

Parks Committee Agenda
Jefferson County

Date: Monday August 12, 2024

Time: 5:30 p.m.

Room: Courthouse C1021

Committee Members: Joan Callan, Walt Christensen, Anthony Gulig, Cassie Richardson, Meg Turville-Heitz

Videoconference OR

Jefferson County Courthouse Room C1021

311 South Center Ave.

Jefferson, WI 53549

Join Zoom Meeting

<https://us06web.zoom.us/j/85374488469?pwd=QpxOjoSW7Jy97wqOMjfaqcX6fgEtYR.1>

Meeting ID: 853 7448 8469

Dial by your location

Passcode: 369458

+1 312 626 6799 US (Chicago)

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 Parks Committee Minutes for July 25, 2024
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 MOU with Town of Lake Mills at Lower Rock Lake County Park Boat Launch
9. Next Scheduled Meetings per the 2024 Proposed Meeting Schedule (4th Thursday, Monthly)
 - August 22, 2024
 - August 22, 2024 Brew With a View
 - September 26, 2024
 - October 24, 2024
10. Adjourn

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.

Jefferson County Parks Committee Minutes

Thursday, July 25, 2024

Time: 9:00 a.m.

Room: Courthouse C1021

Join Zoom Meeting <https://us06web.zoom.us/j/81764690750?pwd=TG9nUERZcnNRRRVoeHp5eHVZMVV1dz09>

1. **Call to order**

Christensen called the meeting to order @ 10:30 AM

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

Callan, Christensen, Gulig, Richardson (Remote), Turville-Heitz
Yelena, Sarana, Michael, Ben, Matt, JR, Kevin, Mary, Brian

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

Wehmeier confirmed compliance

4. **Approval of the agenda**

Agenda approved as written

5. **Approval of Parks Committee Minutes for May 23, 2024**

Turville-Heitz-Gulig motion to approve the Minutes for May 23, 2024.
Motion passes 5/0.

6. **Communications**

Wiesmann

- ADRC Thank You
- Friends of Rose Lake Thank You
- Soil Builders Demonstration Info
- Brew with a View Tonight
- Light Up the Night Bike Ride

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. **Update on County Park Shop Paving Project**

Slight modifications to the plan – security fencing (donation by Kikkoman) and lighting.

9. **Discussion and Possible Action on MOU with Town of Lake Mills at Lower Rock Lake County Park**

Wiesmann - Plans reviewed for modification of the current boat launch. Grant application submitted and flagged by the WIDNR for ownership. Town owns the road right of way, but does not own the launch. County staff and Corp Counsel has researched and reviewed ownership documents. Township needs a formal agreement with Jefferson County for management of the launch. Memorandum of Understanding has been drafted, similar to the agreement for Rock River Landing, between Jefferson County & Town of Lake Mills regarding the north end boat launch in Lower Rock Lake County Park. Highlighted areas illustrate areas in the agreement that the Town may not approve of and/or wish to modify.

Wehmeier – special meeting, of the Parks Committee, may need to be called in order to meet the grant deadline requirements.

Wiesmann – include a statement that says: We authorize the Township to apply for a grant...

Wehmeier – MOU is technically an IGA under statutory process.

Goals shall be defined by both parties:

- shared revenues streams
- duties outlined

Wiesmann – included statues regarding the use of the launch fees so that funds may be applied towards future projects, as needed.

Gulig – no indication that the County has any control over the launch fees.

Wiesmann – launch operates in the road right of way. The Town has a right to use the property.

Matt – Township has permission to place the road on county property. They have the right to use the road for launch access.

Wiesmann – Township collects launch fees and performs enforcement for lack of payment via law enforcement.

Christensen – Other costs to the Parks Department, trash removal, electricity, etc. Perhaps the Township could provide these services.

Callan – questioned grant availability/ability to re-apply at a later date should the agreement not be completed before the grant deadline.

Wehmeier – questioned the collection of fees on County Property, and future use of the fees.

Heitz – if town declines the agreement, will the county take control of the launch?

Christensen – include a clause that spells out segregation of duties and a nominal fee?

Wehmeier – questioned if the Committee is in agreement that if a final agreement related to financials may not be ready, is there a Plan B for the Committee agreeing on a formal MOU allowing the Town to apply for a grant...

Heitz – agree to the MOU, but will not agree if the highlighted areas are removed. Need annual plan for budget review.

Gulig/Callan motion to approve the MOU as presented, including a transmittal letter that outlines wishes to resolve shared revenues, within the next 24 months, as related to the Jefferson County Parks Department responsibilities.

Motion passes 5/0.

10. Discussion and Possible Action on Interurban Trail Phase III Construction Oversight Contract Approval

Wiesmann – RFQ construction oversight, end of December Bid Docs, January construction documents. Four submittals for construction oversight, staff has yet to review. Funding reimbursement is part of the TAP program.

No action taken.

11. Update and Discussion on Interurban Trail Project

Wiesmann – monthly design DOT meetings. Concrete culverts flagged as historic by the State Historic Society.

Conducted site inspections yesterday, review submitted for review. Plans modified regarding culverts. Pre-con

meeting regarding the bridge install upcoming. Project is scheduled for September/October 2024, dependent on river levels. We Energies addendum regarding the addition of the bridge has been added to the license agreement.

No action taken.

12. Update and Discussion on Flood Mitigation Property violations

Wiesmann – letters were mailed to property owners in violation of trespassing/abandoning of property on Flood Mitigation Properties in the Blackhawk Island area. The Jefferson County Surveyor has been on-site identifying and marking property lines.

No action taken.

13. Update and discussion on Trieloff Property Acquisition

Wiesmann – the agreement to purchase this property has been signed by the property owners and received by Jefferson County/Groundswell. Remediation plans have been submitted to the WiDNR. Groundswell is managing the project. Will be contacting all donors regarding forward moving progress and releasing of donated funds to Groundswell.

No action taken.

14. Field Staff Project Updates

Klement

- Elm Point connector trail washout of gravel, working with the WiDNR to make trail safe
- Correcting erosion problems on Glacial River Mountain Bike Trails
- Cutting back tress on GRT, reducing branches in the face
- Pohlmann Park sidewalk to the restroom repaired
- Well service on park hand pumps

- Fairgrounds tree removal and stump grinding
- Wes Eterline and UW student volunteer Buckthorn Removal at Carlin Weld
- Prairie clean-up
- Korth entrance drive invasive removal

15. **Admin Staff Project Updates**

Truman – Web (Forms, Registrations), Munis, Calendars, Memorial Donations
Wiesmann – GIS for web

16. **Discussion on Parks 2024 Budget**

Wiesmann – on track and within anticipated limits. Working on 2025 budget.

17. **Discussion on Agenda Items for the Next Meeting**

Nothing requested.

18. **Next Scheduled Meetings per the 2024 Proposed Meeting Schedule (4th Thursday, Monthly)**

- August 12, 2024 @ 6:00 PM
- August 22, 2024
- September 26, 2024
- October 24, 2024

19. **Adjourn**

Gulig/Heitz motion to adjourn at 12:12 PM.
Motion passes 5/0.

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.

**MEMORANDUM OF UNDERSTANDING
BETWEEN JEFFERSON COUNTY & TOWN OF LAKE MILLS REGARDING THE
NORTH END BOAT LAUNCH IN LOWER ROCK LAKE COUNTY PARK**

This Memorandum of Understanding (“MOU”) is made by and between Jefferson County (“County”) and the Town of Lake Mills (“Town”) (collectively “Parties”) as authorized by Wis. Stat. §66.0301 regarding the North End Boat Launch located within the County’s Lower Rock Lake Park (the “property”):

WHEREAS, the County is the owner of Lower Rock Lake Park, located wholly within the boundaries of the Town of Lake Mills; and within Lower Rock Lake Park there exists a Town right-of-way known as Park Lane Road which runs parallel to the Rock Lake shoreline; and

WHEREAS, the Town has historically managed the North End Boat Launch located adjacent to its Right-of-Way and within the County’s Lower Rock Lake Park and the Town has collected and retained all launch fees from this and two other boat launches on Rock Lake; and

WHEREAS, the County at the request of the Town, has been asked to consider allowing a Boat Launch reconstruction and improvement project to be completed on the North End Boat Launch located within Lower Rock Lake Park (the "Project"); and

WHEREAS, the Town is eligible for funding for the Project through the Recreational Boating Facilities Grant Program administered by the Wisconsin Department of Natural Resources; and

WHEREAS, because the improvements to be completed for this Project as set forth in Exhibit A will occur within the County’s Lower Rock Lake Park property, an intergovernmental agreement between the County and Town setting forth the rights and responsibilities of the Parties is necessary;

NOW, THEREFORE, in consideration of the mutual covenants and obligations set forth herein, the County and the Town agree as follows:

1. Authority.

1.1. Statutory Authority. The Parties have authority to enter into this MOU pursuant to Wisconsin Statutes § 66.0301(2).

1.2. Authority to Execute. Each Party represents that it, and the person(s) signing on its behalf, possesses the legal authority, pursuant to appropriate statute, ordinance, resolution, or other official action of the Party’s governing body or code, to enter into this MOU and to bind the Party validly and legally to all terms herein.

1.3 Incorporation of Recitals. The recitals above are true and correct and incorporated herein in their entirety.

2. County's Responsibilities.

2.1. The County will be responsible for completing routine maintenance and annual work related to the County's Lower Rock Lake Park property. Examples include but are not limited to, lawn-mowing, garbage removal, and routine grounds care, etc.

2.2 The County shall have authority to review, comment, and approve the construction plans and specifications for the subject Project prior to initiation of project bidding, contract award and the subsequent field work. The County will cooperate with the Town in obtaining any needed permits for the Project.

2.3 The County shall review and approve expenditures from the North End Boat Launch segregated account, including all expenditures related to the subject Project and work with the Town to create an annual work plan for approved expenditures as outlined in exhibit B (Use of Boat Launch Fees under Wisconsin Law).

3. Town's Responsibilities.

3.1. The Town will make application for the Recreational Boating Facilities Grant Program and shall be solely responsible for all unfunded costs associated with Project, including but not limited to, design, permitting, construction, restoration of the area post-construction, and maintenance. Said expenditures may be paid from the North End Boat Launch segregated account.

3.2 The Town shall maintain its right-of-way, including all road maintenance and repair, snow removal, etc.

3.3 The Town will also be responsible for the annual installation, removal, and maintenance of the piers and other launch structures and signage.

3.4 The Town will continue to collect user fees for the North End Boat Launch and shall retain all funds collected in a segregated account in accordance with Wisconsin Law. The Town shall provide the County with an annual accounting of all funds collected no later than December 31st each year. All expenditures from the North End Boat Launch segregated account shall be outlined in an annual work plan, mutually agreed upon by the County and the Town at the beginning of each budget year.

3.5 The Town will provide Law Enforcement services to ensure user compliance with permits, fees, and posted Park launch rules.

4. Term.

4.1. Initial Term. The term of this Agreement shall be 20 years, the useful life of said Project. This Agreement shall continue and be renewable after 20 years, as long as the Project exists and is maintained for public outdoor recreation use.

4.2 Early Termination. Either party may terminate this Agreement with six (6) months written notice to the other party. If this Agreement is terminated early, the County shall comply with all requirements of any grant funds received by the Town for improvements upon County property. Additionally, all funds remaining in the segregated North End Boat Launch account at the time of termination shall be transferred to the County who shall continue to maintain the subject property.

4.3. Amendments. Revisions or amendments to this MOU may be reassessed on an annual basis, but any changes must be in writing and approved by both Parties

5. Notices. All notices required under this MOU shall be provided to:

To Town of Lake Mills: Town Clerk
Town of Lake Mills
1111 South Main Street
Lake Mills, WI 53551

With courtesy copy which shall not constitute notice to:

[ATTORNEY]

To County of Jefferson: Benjamin Wehmeier
County Administrator
311 S. Center Avenue, C2033
Jefferson, WI 53549

With courtesy copy which shall not constitute notice to:

Danielle Thompson
Corporation Counsel
311 S. Center Avenue, C2020
Jefferson, WI 53549

6. Additional Provisions.

6.1 Further Assurances. The Parties shall perform such acts, execute and deliver such instruments and documents, and do all such other things as may be reasonably necessary to accomplish the terms of this MOU.

6.2 No Waiver. Any failure of a Party to assert any right under this MOU, including but not limited to acceptance of partial performance or continued performances after a breach, shall not constitute a waiver or a termination of that right, this MOU, or any of this MOU's provisions.

6.3 Governing Law. This MOU, and all questions arising in connection herewith shall be governed by and construed in accordance with the laws of the State of Wisconsin. Venue for any action arising out of or in any way related to this MOU shall be exclusively in Jefferson County for matters arising under state law and in federal district court in the Western District of Wisconsin for matters arising under federal jurisdiction.

6.4 No Third-Party Beneficiary. No provision in this MOU is intended to create or shall create any rights with respect to the subject matter of this MOU in any third party, including but not limited to members of the general public.

6.5 Headings. The captions and headings of paragraphs and sections in this MOU are for convenience of reference only and shall not be construed as defining or limiting the terms and provisions in this MOU.

6.6 Severability. If any provision of this MOU shall be held invalid or unenforceable by a court of competent jurisdiction in any jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability of the remainder of this MOU in that jurisdiction or the validity or enforceability of any provision of this MOU in any other jurisdiction.

6.7. Survival. The terms of this MOU and any exhibits and attachments that by reasonable implications contemplate continued performance, rights, or compliance beyond expiration or termination of the MOU survive the MOU and will continue to be enforceable.

6.8. Counterparts. This MOU may be executed in multiple parts. Signatures to this MOU transmitted by facsimile or by electronic mail shall be valid and effective to bind the Party so signing.

SIGNATURES APPEAR BELOW:

The Parties have executed this MOU as on the dates set forth below:

COUNTY OF JEFFERSON

BY: _____
Benjamin Wehmeier, County Administrator

Dated this ____ day of _____, 2024

Approved as to Form and Execution:

Danielle Thompson, Corporation Counsel

Dated this ____ day of _____, 2024

TOWN OF LAKE MILLS

BY: _____
Thomas Buechel, Chairman

Dated this ____ day of _____, 2024

Attested to:

Robin Untz, Town Clerk

Dated this ____ day of _____, 2024

EXHIBIT A
RECREATIONAL BOATING FACILITY- NORTH END BOAT LAUNCH

THIS WILL BE THE PLANS/DRAWING FROM ENGINEER

RESOLUTION NO. 2024-_____

**Authorizing the execution of Memorandum of Understanding with Town of Lake Mills
Regarding the North End Boat Launch in Lower Rock Lake County Park**

Executive Summary

Jefferson County owns Lower Rock Lake Park, located within the boundaries of the Town of Lake Mills. Within Lower Rock Lake Park there is a Town of Lake Mills right-of-way which runs parallel to the Rock Lake shoreline. The Town has historically managed the North End Boat Launch located adjacent to its right-of-way and within the County's Lower Rock Lake Park. The Town has collected and retained all launch fees.

The Town has been working on a grant application for funding for a reconstruction and improvement project for the North End Boat Launch through the Recreational Boating Facilities Grant Program administered by the Wisconsin Department of Resources. During the DNR's review of Town's grant application, it was discovered the County is the likely owner of the strip of land between the Town's right-of-way and the water's edge. As such, the DNR requires a formal agreement between the County and the Town regarding rights and responsibilities related to the North End Boat Launch as a condition of receipt of grant funding.

This resolution authorizes the County Administrator to finalize and execute a Memorandum of Understanding with the Town of Lake of Mills defining roles and responsibilities related to the North End Boat Launch in Lower Rock Lake Park. Specifically, per the terms of the MOU the County will maintain Lower Rock Lake Park, the Town will maintain the piers and other launch structures, and both entities will mutually agree upon how to spend all launch fees collected for the North End Boat Launch pursuant to an annual work plan.

The Parks Committee considered this resolution on July 25, 2024, and August 12, 2024, and recommended forwarding it to the County Board for approval.

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

WHEREAS, a formal agreement outlining the roles and responsibilities of the County and the Town of Lake Mills regarding the North End Boat Launch is necessary for receipt of grant funding for the reconstruction and improvement project at the launch; and

WHEREAS, completion of the proposed reconstruction and improvement project is in the interest Jefferson County residents.

NOW, THEREFORE, BE IT RESOLVED the County Board authorizes the County Administrator to finalize and execute a Memorandum of Understanding with the Town of Lake Mills in substantially the same form as set forth in Ex. A.

Fiscal Note:

Strategic Plan Reference: None

Referred By:
Parks Committee

08-12-2024

REVIEWED: Corporation Counsel: DHT ; Finance Director: