



## ROCK COUNTY DEPARTMENT OF PUBLIC WORKS

*Airport - Highways - Parks*

3715 Newville Road, Janesville, WI 53545

Phone: (608)757-5450 Fax: (608)757-5470

www.co.rock.wi.us

Public Works Committee Meeting – Airport, Parks and Highway

Tuesday, July 10, 2018 at 8:00 a.m.

Southern Wisconsin Regional Airport – Voyager Room

1716 W. Airport Rd.

Janesville, WI 53546

Note: Date  
and Location

### AGENDA

1. Call to Order
2. Approval of Agenda
3. Approval of Minutes of June 12<sup>th</sup>, 2018
4. Citizen Participation, Communications and Announcements
5. **PARK BUSINESS**
  - a. Update – Parks Manager Position
  - b. Update and Discussion – ATC Funding
  - c. Parks Manager Report – See Attached
6. **AIRPORT BUSINESS**
  - a. Discussion and Possible Action – Fifth Addendum to Lease Agreement Between Southern Wisconsin Regional Airport, County of Rock, Wisconsin and SC Aviation, Inc.
  - b. Discussion and Possible Action – Sublease between King Capital JJC Hangar, LLC and SC Aviation, Inc.
  - c. Discussion and Possible Action – Spectrum Enterprise Agreement with Southern Wisconsin Regional Airport
  - d. Update – Fire Truck Sale
7. **HIGHWAY BUSINESS**
  - a. Resolution – Approve Revised Relocation Order for CTH MM (Ruger Ave.)
8. Next Meeting Date: August 14<sup>th</sup>, 2018 at 8:00 a.m. at the Southern Wisconsin Regional Airport
9. Airport Tour
10. Adjournment



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### Parks Manager Report

June 2018

#### Beckman Mill Park

- Security Camera was installed and has been functioning well, currently inquiring corporation consul on any notification regulations for public awareness.
- Parks Staff is in the process of investigating the frequent well filter failures and consulting with local plumbing contractors on potential solutions.

#### Beloit to Janesville - Peace Trail

- The final 2" lift of 3/8" fines material is scheduled for installation by the County Highway crew on the week of 7/9/18.
- ATC plans for closure of the trail the week of 7/16/18 for vegetation removal, the week of 9/5/18 for foundations, and winter timeframe for installation of high lines.

#### Carver Roehl Park

- Working with Friends of Carver Roehl and Eagle Scout on completion of the Tree ID project.
- Parks Staff is scheduled to lead an informational tour at the park in late July.

#### Gibbs Lake Park

- Boat Launch is complete, with the final asphalt patch being completed the week of 7/9/18.

#### Happy Hollow Park

- The vault toilet structure was approved at the previous meeting.
- Fabrication submittals have been provided to the County for review and approval.
- Estimated time frame for install has moved to late September, early October, due to high volume of projects between Huffcutt and Fanning Excavation.

#### Lee Park

- The County Highway Department completed shouldering work on the new pavement placed in the park.

### Magnolia Bluff Park

- Mike Riter of Trail Design Specialists has completed his contracted work on the Magnolia Bluff Trail.
- Memorial Plaque installed on donated bench placed near the bluff.

### Royce Dallman

- 10' paving extension was completed by the County Highway Department for additional parking and congestion relief near the boat launch.

### Sportsman's

- Parks staff assisted the Wisconsin Society group in placing a memorial plaque near the cemetery entrance.

### Turtle Creek Parkway

- Update on current progress of Kayak Launch.
- Update on feasibility study for South Smith Road Bridge relocation.

### Miscellaneous

- Currently in negotiations with waste disposal contractor regarding concerns raised by the Parks Staff and the public on frequency of pickups, size of the waste disposal units, and rotation of units at park facilities.

FIFTH ADDENDUM  
to  
LEASE AGREEMENT Between  
Southern Wisconsin Regional Airport  
County of Rock, Wisconsin and  
SC Aviation, Inc.

This Fifth Addendum to Lease Agreement ("Fifth Addendum") is made and entered into effective as of \_\_\_\_\_, 2018 (the "Effective Date"), by and between the County of Rock, Wisconsin, a municipal corporation, duly organized and existing under the laws of the State of Wisconsin (hereinafter referred to as "LESSOR"), and SC Aviation, Inc., a Wisconsin corporation (hereinafter referred to as ("LESSEE")), and further amends that certain existing LEASE AGREEMENT between LESSOR and LESSEE'S predecessor in interest dated the 24th day of August, 1999 (the "Original Lease"), as previously amended by a First Addendum on or about January 23, 2009 (the "First Addendum"), a Second Addendum made on or about November 26, 2013 (the "Second Addendum"), a Third Addendum made on or about November 1, 2015 (the "Third Addendum"), and a Fourth Addendum made on or about October 1, 2016 (the "Fourth Addendum") (the Original Lease, as amended by the First Addendum, Second Addendum, Third Addendum and Fourth Addendum being collectively referred to herein as the "CURRENT LEASE").

**WHEREAS**, LESSEE wishes increase by 5,542 sq. feet of unimproved land (meaning that LESSOR has not added improvements to that area although LESSEE may have added or will add improvements thereto) the premises located at 1116 W. Endeavour Dr., Janesville, Wisconsin and demised pursuant to and described in Exhibit B Parcel B dated \_\_\_\_\_ for the purpose of paving to provide additional parking.

**THEREFORE**, LESSOR and LESSEE agree to amend the CURRENT LEASE provisions as follows:

**ARTICLE 1 - PREMISES**

Section 1.1 of the Original Lease, as previously amended by the Fourth Addendum, is hereby deleted and replaced in its entirety as follows:

1.1 Land

From and after the Effective Date of this Fifth Addendum, the demised premises shall comprise the premises (and only those premises) described and shown in Exhibit A dated September 19, 2016 and Exhibit B dated \_\_\_\_\_ and attached to this Fifth Addendum.

### ARTICLE 3 – CONSIDERATION

From and after the effective date of this Fifth Addendum, Sections 3.1 and 3.2 of the Original Lease, as previously amended by the Fourth Addendum, are hereby deleted and replaced in their entirety as follows:

#### 3.1 Consideration

The current rental charge shall remain in place until the commencement of construction of the paved area shown as Parcel B on Exhibit B of this Fifth Addendum. Effective the first of the month following commencement of construction, LESSEE agrees to pay to LESSOR, the sum of Twelve Thousand Seventy-five Dollars and Sixty-six Cents (\$12,075.66) per year for the use of the Leased PREMISES, representing a rental charge of (.1141[2018 rates]) cents per square foot per year for the use of One Hundred Five Thousand Eight Hundred Thirty-four (105,834) sq. ft. of unimproved land (meaning that LESSOR has not added improvements to that area although LESSEE may have added or will add improvements thereto) and the sum of Twelve Thousand Seventy-two Dollars and Eleven Cents (\$12,072.11) per year for the use of the Leased PREMISES, representing a rental charge of (.1828 [2018 rates]) cents per square foot per year for the use of Sixty-six Thousand Forty (66,040) square feet of improved land (meaning the land has been improved by LESSOR) During the month of December each year, the annual rental charge (and equal monthly payments therefor) for the following calendar year shall be adjusted with said rental charge to be comparable to land rentals being charged for other airport LESSEES leasing land for hangar buildings and their surrounding areas at Southern Wisconsin Regional Airport.

#### 3.2 Payment

As provided in Section 3.1, the revised rental charge shall begin the first of the month following the commencement of construction and thereafter, monthly payments in the amount of Two Thousand Twelve Dollars and Thirty-one Cents (\$2,012.31) shall be paid on/or before the first of each month representing a total of Twenty-four Thousand One Hundred Forty-seven Dollars and Thirty-one Cents (\$24,147.31) per year.

IT IS HEREBY ALSO AGREED that this Fifth Addendum may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, provided that all such counterparts, in the aggregate, shall contain the signatures of all parties hereto. Copies of this Fifth Addendum as executed by any party hereto and delivered by facsimile or a pdf or image sent by e-mail to the other party hereto, shall be deemed to be original counterparts for all purposes.

The recitals set forth at the beginning of this Fifth Addendum are true and correct and are hereby incorporated into this Fifth Addendum.

Except as otherwise expressly set forth herein, the CURRENT LEASE remains unmodified and in full force and effect. Hereinafter, the CURRENT LEASE, as amended by this Fifth Addendum, shall be the LEASE AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Fifth Addendum as of the Effective Date.

LESSOR:

LESSEE:

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Gregory A. Cullen C.M.  
Interim Airport Manager

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Nick Colombe, Director of Operations  
SC Aviation, Inc., a Wisconsin Corporation

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J. Russell Podzilni, Chair  
Rock County Board of Supervisors

# LEASE EXHIBIT B

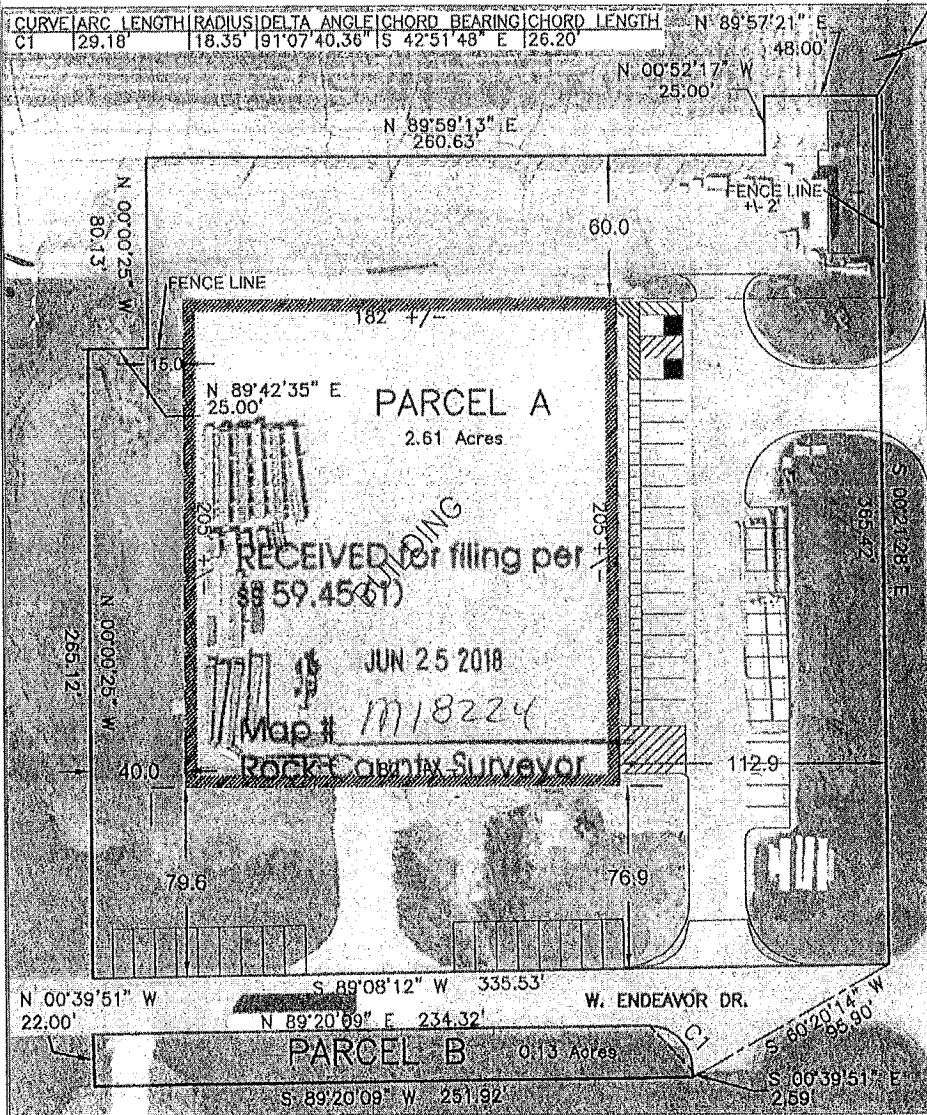
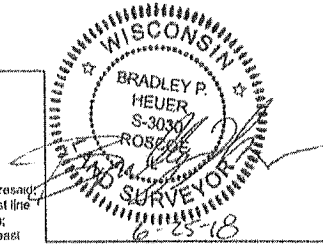
PART OF THE N.E. 1/4 OF THE S.E. 1/4 OF SECTION 23,  
T. 2 N., R. 12 E. OF THE FOURTH PRINCIPAL MERIDIAN, CITY OF JANESVILLE,  
COUNTY OF ROCK, WISCONSIN, DESCRIBED AS FOLLOWS:

**PARCEL A:**

Commencing at the Southeast corner of Section 23 aforesaid; thence North 0°51'04" West, 2644.68 feet along the east line of said section 23 to the east quarter corner; thence South 23°28'40" West, 457.91 feet to the Point of Beginning for the leased area described herein; thence South 0°21'28" East, 365.42 feet; thence South 69°08'12" West, 335.53 feet; thence North 0°00'25" West, 266.12 feet; thence North 89°42'35" East, 25.00 feet; thence North 89°59'13" East, 80.13 feet; thence North 89°59'13" East, 260.63 feet; thence North 00°52'17" West, 25.00 feet; thence North 89°57'21" East, 48.00 feet to the Point of Beginning. Containing +/- 2.61 Acres.

**PARCEL B:**

Commencing at the Southeast corner of Section 23 aforesaid; thence North 0°51'04" West, 2644.68 feet along the east line of said section to the east quarter corner of said section; thence South 23°28'40" West, 457.91 feet to the Northeast corner of Parcel A; thence South 0°21'28" East along the east line of parcel A, 365.42 feet; thence South 60°20'14" West, 95.90 feet to the Point of Beginning for the leased area described herein; thence South 89°20'09" West, 251.92 feet; thence North 0°39'51" West 22.00 feet; thence North 89°20'09" East, 234.32 feet; thence 29.18 feet along a curve to the right having a radius of 18.35 feet and a chord that bears South 42°51'48" East, 26.20 feet; thence South 00°39'51" East, 2.69 feet to the Point of Beginning. Containing +/- 0.13 Acres.



FOUND DISK IN CONCRETE  
 S 23°28'40" W 457.91'  
 N 00°51'04" W 2644.68'

Rock Sec 2-3

RECEIVED for filling per  
 \$8 59.45 (1)  
 JUN 25 2018  
 Map # M18224  
 ROCK COUNTY SURVEYOR

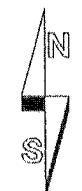
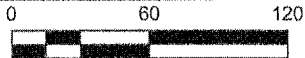
I HEREBY CERTIFY THAT I MAPPED THE LEASE ABOVE AS DIRECTED BY GREG CULLEN, SOUTHERN WISCONSIN REGIONAL AIRPORT DIRECTOR AND THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THE PLAT HEREIN DRAWN CORRECTLY REPRESENTS SAID PROPOSED LEASE GIVEN UNDER MY HAND AND SEAL THE 26TH DAY OF JUNE 2018 AT JANESVILLE, WISCONSIN

PROJECT NO. 2018RO23 - C  
 FOR: SOUTHERN WI. REGIONAL AIRPORT  
 SC AVIATION SITE EXHIBIT B  
 DATE OF FIELDWORK: JUNE 15, 2018  
 SHEET 1 OF 1

**(a) - Legend**

- - - - - New Lease Lines
- ▨ Building
- Existing Features

ROCK COUNTY SURVEYORS OFFICE  
 COURTHOUSE BUILDING  
 51 S. MAIN STREET - JANESVILLE, WI. 53545  
 PH. 608-757-5658



BEARINGS REFERENCED TO WCCS - ROCK COUNTY

**Rock County Department of Public Works  
Airport Division – Issue Paper**

**Issue** – Sub-lease between King Capital JJC Hangar, LLC and SC Aviation, Inc.

**Discussion** – King Capital JJC Hangar, LLC is the owner of the building located at 1703 W. Airport Rd. and desires to sub-lease the building to SC Aviation, Inc. The Lease Agreement between Southern Wisconsin Regional Airport and King Capital JJC Hangar, LLC states:

**ARTICLE 9 - USE**

9.1 **Permitted Use**

**LESSEE** is to use the PREMISES primarily for multiple commercial service operation including air cargo transportation and air cargo handling. **LESSEE** may park personal motor vehicles and may house items incidental to **LESSEE'S** aviation operation under this lease in the hangar complex. **LESSEE** shall not, without written consent of the Airport Manager and the Fire Department, store inflammables, except as are wholly contained within the engine and fuel compartments of the aircraft and vehicles. It is specifically understood that **LESSEE** may sublease hangar complex. This provision shall not relieve **LESSEE** of any of its obligations and duties under this Lease. All sub-leases must incorporate by reference this Lease and be consistent with the terms of this Lease and any sub-lease which, in whole or in part, is inconsistent with this Lease shall be null and void with respect to the inconsistent provision thereof.

**ARTICLE 10 - ASSIGNMENT/SUB-LEASE**

It is agreed this Lease can be assigned to a closed corporation, wholly owned by hangar owners. However, **LESSEE** shall not assign this Lease nor sublet PREMISES, or any part thereof, other than as provided for in this Article or in Article 9.1, without the prior, written approval of the Public Works Committee. Approval shall not be unreasonably withheld.

**Recommendation** – Approve Sub-lease between King Capital JJC Hangar, LLC and SC Aviation, Inc.

Respectfully Submitted

Gregory A. Cullen, C.M.  
Interim Airport Manager



## COMMERCIAL ACCOUNT RIGHT OF ENTRY AGREEMENT

This Commercial Account Right of Entry Agreement (hereinafter the "Agreement") is by and between Southern Wisconsin Regional Airport (hereinafter the "Owner"), with a mailing address of 1716 W Airport Rd., Ste 100, Janesville, WI 53546, and owning real estate located at 1716 W Airport Rd., Janesville, WI 53546 (hereinafter the "Premises") and Charter Cable Partners, LLC on behalf of itself and its affiliates, (hereinafter collectively "Charter"), with offices located at 3993 Heritage Place NW, Rochester, MN 55901 Attn: Market Expansion. This Agreement commences on the later of the execution dates set forth below the signatures (hereinafter the "Effective Date"). Charter and Owner may individually be referred to as a "Party" or collectively as the "Parties".

### THE PARTIES AGREE AS FOLLOWS:

- SERVICES AND CONSTRUCTION AUTHORIZATION.** In consideration of the mutual benefits and obligations set forth herein, Owner hereby grants to Charter a non-exclusive right of entry for the provision of Charter's communication services (hereinafter the "Services") to the Premises and to those buildings of Owner located on the Premises (including building roof top(s))("Buildings"). Owner hereby authorizes Charter to (i) install, attach, maintain, modify, inspect, relocate, repair, upgrade, replace or remove equipment and facilities including but not limited to, wiring, conduits, converters, amplifiers, splitters, lock boxes, antennas, and wireless delivery systems (collectively, "Equipment") on the Premises and in the Buildings and (ii) if applicable, utilize those conduits and ducts of Owner that Owner may designate as available for Charter's use (collectively "Conduit"). The rights herein granted to Charter shall include use of available power at the Premises, together with the right to access and use all i) risers in the Buildings, ii) Building entrance facilities, iii) Building utility entrance facilities, iv) utility closets in the Buildings, v) private rights-of-way, and vi) other areas on the Premises and Buildings as is reasonably required for the purpose set forth herein. All of the above grants and authorizations given by Owner are to the extent necessary for Charter to provide its Services to the Premises and shall extend to Charter's authorized agents. The Equipment is not, and shall not be deemed to be, affixed to or a fixture of the Premises. If requested by Owner, Charter shall provide to Owner the proposed route for installation of Equipment on the Premises. Charter shall install, operate and maintain the Equipment on the Premises at its own expense and in accordance with all applicable laws. [[Charter shall be responsible for any and all material damages directly caused to the Premises by Charter's installation, operation, maintenance and removal of the Equipment.]]
- OWNER REPRESENTATIONS.** Owner has represented to Charter that Owner is the legal owner of the Premises, the Building(s) and Conduit (if applicable), and that no other person has any rights in the forgoing that conflict with Charter's rights under this Agreement. Owner recognizes Charter's right to have exclusive control over any Charter installed Equipment, and Owner will not attach to or use, and will not knowingly allow a third party to attach to or use, Charter's Equipment for any purpose without Charter's prior written consent. In the event the Owner is not executing this Agreement, the undersigned person executing on behalf of Owner represents that the undersigned is Owner's authorized agent and has full authority to bind Owner to the terms and conditions of this Agreement.
- RESPONSIBILITY TO CONTACT PUBLIC UTILITIES.** As may be required by law, Charter or its contractors will contact and coordinate with local agencies to physically mark the location of all public utility lines (including, but not limited to, water, electric, phone and sewer lines) that are located in areas in which Charter intends to install the Equipment. Owner shall not interfere with the markings designating such locations until installation is complete. Charter shall be responsible for any damage to public utility lines that are located along the routes or in the location in which Charter installs any Equipment, to the extent such damage arises from Charter's installation activities.
- RESPONSIBILITY TO MARK PRIVATE UNDERGROUND LINES.** If Owner has private underground lines at the Premises that could impact Charter's installation of Equipment, including, but not limited to, sprinklers, sprinkler heads, drains, cables, pipes and wires (collectively "Impacted Private Lines") then both Parties shall, in advance of any underground construction performed by Charter, work together, to the best of their abilities, to research the existence of all Impacted Private Lines (hereinafter "Joint Effort"). In order to facilitate the Joint Effort, Owner provides below its authorized representative (with contact information) regarding these Joint Efforts. (Please print clearly)

Name: \_\_\_\_\_

Address &/or email: \_\_\_\_\_

Phone: \_\_\_\_\_

After the Joint Effort the following shall take place: i) Charter will make a determination on the need to locate and mark Impacted Private Lines including, but not limited to, the methods and arrangements for same and ii) If deemed by Charter necessary to do so, a qualified Charter contractor (hereinafter "Service Partner") shall locate (including verification of) and clearly mark all Impacted

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Rev 5-2016

Private Lines to the extent required by Charter. In the event that Charter damages any clearly marked Impacted Private Lines along the routes or in the location in which Charter installs any Equipment, and only to the extent such damage(s) arise from Charter's Equipment installation activities on the Premises, then Charter shall promptly, within a reasonable period of time, repair said damage(s) to Owner's reasonable satisfaction, after receipt of written notice from Owner describing the scope and extent of such damage(s), which written notice, if needed, shall be provided to Charter no later than thirty (30) days after Charter's initial installation of Equipment.

5. **INSURANCE.** Charter shall maintain, at Charter's sole cost and expense, (i) commercial general liability insurance including Property Damage, Bodily Injury and contractual liability insurance subject to standard insurance carrier exclusions, in the amount of \$2,000,000 each occurrence covering (a) to the extent caused by acts of Charter, damages to the Premises and (b) the operations of Charter at the Premises, (ii) Auto Liability, including Bodily Injury and property damage in the amount of \$1,000,000 each accident and (iii) worker's compensation insurance to comply with the applicable laws of the State the Premises is located in.
6. **TERM.** The term of this Agreement commences on the Effective Date and shall remain in full force and effect until the later of: (a) the date that is five (5) years after the Effective Date; or (b) the date that is 6 months after the date that Charter is no longer providing Services to any tenant of the Premises (the "Term"). Following the Term, Owner may terminate this Agreement upon 90 days advance written notice to Charter in the event Charter is no longer providing Services to any tenant of the Premises. Should any tenant of the Premises request Services during such 90-day termination notice period, the related notice of termination shall be deemed rescinded and thereafter null and void. Charter may, within 90 days of the expiration or termination of this Agreement, elect to remove Charter's Equipment or abandon in-place all or certain portions of Charter's Equipment at the Premises which, upon abandonment, shall be deemed the property of the Owner, with lien free title thereto passing immediately to Owner at no cost to Owner.
7. **ASSIGNMENT.** This Agreement may be freely assigned by either Party, provided that the assignee agrees to be bound by all of the terms and conditions hereof. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their successors, legal representatives and assigns.
8. **LIMITATION OF LIABILITY.** CHARTER MAKES NO REPRESENTATIONS OR WARRANTIES--EXPRESS OR IMPLIED--REGARDING THE EQUIPMENT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL CHARTER OR OWNER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, RELIANCE OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF.

This Agreement shall be construed to be in accordance with the laws of the State where the Premises is located.

**CHARTER:** (type in Charter Legal Entity Name below)

**OWNER:** (type in Owner/Legal Entity Name below)

**Charter Cable Partners, LLC**

**Southern Wisconsin Regional Airport**

By: Charter Communications, Inc., its Manager

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature)

Printed Name: Joseph DeMarco / Jacqueline Hough

Printed Name: \_\_\_\_\_

Title: Vice President, Right of Entry

Title: \_\_\_\_\_

Point of Contact: Ashley Gomez  
Phone/Email: 507-285-6178/Ashley.Gomez@Charter.com

Date: \_\_\_\_\_

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Rev 5-2016

RESOLUTION NO. \_\_\_\_\_

AGENDA NO. \_\_\_\_\_

RESOLUTION

ROCK COUNTY BOARD OF SUPERVISORS

Public Works Committee  
INITIATED BY \_\_\_\_\_



Duane M. Jorgenson, Jr., P.E.  
DRAFTED BY \_\_\_\_\_

Duane M. Jorgenson, Jr., P.E.  
SUBMITTED BY \_\_\_\_\_

July 3, 2018  
DATE DRAFTED \_\_\_\_\_

APPROVE REVISED RELOCATION ORDER FOR  
CTH MM (RUGER AVE.) RECONSTRUCTION PROJECT

- 1 **WHEREAS**, the County, in conjunction with the City of Janesville, has developed plans and  
2 specifications for the reconstruction of CTH MM between Wright Road and USH 14 in the City of  
3 Janesville; and  
4  
5 **WHEREAS**, the project requires purchase of right of way and easements to complete the project; and  
6  
7 **WHEREAS**, the Rock County Board of Supervisors approved a Relocation Order and Right-of-Way Plat  
8 on May 10, 2018; and  
9  
10 **WHEREAS**, this revision modifies the right-of-way plat due to necessary design changes that address  
11 floodplain impacts within and adjacent to the CTH MM corridor.  
12  
13 **NOW, THEREFORE, BE IT RESOLVED**, that the Rock County Board of Supervisors duly assembled  
14 this \_\_\_\_ day of \_\_\_\_\_, 2018, in accordance with Wisconsin State Statute 32.05, does hereby  
15 approve the Revised Relocation Order and related Right of Way Plat for the above referenced project; and  
16  
17 **BE IT FURTHER RESOLVED**, that the Rock County Public Works Committee and Director of Public  
18 Works, in conjunction with the City of Janesville, are authorized to enter negotiations for said interests and  
19 make minor modifications to the Revised Relocation Order or Right of Way Plat that may become  
20 necessary during negotiations, and;  
21  
22 **BE IT FURTHER RESOLVED**, that Revised Relocation Order and Right of Way Plat shall be filed  
23 within twenty (20) days of adoption or modification with the County Clerk and at the Public Works  
24 Department.

Respectfully submitted,

PUBLIC WORKS COMMITTEE

\_\_\_\_\_  
Betty Jo Bussie, Chair

\_\_\_\_\_  
Brent Fox, Vice Chair

\_\_\_\_\_  
Brenton Driscoll

\_\_\_\_\_  
Rick Richard

\_\_\_\_\_  
Jeremy Zajac

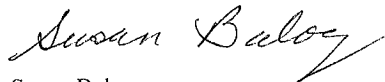
LEGAL NOTE:

The County Board is authorized to  
take this action pursuant to  
§32.05(1), Wis. Stats.

Jodi Timmerman  
Deputy Corporation Counsel

FISCAL NOTE:


Funds are available in DPW-Highway budget for revisions to the Relocation Order.



Susan Balog  
Assistant Finance Director

ADMINISTRATIVE NOTE:

Recommended.



Randolph D. Terronez  
Assistant to County Administrator

- EXECUTIVE SUMMARY -

**APPROVE REVISED RELOCATION ORDER FOR  
CTH MM (RUGER AVE.) RECONSTRUCTION PROJECT**

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The project design for the reconstruction of CTH MM (Ruger Ave.) between Wright Road and USH 14 is nearing completion. To carry out the project, the County, in conjunction with the City of Janesville, must acquire certain interests in land to reconstruct the road, install storm drainage pipes, install retaining walls and sidewalk and otherwise complete the project. It is required by Statute that the County Board pass a Relocation Order as the first legal step in the process.

Previously, the County Board approved a Relocation Order and Right-of-Way Plat to acquire real estate throughout the CTH MM (Ruger Ave.) corridor between Wright Road and USH 14. This revision modifies real estate needs due to required design changes which address concerns regarding floodplain impacts.

This resolution adopts the Revised Relocation Order and delegates responsibility for implementation to the Public Works Committee and Director of Public Works, in conjunction with the City of Janesville.



SCHEDULE OF LANDS & INTERESTS REQUIRED

OWNERS NAMES ARE SHOWN FOR REFERENCE PURPOSES ONLY AND ARE SUBJECT TO CHANGE PRIOR TO THE TRANSFER OF LAND INTERESTS TO ROCK COUNTY.

PARCEL NUMBER	R/W SHEET NUMBER	OWNERS	INTEREST REQUIRED	TOTAL PARCEL AREA (SF)	NEW R/W PARCEL AREA (SF)	REMAINING TOTAL PARCEL AREA (SF)	TILE AREA (SF)
1	4.04, 4.05, 4.06	CITY OF JAMESVILLE	TILE	1,071,770	-	1,071,770	4164
2	4.04	SUE ANN DAHL AND DAVID R. DAHL	TILE	76,408	-	76,408	3595
3	4.04	SCOTT W. BEVER AND SHANNON L. BEVER	TILE	39,380	-	39,380	239
4	4.04	JOHN R. CORSKI	TILE	22,000	-	22,000	547
5	-	-	-	-	-	-	-
6	4.04	WAAGE LIFE ESTATE, GARY W. & TERESA A. WAAGE	TILE	9,916	-	9,916	961
7	4.04, 4.05	MARKLEIN BUILDERS, INC.	TILE	1,170,457	-	1,170,457	439
8	4.05	PETER J. SKELLY AND DENISE M. SKELLY	TILE	19,822	-	19,822	1753
9	4.05	MARKLEIN BUILDERS, INC.	TILE	33,674	-	33,674	494
10	-	-	-	-	-	-	-
11 <sup>P</sup>	4.05, 4.07	NAATZ INVESTMENT PROPERTIES, LLC C/O SUE ANN DAHL	FEE & TILE	212,477	3064	212,413	116
12	4.07	NAATZ INVESTMENT PROPERTIES, LLC C/O SUE ANN DAHL	TILE	44,431	-	44,431	423
13 <sup>P</sup>	4.07, 4.08, 4.09	NAATZ INVESTMENT PROPERTIES, LLC C/O SUE ANN DAHL	FEE & TILE	755,585	40587	717,998	2031
14 <sup>P</sup>	4.09	LANCE A. BAIRD	TILE	14,850	-	14,850	1235
15	-	-	-	-	-	-	-
16 <sup>P</sup>	4.10	MICHAEL J. SHERIDAN	TILE	16,975	-	16,975	330
17 <sup>P</sup>	4.09	CITY OF JAMESVILLE	TILE	114,847	-	114,847	4429
18	4.09	SHANNON P. RILEY AND BRENDA A. RILEY	TILE	19,789	-	19,789	211
19 <sup>P</sup>	4.09, 4.10, 4.11	CITY OF JAMESVILLE	TILE	1,620,498	-	1,620,498	78171
20	-	-	-	-	-	-	-
21 <sup>P</sup>	4.09, 4.10, 4.11, 4.12, 4.13	CITY OF JAMESVILLE	TILE	2,083,545	-	2,083,545	12945
22	4.10	CRAIG J. GRAMKE AND PATRICIA A. GRAMKE	TILE	15,000	-	15,000	626
23	4.10	CRAIG A. SCHUMACHER AND DAWN M. SCHUMACHER	TILE	15,000	-	15,000	1702
24	4.10	MICHAEL J. FRAZIER AND NANCY E. FRAZIER	TILE	15,000	-	15,000	194
25	-	-	-	-	-	-	-
26 <sup>P</sup>	4.11	CITY OF JAMESVILLE	TILE	26,849	-	26,849	2397
27	4.11	CITY OF JAMESVILLE	TILE	15,905	-	15,905	1662
28	4.11, 4.12	CITY OF JAMESVILLE	TILE	12,399	-	12,399	900
29	4.12	CITY OF JAMESVILLE	TILE	12,618	-	12,618	880
30 <sup>P</sup>	4.12	KERRY K. HANSON AND PATRICIA J. HANSON	TILE	7,405	-	7,405	251
31	4.12	CITY OF JAMESVILLE	TILE	11,700	-	11,700	863
32 <sup>P</sup>	4.12	GERALD TREAT AND REBECCA RURY LIVING TRUST	TILE	11,700	-	11,700	863
33 <sup>P</sup>	4.12	JOHN M. DECKER AND SHARYN K. DECKER	TILE	7,405	-	7,405	520
34	4.12	TRADN LIFE ESTATE FRANCIS J. TRADN AND ADELE A. TRADN	TILE	7,844	-	7,844	500
35 <sup>P</sup>	4.13	GARY E. SCHULZE	TILE	10,454	-	10,454	160
36 <sup>P</sup>	4.13	KATHLEEN D. STADDLER	TILE	10,454	-	10,454	147
37	4.04, 4.05, 4.07, 4.08, 4.09, 4.10, 4.11, 4.12, 4.13	ALLIANT ENERGY ELECTRIC	RELEASE OF RIGHTS	-	-	-	-
38	4.09, 4.10	ALLIANT ENERGY GAS	RELEASE OF RIGHTS	-	-	-	-
39	4.04, 4.05, 4.07, 4.08, 4.09, 4.10, 4.11, 4.12, 4.13	AT&T	RELEASE OF RIGHTS	-	-	-	-
40	4.04, 4.05, 4.10, 4.11, 4.12, 4.13	CHARTER COMMUNICATIONS	RELEASE OF RIGHTS	-	-	-	-
41	4.08	CITY OF JAMESVILLE	RELEASE OF RIGHTS	-	-	-	-

INDICATES PARCEL CHANGED IN REVISION ID DATED 7/2/2018

REVISION DATE: 7/2/2018  
 DATE: 5/1/2018  
 SCALE: 1" = 40' (0)

HIMY: RUGER AVENUE  
 COUNTY: ROCK

R/W PROJECT NUMBER: 5990-00-37  
 CONSTRUCTION PROJECT NUMBER: 5990-00-38

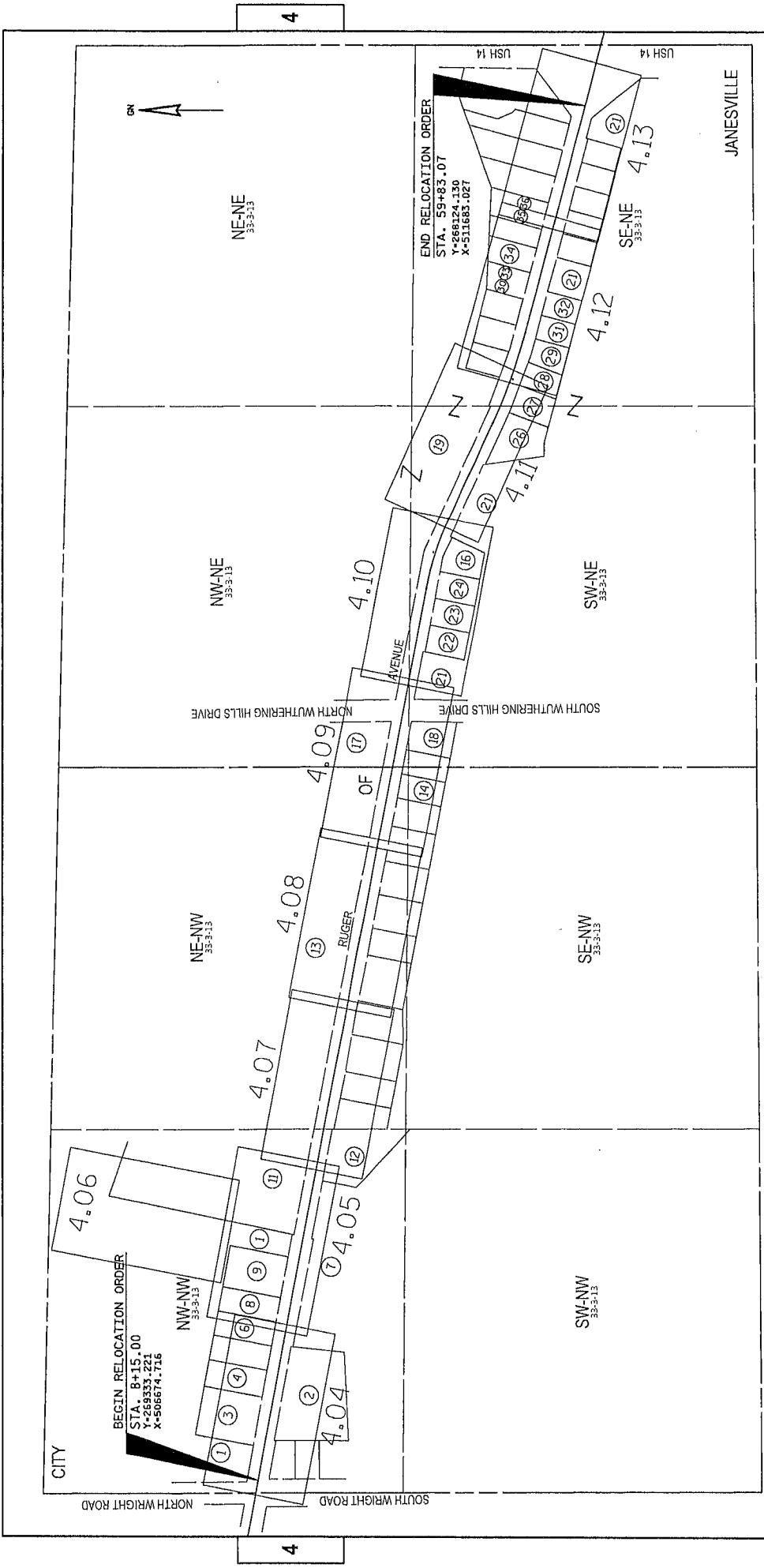
PLAT SHEET: 4.02  
 PS&E SHEET: E

FILE NAME: PLAT\_RECOVER.DWG  
 LAYOUT NAME: 5990-00-37 4.02

PLOT BY: DAKH1666  
 PLOT DATE: 7/2/2018 3:44 PM  
 PLOT NAME: ROCK

PROY SCALE: 1" = 40' FT

USBD/CDOS SHEET 75

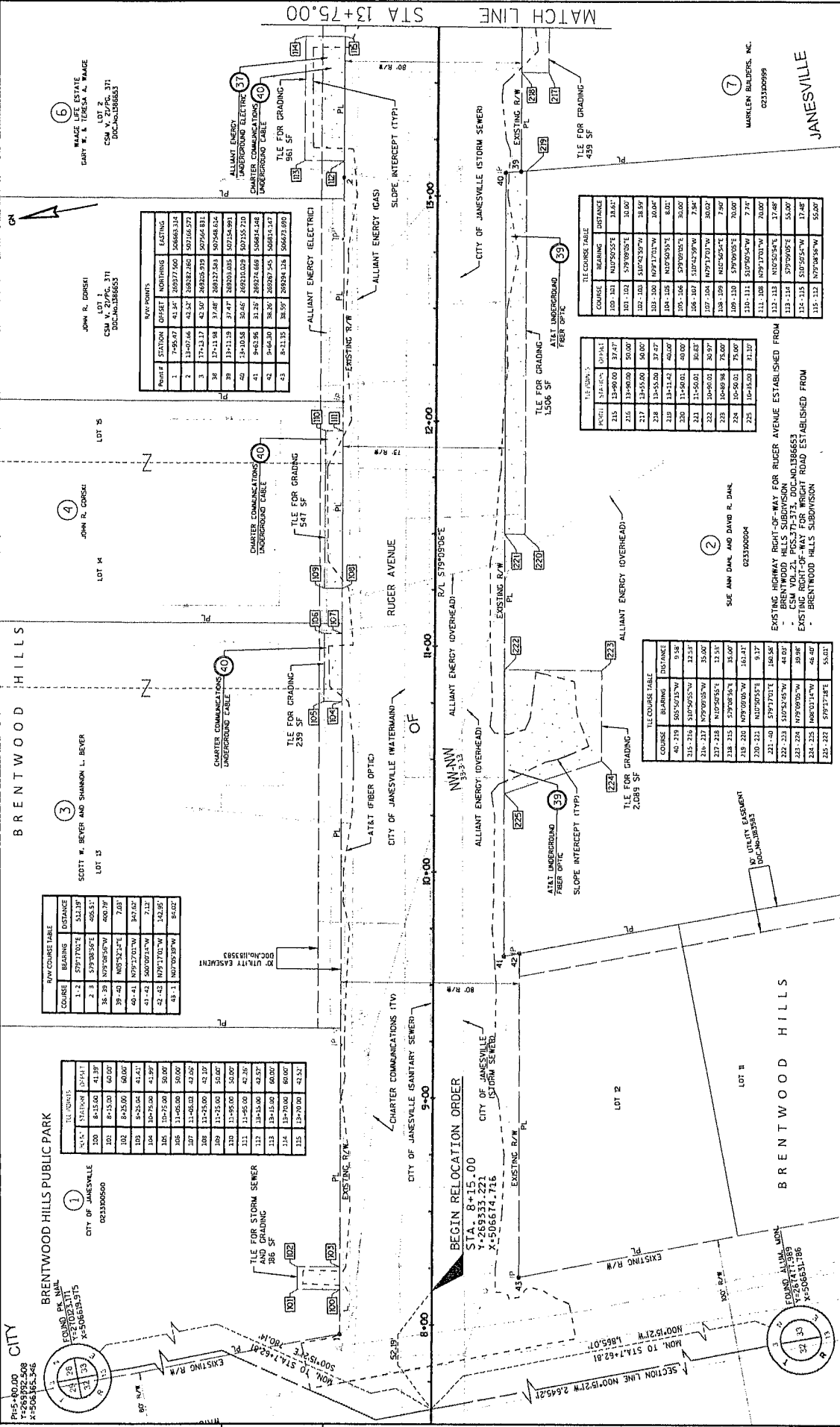


REVISION DATE	7/2/2018	DATE	5/1/2018	HWY:	RUGER AVENUE	R/W PROJECT NUMBER	5950-00-37	PLAT SHEET	4.03
FILE NAME:	PLAT_RECOVERING	GRID FACTOR		COUNTY:	ROCK	CONSTRUCTION PROJECT NUMBER	5990-00-38	PS&E SHEET	E
LAYOUT NAME:	5950-00-37 4.03	NOT TO SCALE	0	PLOT DATE:	7/2/2018 3:43 PM	DRAWINGS		PLOT SCALE:	Custom
				PLOT BY:					

4

4





1  
 BRENTWOOD HILLS PUBLIC PARK  
 CITY OF JAMESVILLE  
 023300500

2  
 SCOTT W. BEYER AND SHANNON L. BEYER  
 LOT 13

3  
 JOHN R. GORSKI  
 LOT 14

4  
 JOHN R. GORSKI  
 LOT 15

5  
 GARY W. LEE, JR. & WAJDA  
 LOT 16

6  
 JOHN R. GORSKI  
 LOT 17

7  
 MARKLEN BUILDERS, INC.  
 023300599

8  
 FOUNDATION MON.  
 X-506831785

9  
 FOUNDATION MON.  
 X-506831785

10  
 FOUNDATION MON.  
 X-506831785

11  
 FOUNDATION MON.  
 X-506831785

12  
 FOUNDATION MON.  
 X-506831785

13  
 FOUNDATION MON.  
 X-506831785

14  
 FOUNDATION MON.  
 X-506831785

15  
 FOUNDATION MON.  
 X-506831785

NEW POINTS

Point #	STATION	OFFSET	NORTHING	EASTING
1	7+95.07	41.34	26937.500	506863.134
2	13+07.46	42.34	26938.82	507166.272
3	17+43.17	42.50	26938.939	507564.811
38	17+11.39	37.48	26932.583	507458.024
39	17+11.39	37.48	26932.583	507458.024
40	17+11.39	37.48	26932.583	507458.024
41	9+63.96	38.37	26937.488	506814.048
42	9+63.96	38.37	26937.488	506814.048
43	8+11.35	38.37	26938.136	506873.690

R/W COURSE TABLE

SOURCE	BEARING	DISTANCE
1-2	S79°17'02"E	511.19
2-3	S79°18'34"E	505.51
38-39	N79°28'52"W	600.73
39-40	N85°52'24"E	7.03
40-41	N87°17'03"W	392.62
41-42	S80°02'24"W	7.12
42-43	N79°17'02"W	524.95
43-1	N07°09'37"W	84.02

TILE COURSE TABLE

COURSE	BEARING	DISTANCE
101-102	S79°09'05"E	80.00
102-103	S10°42'35"W	18.59
103-104	N07°17'01"W	30.47
104-105	N57°50'35"E	80.01
105-106	S79°09'05"E	70.00
106-107	S10°42'35"W	2.84
107-108	N07°17'01"W	30.00
108-109	N57°50'35"E	7.90
109-110	S79°09'05"E	70.00
110-111	S10°42'35"W	7.74
111-112	N07°17'01"W	70.00
112-113	N57°50'35"E	37.48
113-114	S79°09'05"E	53.00
114-115	S10°42'35"W	12.48
115-116	N07°17'01"W	52.00

TILE COURSE TABLE

COURSE	BEARING	DISTANCE
215	S9°48'00"	37.47
216	S18°48'00"	50.00
217	S18°48'00"	50.00
218	S18°48'00"	37.47
219	S18°48'00"	46.00
220	S18°48'00"	46.00
221	S18°48'00"	36.83
222	S18°48'00"	36.83
223	S18°48'00"	36.83
224	S18°48'00"	36.83
225	S18°48'00"	36.83

TILE COURSE TABLE

COURSE	BEARING	DISTANCE
40-219	S85°40'13"W	9.54
219-220	S10°42'35"W	32.53
220-221	N79°09'05"W	35.00
221-222	N07°17'01"W	13.55
222-223	S79°09'05"E	35.00
223-224	S10°42'35"W	16.54
224-225	N07°17'01"W	37.48
225-226	N57°50'35"E	39.86
226-227	S79°09'05"E	46.47
227-228	S10°42'35"W	53.01

TILE COURSE TABLE

COURSE	BEARING	DISTANCE
228	S18°48'00"	36.83
229	S18°48'00"	36.83
230	S18°48'00"	36.83
231	S18°48'00"	36.83
232	S18°48'00"	36.83
233	S18°48'00"	36.83
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TILE COURSE TABLE

COURSE	BEARING	DISTANCE
236	S18°48'00"	36.83
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TILE COURSE TABLE

COURSE	BEARING	DISTANCE
246	S18°48'00"	36.83
247	S18°48'00"	36.83
248	S18°48'00"	36.83
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COURSE	BEARING	DISTANCE
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COURSE	BEARING	DISTANCE
266	S18°48'00"	36.83
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NEW POINTS

Point #	STATION	OFFSET	NORTHING	EASTING
1	7+95.07	41.34	26937.500	506863.134
2	13+07.46	42.34	26938.82	507166.272
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285	S18°48'00"	36.83

NEW POINTS

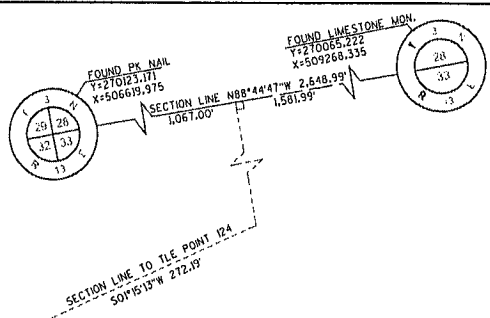
Point #	STATION	OFFSET	NORTHING	EASTING
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3	17+43.17	42.50	26938.939	507564.811
38	17+11.39	37.48	26932.583	507458.024
39	17+11.39	37.48	26932.583	507458.024
40	17+11.39	37.48		



CITY



4



TILE POINT	ELEVATION	DATE
121	16+18.00	4/25/17
122	16+18.00	4/25/17
123	16+18.00	4/25/17
124	17+10.00	4/25/17
125	17+08.97	4/25/17

TILE COURSE	BEARING	DISTANCE
122-123	N10°55'52\"/>	

BRENTWOOD HILLS PUBLIC PARK

①  
CITY OF JAMESVILLE  
0233300500

SLOPE INTERCEPT (TYP)

TILE FOR STORM SEWER  
AND GRADING  
41'-428' SF

NW-NW  
33-3-11

OF

②  
NAATZ INVESTMENT PROPERTIES, LLC  
C/O SUE ANN DAHL  
0233300002

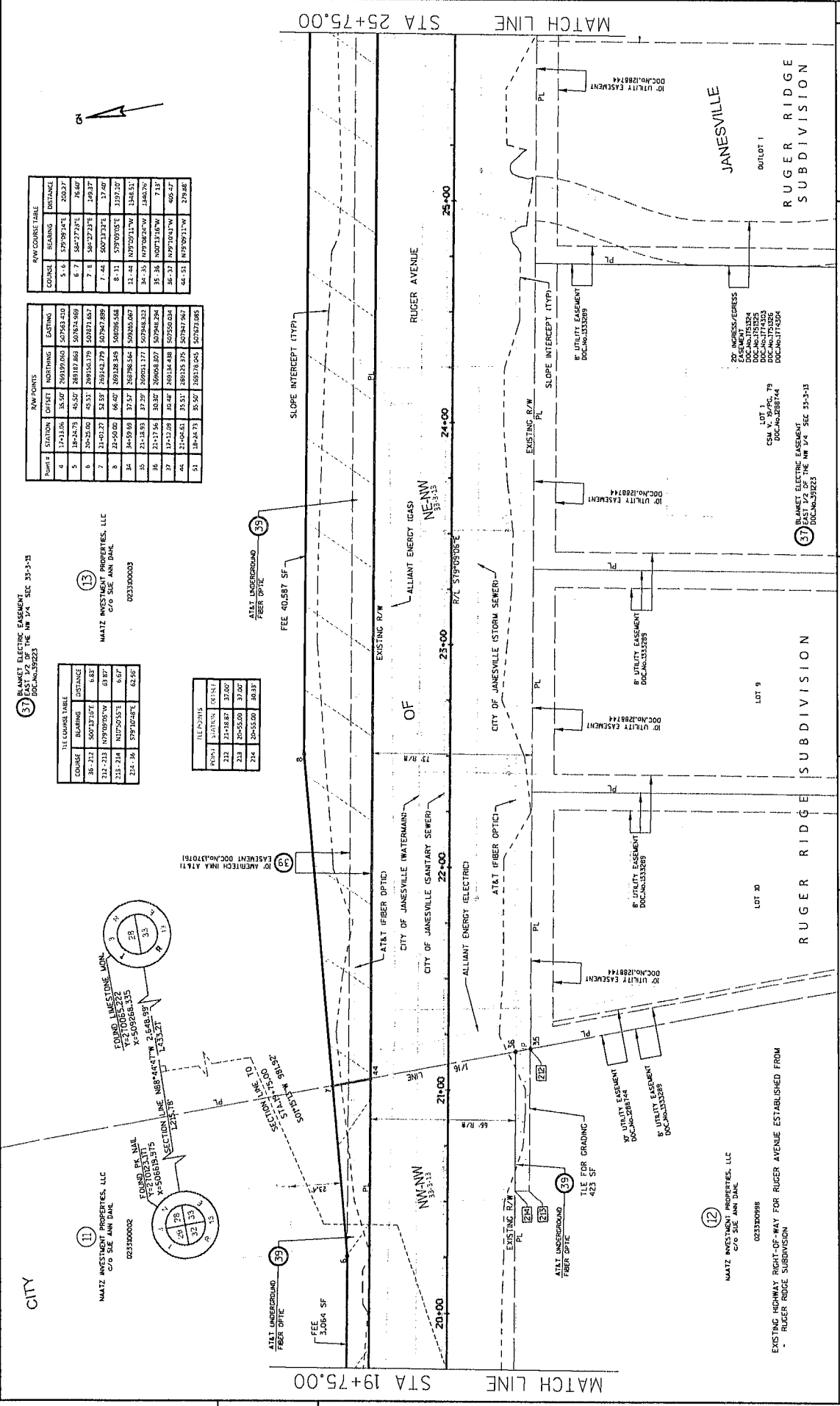
JANESVILLE

MATCH LINE SHEET 4.05

4

REVISION DATE	7/2/2018 (NIC)	R/W PROJECT NUMBER	5990-00-37	PLAT SHEET	4.06
DATE	5/1/2018	CONSTRUCTION PROJECT NUMBER	5990-00-38	PS&E	SHEET
SCALE FEET	0 20 40	PLOT NAME			
HWY:	RUGER AVENUE	PLOT SCALE	1 IN=40 FT		
COUNTY:	ROCK	DRAWN BY:	DAH/HIGGS		
DATE:	7/2/2018 3:43 PM				
FILE NAME:	PLAT_RECOVER DWG				
LAYOUT NAME:	5990-00-37 4.06				

WSP07/G053/SHEET 75



RAW POINTS

Point #	STATION	OFFSET	NORTHING	EASTING
4	17+14.00	18.50	26929.00	20753.20
5	18+24.73	45.00	26916.80	50762.80
6	20+05.00	45.00	26916.179	50761.667
7	21+40.27	54.50	26914.779	50762.899
8	22+00.00	66.00	26912.349	50766.568
9	24+00.00	12.00	26903.177	50768.523
10	24+72.64	30.00	26906.500	50769.294
11	24+72.64	20.00	26913.488	50769.084
12	24+66.61	35.51	26913.379	50767.967
13	24+66.79	35.50	26913.040	50767.685

RAW COURSE TABLE

COURSE	BEARING	DISTANCE
5-6	S79°59'14"E	200.27
6-7	S67°22'21"E	16.60
7-8	S67°22'21"E	169.37
8-9	S00°32'32"E	17.40
9-10	S79°00'51"E	1397.10
10-11	N07°20'11"W	154.61
11-12	N07°20'11"W	154.61
12-13	N07°20'11"W	154.61
13-14	N07°20'11"W	154.61
14-15	N79°09'41"W	279.46

TITLE COURSE TABLE

COURSE	BEARING	DISTANCE
18-21	S00°13'10"E	6.87
21-22	N07°09'09"W	8.87
22-23	N02°54'53"E	6.67
23-24	S79°10'48"E	62.56

FILE POINTS

200	13+07.00	18.51
21	13+08.00	32.00
22	20+55.00	37.00
23	20+55.00	36.33

BLANKET ELECTRIC EASEMENT

SECTION 1/2 OF THE NW 1/4 SEC 33-3-13

DOC. NO. 20223

BLANKET ELECTRIC EASEMENT

EAST 1/2 OF THE NW 1/4 SEC 33-3-13

DOC. NO. 20263

BLANKET ELECTRIC EASEMENT

EAST 1/2 OF THE NW 1/4 SEC 33-3-13

DOC. NO. 20263

BLANKET ELECTRIC EASEMENT

EAST 1/2 OF THE NW 1/4 SEC 33-3-13

DOC. NO. 20263

BLANKET ELECTRIC EASEMENT

EAST 1/2 OF THE NW 1/4 SEC 33-3-13

DOC. NO. 20263

BLANKET ELECTRIC EASEMENT

EAST 1/2 OF THE NW 1/4 SEC 33-3-13

DOC. NO. 20263

BLANKET ELECTRIC EASEMENT

EAST 1/2 OF THE NW 1/4 SEC 33-3-13

DOC. NO. 20263

PROJ. DATE: 7/2/2018

PROJ. NAME: RUGER AVENUE

PROJ. NUMBER: 5990-00-37

CONSTRUCTION PROJECT NUMBER: 5990-00-38

COUNTY: ROCK

DATE: 5/1/2018

SCALE: FEET

GRID FACTOR

PLAT SHEET: 4.07

PS&E SHEET: \_\_\_\_\_

FILE NAME: PLAT\_RECORDER.DWG

LAYOUT NAME: 5990-00-37.4.DWG

PROJ. SCALE: 1"=40.00 FT

PROJ. DATE: 7/2/2018 3:44 PM

PROJ. BY: DUB HEGES

PROJ. NAME: RUGER AVENUE

PROJ. NUMBER: 5990-00-37

CONSTRUCTION PROJECT NUMBER: 5990-00-38

COUNTY: ROCK

DATE: 5/1/2018

SCALE: FEET

GRID FACTOR

PLAT SHEET: 4.07

PS&E SHEET: \_\_\_\_\_

FILE NAME: PLAT\_RECORDER.DWG

LAYOUT NAME: 5990-00-37.4.DWG

4

4



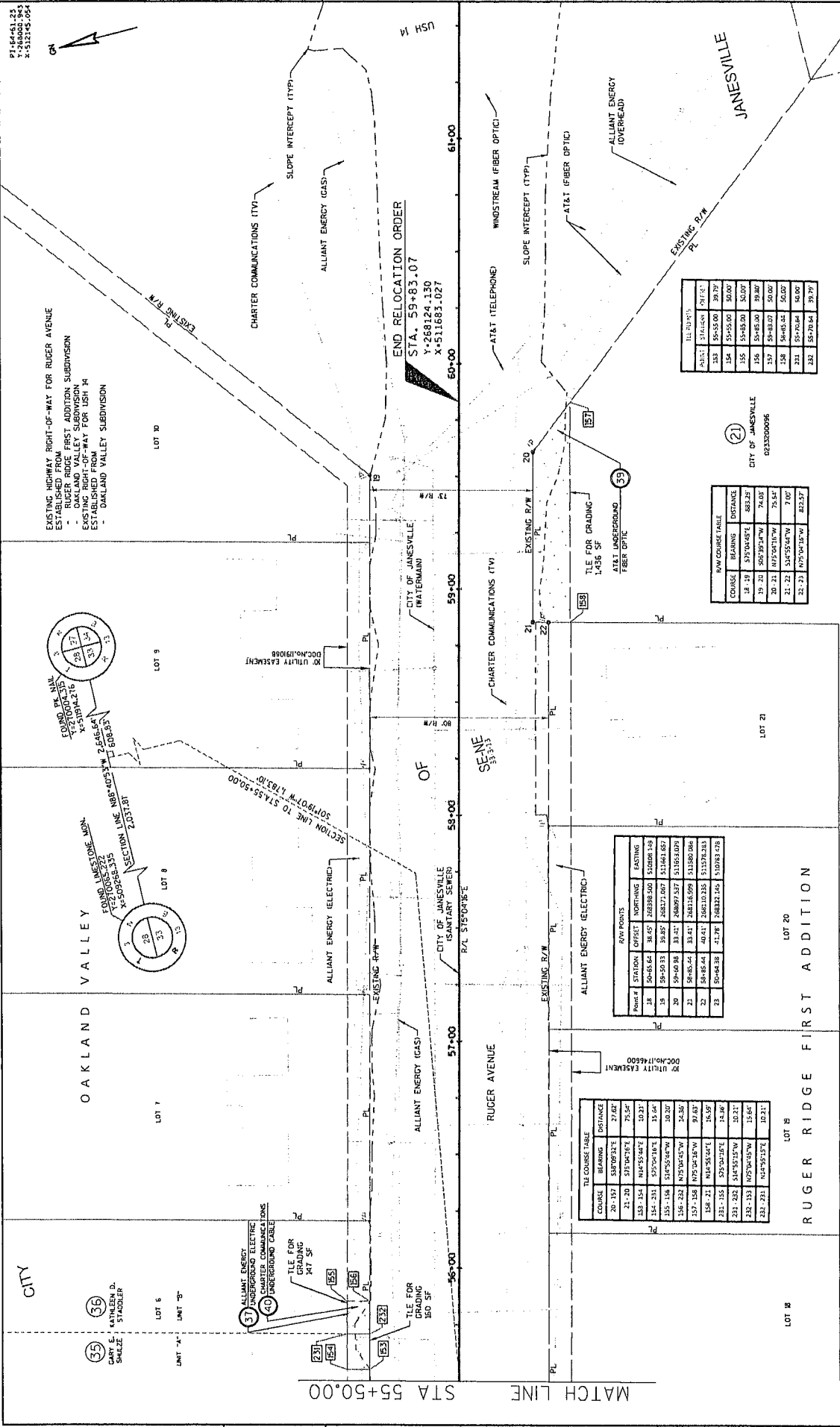




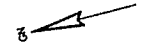




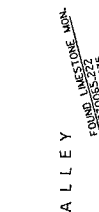
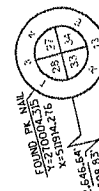




PT: 64-43.23  
Y: 268005.941  
X: 512145.054



EXISTING HIGHWAY RIGHT-OF-WAY FOR RUGER AVENUE  
ESTABLISHED FROM  
- RUGER RIDGE FIRST ADDITION SUBDIVISION  
- OAKLAND VALLEY SUBDIVISION  
ESTABLISHED FROM  
- RUGER RIDGE FIRST ADDITION SUBDIVISION  
- OAKLAND VALLEY SUBDIVISION



LOT 10

LOT 9

LOT 8

LOT 7

LOT 6

UNIT "A"  
UNIT "B"

ALLIANT ENERGY  
UNDERGROUND ELECTRIC  
CHARTER COMMUNICATIONS  
UNDERGROUND CABLE

TILE FOR  
GRADING  
147 SF

TILE FOR  
GRADING  
150 SF

END RELOCATION ORDER  
STA. 59+83.07  
Y=268124.130  
X=511683.027

CITY OF JAMESVILLE  
(WATERMAIN)

CITY OF JAMESVILLE  
(SANITARY SEWER)

CITY OF JAMESVILLE  
(RUGER AVENUE)

CITY OF JAMESVILLE  
(RUGER AVENUE)

AT&T (TELEPHONE)

CHARTER COMMUNICATIONS (TV)

ALLIANT ENERGY (ELECTRIC)

ALLIANT ENERGY (GAS)

ALLIANT ENERGY (GAS)

WINDSTREAM (FIBER OPTIC)

SLOPE INTERCEPT (TYP)

AT&T (FIBER OPTIC)

ALLIANT ENERGY (OVERHEAD)

EXISTING R/W

EXISTING R/W

EXISTING R/W

EXISTING R/W

EXISTING R/W

EXISTING R/W

TILE FOR GRADING  
1,436 SF

AT&T UNDERGROUND  
FIBER OPTIC

TILE FOR GRADING  
1,436 SF

AT&T UNDERGROUND  
FIBER OPTIC

TILE FOR GRADING  
1,436 SF

AT&T UNDERGROUND  
FIBER OPTIC

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REVISION DATE	7/2/2018	DATE	5/1/2018	SCALE	1"=40'
FILE NAME	PLAT_RECOVER DWG	SS&S FACTOR		PLAT NAME	RUGER AVENUE
LAYOUT NAME	5990-00-37.13	SS&S FACTOR		COUNTY	ROCK
		SS&S FACTOR		PLAT PROJECT NUMBER	5990-00-37
		SS&S FACTOR		CONSTRUCTION PROJECT NUMBER	5990-00-38
		SS&S FACTOR		PLAT SHEET	413
		SS&S FACTOR		PS&E SHEET	
		SS&S FACTOR			E

WOOD/CADIS SHEET 75