

County of Rock
Public Works Department



3715 Newville Road
Janesville Wisconsin 53545
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A G E N D A

Public Works Committee Meeting - Parks
Tuesday, February 14, 2017 – 8:00 a.m.

Public Works Department- Committee Room
3715 Newville Road
Janesville WI 53545

1. Call to Order
2. Approval of Agenda
3. Citizen Participation, Communications, and Announcements
4. **PARKS BUSINESS**

 - a. Approve Turtle Community Organization 4th of July Celebration Fermented Malt Beverage Permit
 - b. Approve Resolution Recognizing Efforts of the Rock Trail Coalition on 25 Years of Service
 - c. Update and Approve Sportman's Deer Display Agreement
 - d. Update, Discussion and Possible Action on Rye 140 Property
 - e. Update on Friends of Rock County Parks Initial Meeting
 - f. Update on Delong Property
 - g. Directors Report
 - h. Set Next Meeting Date
5. Adjournment

ROCK COUNTY PARK AND CONSERVATION DIVISION
REQUIREMENTS AND RESTRICTIONS FOR FERMENTED MALT BEVERAGE
PERMIT

- I. These permits shall only be issued to civic groups for specific events.
- II. Only licensed bartenders shall be used.
- III. All Wisconsin Statutes in relation to the dispensing and consumption of fermented malt beverages shall be strictly enforced.
- IV. A. A uniformed law enforcement officer will be at the specified sales area to conduct any checking of identification to determine age as may be necessary, and will be continually present during operation of the beer sales area.

B. Permittee shall provide for checking and enforcement personnel to insure all these requirements are met.
- V. The Permit shall be valid for a single specified event and can be revoked with no notice if rules and requirements are not met.
- VI. No "carry-in alcoholic beverages" are permitted, only fermented malt beverages sold on site may be possessed or consumed on site.
- VII. Permittee shall furnish a "Certificate of Insurance" naming Rock County as an additional insured. This certificate must be in Rock County's possession prior to the grounds being set up for the event.

An excerpt from Chapter 5 of the Rock County Ordinances, 5.02(16)(a)(b) Intoxicants Prohibited:

"No person shall consume or possess any fermented malt beverage or intoxicating liquor, as defined by 1987 Wisconsin Statutes, sec. 125.02, on any property owned by Rock County, except that portion of the county airport designated by the Public Works Committee. Such possession and consumption of fermented malt beverages on the airport premises shall be subject to all applicable State Statutes and local ordinances including licensing of the restaurant operation by the appropriate municipal authority. The consumption of fermented malt beverages and wine, in all parks, except the 4-H County Fair Grounds, is allowed under a temporary permit issued by the Public Works Committee. The consumption of fermented malt beverages and wine on the 4-H County Fair Grounds is allowed under a temporary permit issued by the Agriculture and Extension Education Committee. Such temporary permits shall be subject to local licensing requirements and such other restrictions as the respective Committees may deem to be in the public interest. The Public Works and Agriculture and Extension Education committees may establish fees for the issuance of the permits referred to in sub (a) above to help defray the costs of park clean up.

PERMIT

TURTLE COMMUNITY ORGANIZATION is hereby authorized to dispense fermented malt beverages at Sweet-Allyn County Park from Friday, June 23, 2017 through Sunday, June 25, 2017 subject to licensing and state and local laws. This Permit is issued by the Rock County Public Works Committee under authority granted in Chapter 5, Subchapter 2, of the Rock County Ordinances.

ROCK COUNTY
PUBLIC WORKS COMMITTEE

Betty Jo Bussie, Chair

Brent Fox, Vice-Chair

Eva Arnold

Brenton Driscoll

Rick Richard

RESOLUTION

ROCK COUNTY BOARD OF SUPERVISORS

Lori Williams, Parks Director
INITIATED BY



Lori Williams, Parks Director
DRAFTED BY

Public Works Committee &
Parks Advisory Committee
SUBMITTED BY

February 6, 2017
DATE DRAFTED

Recognizing the Efforts of the Rock Trail Coalition on 25 Years of Service

- 1 **WHEREAS**, Rock Trail Coalition will celebrate 25 years of service advocating, supporting, and
- 2 building hiking, biking and water trails in Rock County; and,
- 3
- 4 **WHEREAS**, Rock Trail Coalition is the lead non-profit advocating, planning and helping fund
- 5 the Peace Trail connecting Beloit and Janesville; and,
- 6
- 7 **WHEREAS**, Rock Trail Coalition has conducted many runs, walks and bike tour fundraisers
- 8 over the last 25 years with all funds devoted to development and preservation of the trail systems;
- 9 and,
- 10
- 11 **WHEREAS**, Rock Trail Coalition partners with several other organizations such as the Ice Age
- 12 Trail Alliance, the Janesville Velo Club, the Stateline Spinners, the Green-Rock Audubon
- 13 Society, Friends of Turtle Creek and various friends groups to support and encourage outdoor
- 14 recreational activity for the citizens of Rock County; and,
- 15
- 16 **WHEREAS**, Rock Trail Coalition expects the Beloit/Janesville Peace Trail project to be
- 17 completed in 2017 with Rock Trail Coalition supporting Rock County Parks, both with volunteer
- 18 labor, recruitment of donors and financial support , and;
- 19
- 20 **WHEREAS**, the Peace Trail is a vital link connecting the northern Illinois trail system through
- 21 Beloit and Janesville to the central Wisconsin trail system. Our trail towns will benefit by the
- 22 tourism dollars that a well-developed trail system can bring.
- 23
- 24 **NOW, THEREFORE, BE IT RESOLVED**, that the Rock County Board of Supervisors duly
- 25 assembled this ____ day of _____, 2017, hereby recognizes the Rock Trail Coalition
- 26 on their 25 years of service in Rock County and extends their congratulations and gratitude on the
- 27 outstanding volunteer work and efforts and looks forward to a continued partnership in the future.

Respectfully submitted,

PUBLIC WORKS COMMITTEE

Betty Jo Bussie, Chair

Brent Fox, Vice-Chair

Eva Arnold

Brenton Driscoll

Rick Richard

- Executive Summary -

Commending Efforts of the Rock Trail Coalition on 25 Years of Service

Rock Trail Coalition started its service in Rock County in 1992.

The Rock Trail Coalition has partnered with Rock County Parks and several other organizations such as the Ice Age Trail Alliance, the Janesville Velo Club, the Stateline Spinners, the Green-Rock Audubon Society, Friends of Turtle Creek and various friends groups to support and encourage outdoor recreational activity for the citizens of Rock County.

Rock Trail Coalition works with several municipalities to connect communities with off-road trails including Janesville, Beloit, Milton, and Rock County. They have also been involved in many county planning processes and documents pertaining to trails and improvements.

We look forward to a continued successful partnership with a truly exemplary and outstanding group of volunteers.

AMENDED
WALT LINDEMANN SPORTSMAN'S PARK
PROPERTY USE AND PARTNERSHIP AGREEMENT

This Agreement is made by and between the County of Rock, whose principal offices are located at 51 South Main Street, Janesville, Wisconsin, (hereinafter referred to as the "COUNTY"), and James, Nancy and Scott J. Schoonover of 733 East Russell Road, Janesville, Wisconsin, (hereinafter referred to as the "SCHOONOVERS").

WHEREAS, in December of 1957, the Rock County Board of Supervisors created a park now known as Walt Lindemann Sportsman's Park (vol. 125 of deeds, page 505) deeded to the County of Rock Park Commission, located in the Town of Janesville, County of Rock, State of Wisconsin, current street address 3411 N. STH 51, Janesville, Wisconsin; and

WHEREAS, Walt Lindemann Sportsman's Park has been a recreational site since 1957 and has seen changes in the kinds of recreational activities available with many groups having helped in the past; and

WHEREAS, the Schoonovers want to develop a formal agreement to operate the White-Tailed Deer Display at Walt Lindemann Sportsman's Park; and

WHEREAS, the COUNTY and the SCHOONOVERS wish to provide for the development, operation and maintenance of the White-Tailed Deer Display now on the property by working together; and

WHEREAS, the County Board of the County of Rock has authorized the County Board Chairman and County Clerk to execute a Partnership Agreement with the SCHOONOVERS.

NOW, THEREFORE, in consideration of the fulfillment of the mutual obligations of the parties hereinafter set forth, IT IS AGREED as follows:

1. Premises.

a. The COUNTY grants a Partnership Agreement to the SCHOONOVERS and the SCHOONOVERS accept a Partnership Agreement from the COUNTY, for the term and upon the conditions hereinafter set forth, those premises situated in the Town of Janesville, County of Rock, as described on Rock County's Deed (vol. 125 of deeds, page 505) (Walt Lindemann Sportsman's Park, 3411 N. STH 51, Janesville, WI 53545)

b. The COUNTY and the SCHOONOVERS recognize that this area is a part of the lands held in public trust as a COUNTY Park. It is the intent of the COUNTY that development and maintenance of these lands be fully complementary to the SCHOONOVERS' work.

c. All buildings, structures and improvements are the property of the COUNTY. Any alterations, additions, improvements and fixtures will automatically become the property of the COUNTY.

2. Term of Partnership Agreement.

The term of this partnership shall be for ten (10) years, commencing on February 1, 2017 and ending on February 28, 2027.

3. Rent.

The services provided by the SCHOONOVERS will help fulfill the COUNTY'S obligation to maintain, operate, improve, and preserve the property for public recreation purposes and shall constitute sufficient rent for the premises by the SCHOONOVERS.

4. Use of Partnership Agreement Premises.

The SCHOONOVERS shall occupy the Partnership Agreement premises thereon for the purposes of cooperating and operating and maintaining the property as the "White-Tailed Deer Display." The intent of the SCHOONOVERS is to develop, operate and maintain the deer pen

and structures with its surrounding land and any related buildings. No deer shall be added to the display beyond those residing there as of February 1, 2017.

5. County Funding.

The SCHOONOVERS shall furnish the COUNTY on or about June 1 of each year a statement of expenditures for, and income from, the White-Tailed Deer Display property during the preceding year, estimated for the current year, and proposed for the following calendar year. This statement shall also specifically delineate all capital expenditures made and capital improvements and expenditures proposed to be made by the SCHOONOVERS.

The County Board may consider a funding request and the budgeting information of the SCHOONOVERS during its annual deliberations on the County budget. The County Board shall determine, during its annual budget deliberations, what amounts, if any, it might provide to the SCHOONOVERS and for what specific purposes related to the development, maintenance, operation, improvement and preservation of the White-Tailed Deer Display by the SCHOONOVERS under this Partnership Agreement. The County Board may decide to provide no funds or financial support whatsoever for the maintenance, operation, improvement or preservation of the White-Tailed Deer Display property to the SCHOONOVERS.

6. Admission Fees/Donations.

The SCHOONOVERS may not require an admission charge (fee) to the White-Tailed Deer Display property. The existing donation request signage and collection box shall continue to be used. The SCHOONOVERS may alter these donation policies. However, any such change shall require the prior approval of the Transportation Committee and Parks Advisory Committee.

7. Grounds Care and Snow Removal.

The COUNTY shall provide grounds care and snow removal on parking lots and service drives for the maintenance of Walt Lindemann Sportsman's Park, in areas outside of the deer pen. From time to time, some limited mowing inside the pen may take place as time permits at the COUNTY'S discretion.

8. Insurance.

A. The COUNTY shall obtain and pay for fire and extended insurance coverage on the structures and improvements on the premises in an amount equal to their replacement value.

B. The SCHOONOVERS shall carry general liability coverage, including personal injury, property damage and contractual liability with a carrier licensed in Wisconsin with limits of at least one million (\$1,000,000) dollars for each occurrence and two million (\$2,000,000) dollars in the aggregate naming the County of Rock as an additional named insured.

C. At the present time, the SCHOONOVERS have no employees. All work to be done on the White-Tailed Deer Display is to be done by the SCHOONOVERS or volunteers. Should the SCHOONOVERS in the future have employees performing such work, workers compensation coverage as required by law shall be obtained. Persons doing work on the White-Tailed Deer Display shall not be considered employees of Rock County for any purpose.

9. Indemnity Provision.

The COUNTY shall indemnify and hold harmless the SCHOONOVERS from and against any and all claims, losses, costs (including attorney fees), damages, expenses and liabilities in connection with any claim for damages as a result of the COUNTY'S access to and use of the premises and personalty as are covered and affected by this Partnership Agreement,

arising from any negligence of the COUNTY or any of the COUNTY'S agents, customers, invitees, contractors, occupants or employees.

The SCHOONOVERS shall indemnify and hold harmless the COUNTY from and against any and all claims, losses, costs (including attorney fees), damages, expenses and liabilities in connection with any claim for damages as a result of the SCHOONOVERS' access to and use of the premises and personalty as are covered and affected by this Partnership Agreement arising from any negligence of the SCHOONOVERS or any of the SCHOONOVERS' volunteers, agents, customers, invitees, contractors, occupants or employees.

10. Right of Entry.

The COUNTY shall have the right of access to any and all portions of the Partnership Agreement premises, at any and all reasonable hours, and upon reasonable notice, for the purpose of inspecting, analyzing and/or gathering information relating to the operation of the premises or to the premises itself.

11. Compliance With Laws.

The SCHOONOVERS shall comply with all applicable rules, regulations, laws, ordinances, statues or orders of any governmental authority, federal, state or local, lawfully exercising authority over the Partnership Agreement premises or over the operations carried out pursuant to this Partnership Agreement. The SCHOONOVERS shall take such actions as may be necessary for the protection of health, safety, and welfare of the public.

12. Assignment and Subleasing.

The SCHOONOVERS shall not mortgage, hypothecate, pledge, or otherwise encumber or assign the Partnership Agreement herein created; neither shall the SCHOONOVERS sublet or sublease the Partnership Agreement premises in whole or in part.

13. Modification or Amendment of Partnership Agreement.

This Partnership Agreement may be modified or amended upon the mutual agreement of the parties. However, such modification or amendment must be in writing, dated, and fully executed by both parties.

Any unforeseen circumstances, problem, dispute, or disagreement regarding the role of either party in this leasing arrangement or regarding the use and operation of the White-Tailed Deer Display property that is not addressed by the express terms of this Partnership Agreement shall be subject to negotiations between the parties to reach a mutually agreed upon resolution of the matter(s) in issue.

14. Termination.

This Partnership Agreement may be terminated at any time upon the mutual agreement of the parties. Either party may cancel this Partnership Agreement for cause on one hundred twenty (120) days written notice, which period may be used to cure the stated cause of termination. The effective date for any termination for cause shall not be during the months of May through December. In the event of termination of the White-Tailed Deer Display, any and all animals shall be removed by the SCHOONOVERS at their sole cost.

15. Alterations and Additions.

The SCHOONOVERS shall not, without the COUNTY'S prior written consent, make any alterations, additions or utility installations in, on, or about the Partnership Agreement premises, except for minor structural alterations.

16. Non-Discrimination.

In connection with the performance of its obligations under the Agreement, the SCHOONOVERS agree not to discriminate against any employee or application for employment

or individual seeking admission because of age, race, religion, color, handicap, sex, national origin, or developmental disability as defined in sec. 51.01(5), Wis. Stats. The SCHOONOVERS further agree to take affirmative action to ensure equal employment opportunities.

17. Miscellaneous.

A. This Partnership Agreement shall be binding upon the parties hereto, their respective heirs, devisees, personal representatives, administrators, successors, and assigns. It cannot be varied or waived by any oral representations or promise of any agent or other person of the parties hereto; any such variance or waiver must be in writing, dated, and fully executed by both parties.

B. No waiver by the COUNTY or the SCHOONOVERS of any breach of any provision of this Partnership Agreement shall be deemed for any purpose to be a waiver of any breach of any other provision hereof, or of any continuing or subsequent breach of the same provision.

C. Each right of the parties hereto is accumulative and is in addition to each others legal right which the party may have in the event of any default of the other.

D. In the event any covenant, condition or provision herein contained is held to be invalid by a final judgment of any court of competent jurisdiction, the invalidity of such covenant, condition or provision shall not in any way affect any other covenant, condition, or provision herein contained.

E. This Partnership Agreement shall be construed and enforced in accordance with the laws of the State of Wisconsin.

F. Attached is appendix "A", map of Walt Lindemann Sportsman's Park, showing the features including the existing deer pen.

Dated: _____, 2017.

COUNTY OF ROCK

By: _____
J. Russell Podzilni, County Board Chair

Dated: _____, 2017.

By: _____
Lisa Tollefson, County Clerk

Dated: _____, 2017.

James Schoonover

Dated: _____, 2017.

Scott J. Schoonover

Dated: _____, 2017.

Laura Devlin

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

ISSUE: Approve Appraisal of potential 140 Project – Rye Property

DISCUSSION:

Rye properties desire and intend to *sell and an out lot of approximately* 1.52 acres, The property is located on state highway 140 south of creek road intersection with access to Turtle Creek. A map is attached to this report.

Staff has met with Andy Rye in regards to the property and various options for that property. Mr.Rye has expressed interest in only selling the parcel. Land acquisition has been a priority of the Public Works Parks Advisory Committee and a priority in the current adopted POROS Plan.

Since this would involve the expenditure of funds for purchase, an appraisal is required. The fee for an appraisal is estimated to be between \$1,200 and \$1,500. Three appraisal firms will be contacted to submit a proposal. Staff requests permission to engage an invited appraiser at a fee in this range. Funding for this budgeted expense could be taken from #41-4551-67200 Parks Capital Improvement account or funds could be utilized form the Rock County Green Fund.

RECOMMENDATION: We recommend proceeding with the appraisal using the most favorable appraiser and funding source they deem appropriate.

Respectfully submitted by,



Lori Williams
Parks Director

AMY FRIEND

From: Tom & Laureen Presny <presny@charter.net>
Sent: Thursday, December 08, 2016 10:03 AM
To: djpaynter@charter.net; LORI WILLIAMS
Cc: 'Therese Oldenburg'
Subject: RE: Hwy 140

Follow Up Flag: Follow up
Flag Status: Flagged

As the Friends of Turtle Creek do not have any funds, I could see a special fund raiser or two specific to the purchasing of this property. We could also raise the topic as an update with the Public Works Committee next Tuesday as a topic for future agenda. Lori, are all the County ATC funds used up? There is some 3-4K in the Rock County Green Fund which could be considered toward an appraisal or toward the purchase.

First step would be a property appraisal to determine Fair Market Value. That can be compared to what he is asking. Amount he would accept less than Fair Market Value could be used with some grants as local match. Challenge with state / fed grants is long process (1-2 years).

Tom

From: djpaynter@charter.net [mailto:djpaynter@charter.net]
Sent: Thursday, December 08, 2016 9:35 AM
To: 'LORI WILLIAMS'
Cc: presny@charter.net; Therese Oldenburg
Subject: Hwy 140

Andy Rye called me back this morning. He is not interested in donating an easement. He says he will still have to pay taxes on it for years. But he still wants to get rid of it.

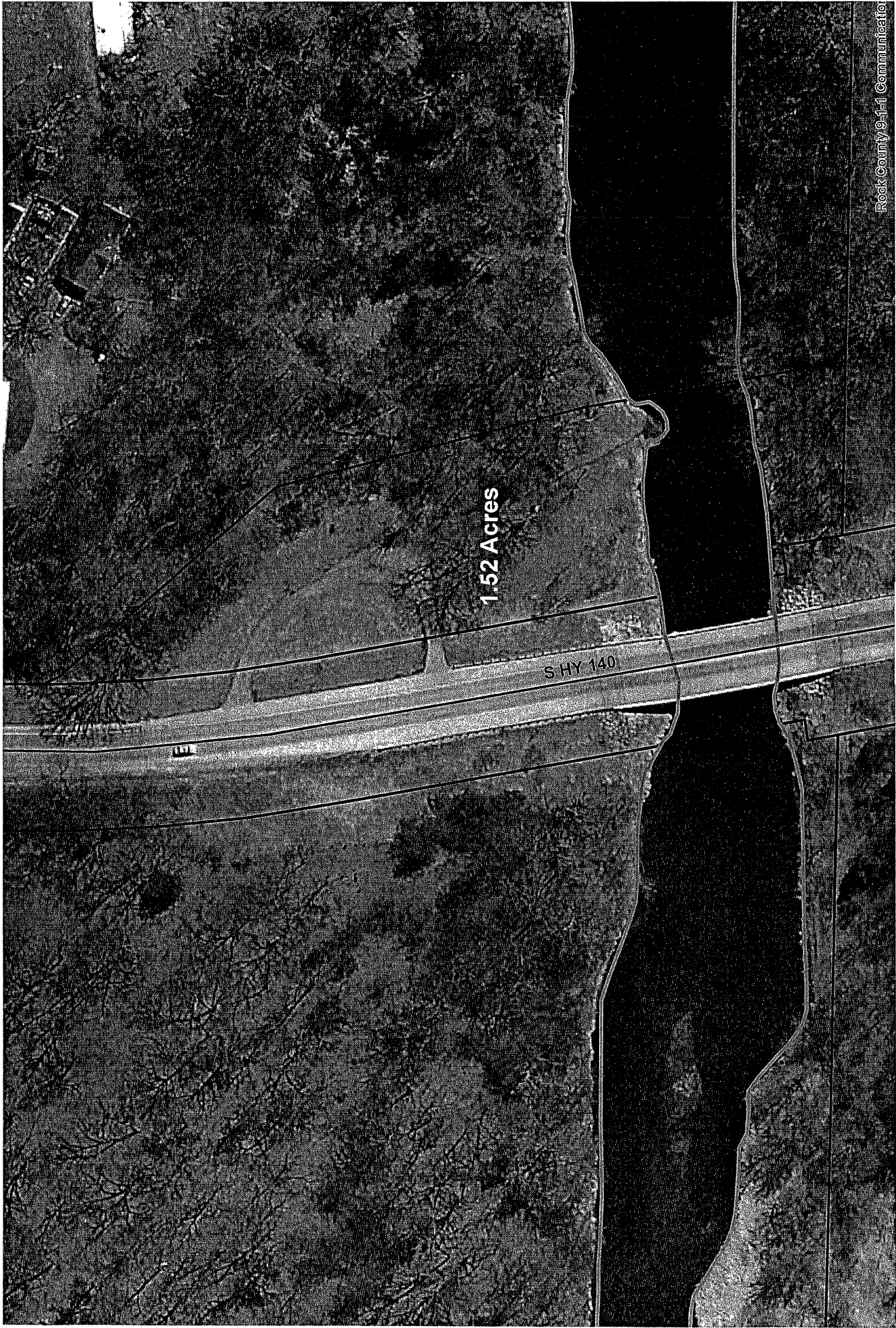
His only interest is in selling. I asked how much and he said \$30,000. I told him that I know Rock County would not pay \$30,000 for that piece (my opinion). I asked him if he was interested in a license agreement (or whatever Brent's term was) with Rock County to relieve him from liability. He said he just wanted to sell it.

However he also said no one has shown any interest. He has not received an offer and he is open to the possibility of an offer from Rock County. He would really like to get rid of it. So he may be open to a much more realistic offer.

Perhaps **the Friends of Turtle Creek** could raise some money or write a grant to assist Rock County in purchasing the property? To do this, I'm guessing we would need to have an accepted offer from Andy subject to us being able to raise the money? Just an idea at this point. Since Friends is not a formal group, perhaps it could be run through Rock Trail Coalition or the Confluence.

I'm copying Therese and Tom for their reactions regarding the possibility of fundraising.

Dean Paynter
608.289.5672



Rock County 9-1-1 Communicator

1.52 Acres

S HY 140



Rye Farms Property

10-4-2016



1 inch = 89 feet

Airphoto: 2015

AMY FRIEND

From: Jeremy DeLong <jeremydelong1@gmail.com>
Sent: Friday, January 13, 2017 12:29 PM
To: LORI WILLIAMS
Subject: Re: Request

Follow Up Flag: Follow Up
Due By: Friday, January 13, 2017 2:06 PM
Flag Status: Flagged

Lori I received your voicemail and I am okay with you guys going in to clear out the brush that you have posted above.

On Tue, Nov 29, 2016 at 9:34 AM, LORI WILLIAMS <LORI.WILLIAMS@co.rock.wi.us> wrote:

Hi Jeremy,

I wanted to touch base with you in regards to past emails and a request. I have a group of volunteers that have been working in the 5 arch bridge area on the park side to clear debris and overgrown vegetation. That same group of volunteers would like to also clear the vegetation and open up the view from the opposite side, which is your property. If I recall correctly, your families desire is to open up the view but retain ownership of the property. To that end, I am requesting your permission to allow this group of volunteers and some Rock County Park Staff members to access that area via your property to clean up the Invasives and overgrown trees to open up that beautiful view. I have included a picture of the groups work on the other side of the bridge that was recently accomplished. I also included 2 pictures of some of the area they wish to work on. Please feel free to give me a call if you would like to discuss. Please advise at your convenience.

Thank you for your consideration.

Lori Williams CPRP MSRA

Rock County Parks Director

3715 Newville Road

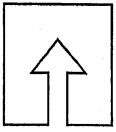
Janesville WI 53545

Ph [608-757-5451](tel:608-757-5451)

Cell [608-295-2623](tel:608-295-2623)

Lori.Williams@co.rock.wi.us

[Like us on Facebook](#)

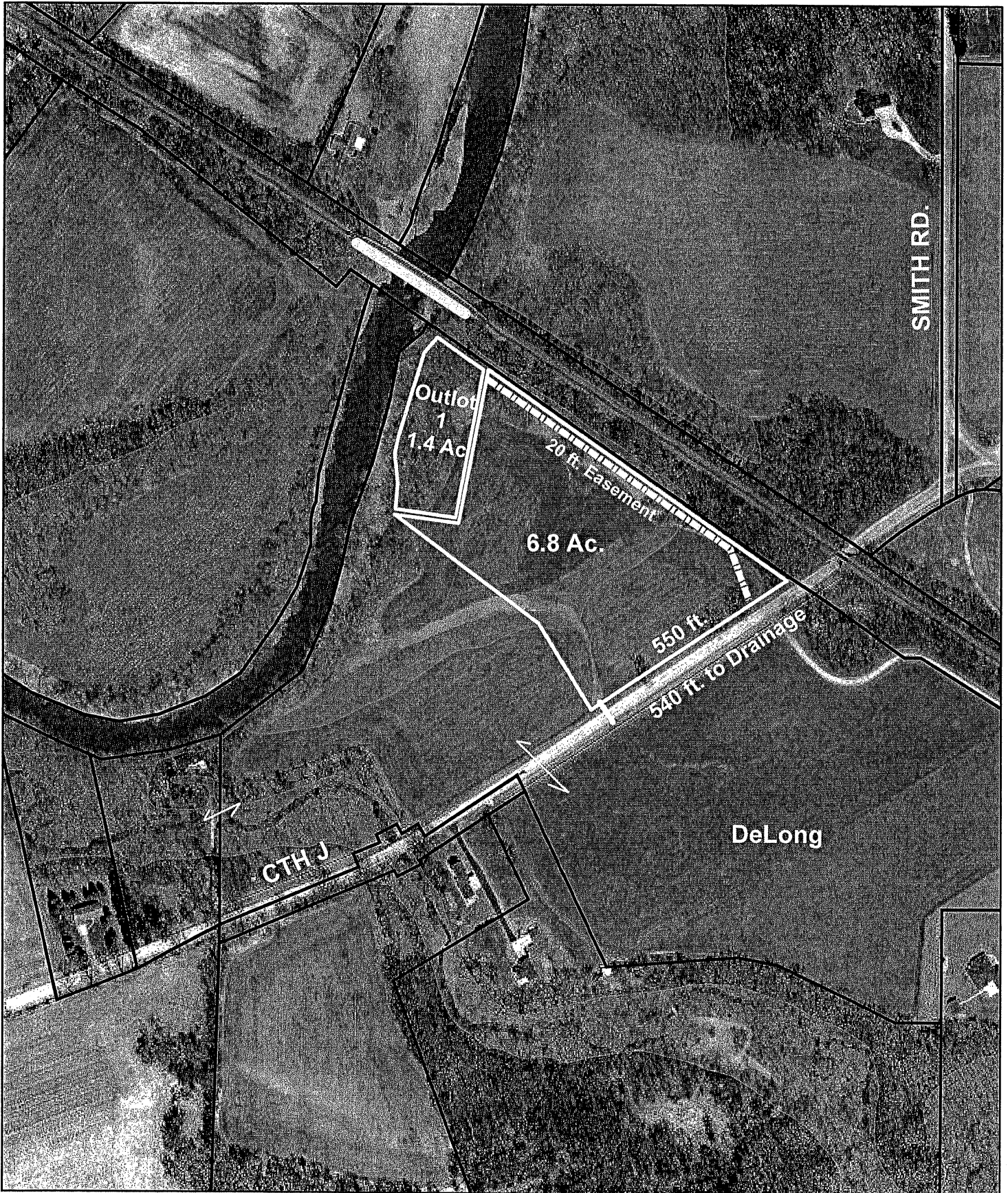


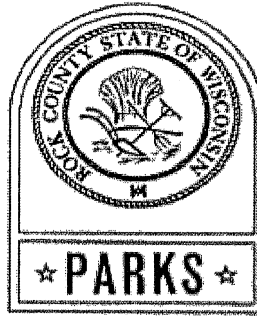
Maribell's View Five-Arch RR Bridge view from CTH J 1.4 + 6.8 Ac. Proposal

Rock County Parks

Revised 2016-10-4

1 in. = 300 ft. Shaded = FEMA floodplain





Parks Director Report

February 6, 2017

Projects in planning and or process

Carver Roehl Park

Fanning construction scheduled for demolition of bathroom.

Vault Toilet ordered and in production, installation in spring.

Erosion Control Project completed.

Candle light hike planned for February 17, 2017.

Indianford Park

Well tested positive for coliform bacteria.

Met with Health Department about plan of action for Indianford well.

Lee Park

Timber Sale contract signatures completed with work this fall or next winter.

\$1,000 payment on timber sale received.

Magnolia Bluff

Signs for trail system project to be installed on 12/7/2016. This was a Joint project with staff and volunteers. 75% complete to be finished in spring.

Sweet Allyn

Ballfield fence installation and field work completed.

Turtle Creek Parkway

Working on canoe launch options and specifications.

Working with contractors on estimates for reworking old water line.

Contacting contractors to get estimates for Kitchen cabinet re-facing and countertop replacement – Waiting for responses.

Welty Center (former)

Welty Center House demolition complete and finish work to be completed.

Miscellaneous

Tentative Trails Grant Award for Beloit to Janesville Trail, waiting on final approval.

Snowmobile grant reimbursement completed.

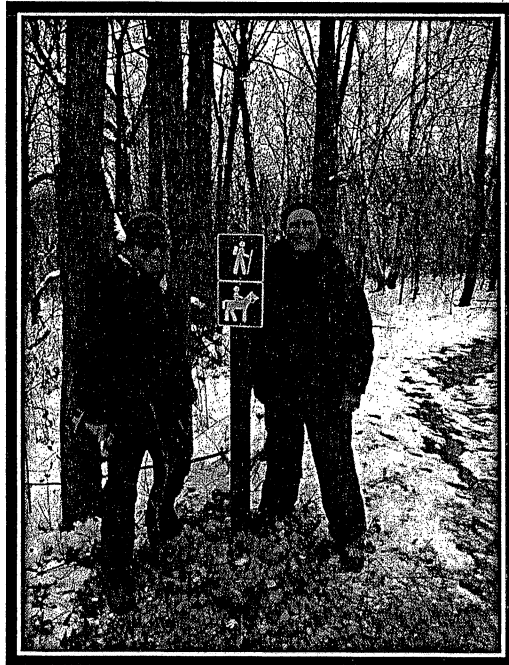
Friends of Rock County Parks meeting held on January 18, 2017 at 6:00 p.m. at Turtle Creek Parkway. Positive reception of 15 citizens.

Publicized new wood cutting policy and permit process underway.

Park Shelter reservation season underway.



Carver Roehl Erosion Control Project



Magnolia Bluff Sign Project