive and non-native woody vegetation in order to promote the growth of native grasses and forbes. Target species will include removal of*



*buckthorns, honeysuckle, and euonymous alatus (burning bush). Other target species for removal will include garlic mustard, dames rocket, and Virginia creeper.*

Requested by  
Parks Committee

Joe Nehmer:

REVIEWED: Administrator \_\_\_\_; Corp. Counsel \_\_\_\_; Finance Director \_\_\_\_

# Creative Landscapes, Inc.

# Project Estimate

662 U. S. Hwy 12 & 18

Cambridge, WI 53523

Office: (608) 423-4241

www.creativelandscapesinfo.com

Date	Estimate #
8/13/2016	1521



*Established in 1989  
Celebrating 27 yrs of  
quality service!*

Name / Address
Jefferson County Parks Dept. C/O Mary Nimm 320 S. Main Street Jefferson, WI 53549 mary0315@hotmail.com

	Terms	Rep	Project
	To Be Determined	LB	

Description	Qty	Cost	Total
<p>The Jefferson County Parks Dept. has requested a quote for some 60 Mil vinyl curtains to selectively encapsulate the Pavilion at Korth Park. The curtains would be on aluminum tracks. The curtains could be selectively closed to use as a wind block in specific areas or with a variable to use any specific curtain, area or all at once. When not in use the curtains will slide and swag tie to a post. Options for zipper or magnetic door locations are available most anywhere. Curtain slide on an aluminum track similar to a privacy curtain track in a health care facility. The bottom 3rd is Sunbrella in a choice of colors. Samples and more detail is available upon request.</p> <p>12 panels of Clear Vinyl Curtains with Sunbrella Synthetic Canvas Skirt., tracks, attachments, fastners. More detail to be determined. See attached sketch. All material and labor allowance to complete.</p> <p>Creative Landscapes, Inc. also dba The Log Home Guy and Wisconsin Pavilions, has been in business for over 27 years. We pride ourselves on customer satisfaction. Our work ethic and quality is guaranteed. If we sell it and install it, we stand behind it. When it comes to value, we will not be undersold. Thanks for the opportunity to estimate your landscape and building needs. Feel free to call us for any price options. Multiple references available on request.</p>		13,850.00	13,850.00T

Thank you for allowing Wisconsin Pavilions an opportunity to address your needs.	<b>Subtotal</b>	\$13,850.00
	<b>Sales Tax (5.5%)</b>	\$761.75
	<b>Total</b>	\$14,611.75

This estimate is for completing the project as described above. It does not include material price increases or additional labor and materials which may be required should unforeseen problems or adverse weather conditions arise after the work has started.

I also understand that any changes I make may effect the final price.

Sign Here X \_\_\_\_\_

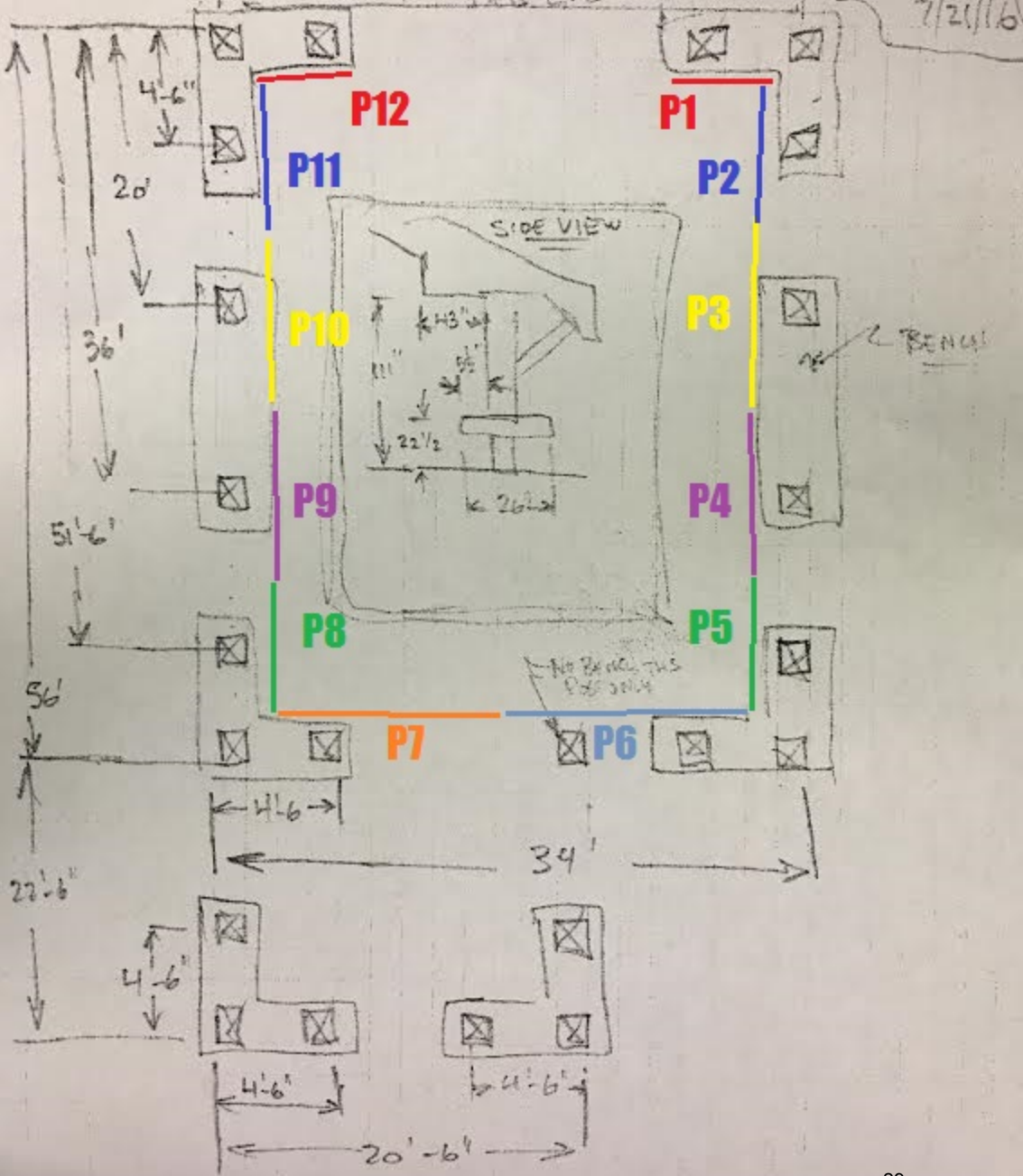
**Well Maintained Equipment**





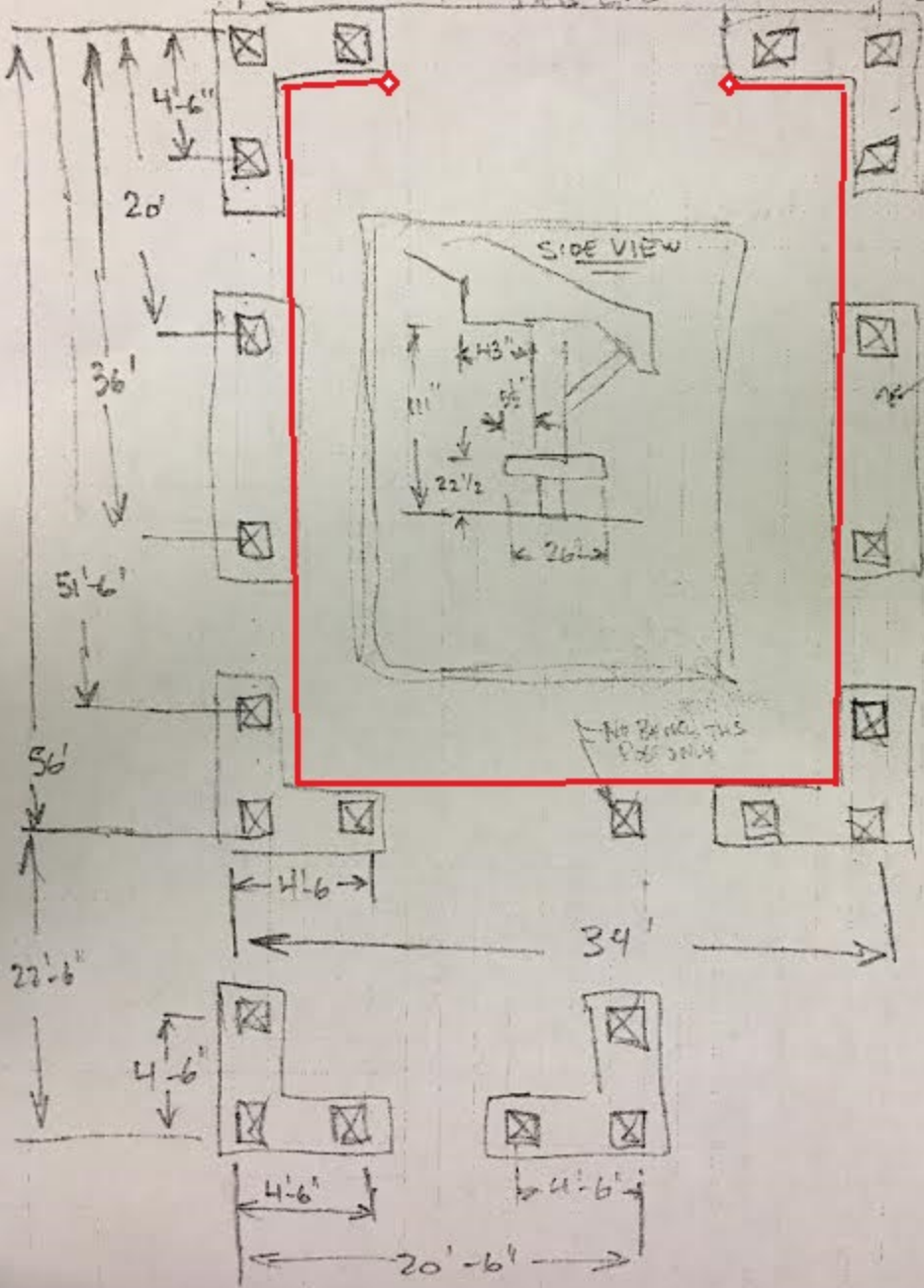
BATH ROOMS  
(NO SCREENS NEEDED THIS END)

KOETA  
PAVILION  
7/21/16



BATH ROOMS  
(NO SCREENS NEEDED THIS END)

KOETA  
PAVILION  
7/21/16





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## New trail signs planned in Milan

By Kelly Haertjens, steinerkellyl91@yahoo.com Aug 15, 2016

MILAN -- New signs are planned along the Rock River Trail, according to village administrator Steve Seiver.

"It's a pretty big deal," Mr. Seiver said, adding the signs will appear throughout the Rock River Trail up to Wisconsin.

"It's not only important from a recreational standpoint, but (it) also promotes local tourism," he said of the Rock River Trail and the signs.

In Milan, the signs will include mile markers, downtown information and trail labeling. Mr. Seiver said they should be in place sometime this fall. While the cost is not yet known, Mr. Seiver said it will be minimal for the village because of donations and the reuse of existing equipment.

Trustee Jim Flannery voiced concern about upkeep at the Hennepin Canal dam along the trail, noting that the weeds are overgrown "as tall as the ceiling." Mr. Seiver acknowledged the issue, saying local Department of Natural Resources workers are doing their best but don't have the resources needed from the state.

"They pay less attention to the west end of the canal," he said of the state, adding the only possible solutions he sees are to raise political pressure or help care for the area.

The rest of the area, he says, is well-cared for and popular with runners, bikers and walkers.

On Monday, the village board also:

-- Discussed this year's Fourth of July run and fireworks. Trustees agreed it worked well to have both events the same day, but wondered how to handle events next year, when July 4 falls on a Monday.

-- Learned from Mayor Duane Dawson that the Quad City Animal Welfare Center's new spay and neuter building in Milan officially has opened.

-- Approved \$68,170.55 in semi-monthly and miscellaneous bills and the treasurer's report citing \$285,759 in revenue for July.