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# 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

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Public Works Committee Meeting – Parks  
Tuesday, December 12, 2017 – 8:00 a.m.  
Public Works Department- Committee Room  
3715 Newville Road  
Janesville WI 53545

## A G E N D A

1. Call to Order
2. Approval of Agenda
3. Approval of Minutes of November 9, 2017
4. Citizen Participation, Communications, and Announcements
5. **PARKS BUSINESS**
  - a. Discussion and Possible Action – Re-referred Resolution Authorizing Acceptance of Carol Miller Land Donation
  - b. Discussion and Possible Action – Gibbs Lake House Lease
  - c. Discussion and Possible Action – Eager Family Trust Donation for Establishment of a Rock County Parks Endowment Fund Through the Natural Resource Foundation
  - d. Directors Report – See Attached
  - e. Next Meeting Date: Tuesday, January 9, 2018 at 8:00 a.m. at the Department of Public Works
6. Adjournment

# RESOLUTION

## ROCK COUNTY BOARD OF SUPERVISORS

Public Works Committee  
Initiated by

Public Works Committee  
& Parks Advisory Committee  
Submitted by



Lori Williams, Parks Director  
Drafted by

November 1, 2017  
Date Drafted

### AUTHORIZING ACCEPTANCE OF CAROL MILLER LAND DONATION

1 **WHEREAS**, Carol Miller has expressed a desire to make a donation of her land to Rock County. The  
2 legal description of this property is attached. Said property is located in Fulton Township at the  
3 confluence of the Yahara and Rock Rivers; and  
4

5 **WHEREAS**, the Department of Public Works Parks Division toured Ms. Miller's property and found it  
6 to provide an opportunity for Rock County to expand its Parks land holdings by approximately fifty-four  
7 (54) acres; and  
8

9 **WHEREAS**, said property is subject to a perpetual easement to the Wisconsin River Company for the  
10 right to erect and maintain a line of towers and wires for the transmission of electrical current; and  
11

12 **WHEREAS**, said property is also subject to a perpetual easement of approximately thirteen (13) acres to  
13 the United States of America, the purpose of which is to restore, protect, manage, maintain and enhance  
14 the functional values of wetlands and other lands and for the conservation of natural values including  
15 fish and wildlife and their habitat, water quality improvement, flood water retention, groundwater  
16 discharge, open space, aesthetic values and environmental education. This easement does allow for  
17 fishing and other recreational uses that are consistent with the long-term protection and enhancement of  
18 the wetland and other natural values of the easement area.  
19

20 **NOW THEREFORE BE IT RESOLVED** that the Rock County Board of Supervisors duly assembled  
21 this \_\_\_\_\_ day of \_\_\_\_\_, 2017 does hereby authorize the acceptance of the land  
22 donation by Carol Miller, as set forth in the attached legal description, and;  
23

24 **BE IT FURTHER RESOLVED** that the County Board Chair and the County Clerk be authorized to  
25 execute legal documents related to the land donation on behalf of the County, and;  
26


27 **BE IT FURTHER RESOLVED** that the property received by Rock County through this land donation  
28 will remain park and wildlife area, open to the public for passive recreation. Improvements such as a  
29 gravel roadway, small parking area and hiking trails will be permissible.  
30

31 **BE IT FURTHER RESOLVED** that a sign shall be erected honoring Carol Miller and her family for  
32 this donation.

17-11D-413

## AUTHORIZING ACCEPTANCE OF CAROL MILLER LAND DONATION

Page 2

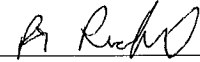
Respectfully submitted,  
PUBLIC WORKS COMMITTEE  
Betty Jo Bussie, Chair

Absent

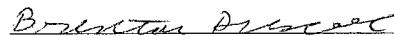
Brent Fox, Vice-Chair

Absent

Eva M. Arnold

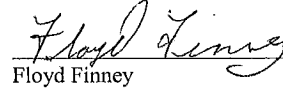
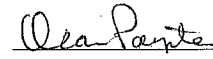


Rick Richard

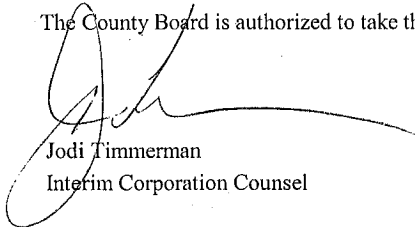


Brenton Driscoll

PARKS ADVISORY COMMITTEE

Absent  
Tom Presny  
Floyd Finney  
Dean PaynterLEGAL NOTE:

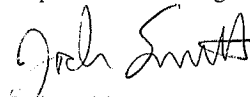
The County Board is authorized to take this action pursuant to section 59.52(6), Wis. Stats.

Jodi Timmerman  
Interim Corporation CounselFISCAL NOTE:

Costs associated with this donation include the upfront costs of title insurance and the survey. Costs also include the ongoing maintenance and improvement of the property.

Sherry Oja  
Finance DirectorADMINISTRATIVE NOTE:

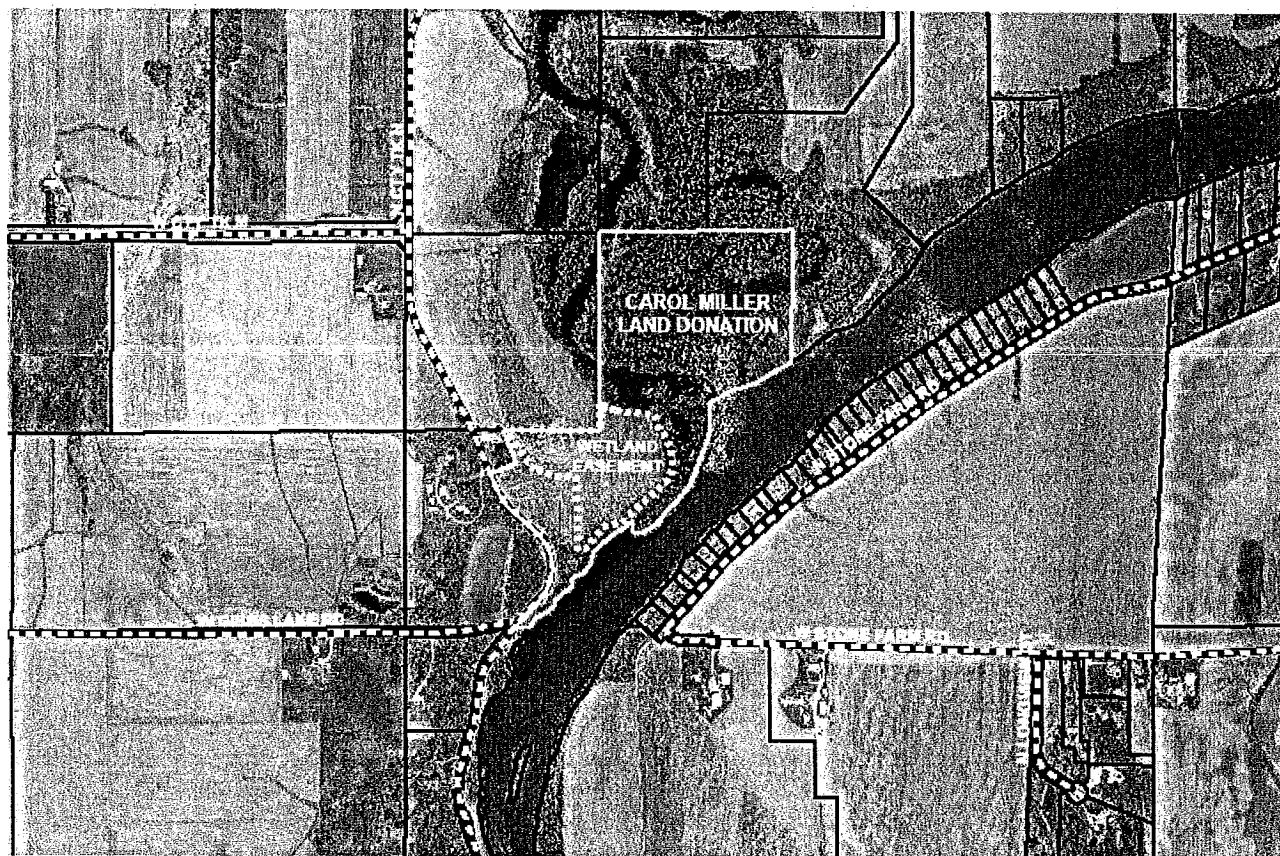
Increasing County park land is consistent with Goal 12.16 ("Acquire additional park space to address gaps in level of service") of Rock County's Parks, Outdoor Recreation and Open Space (POROS) plan, and land donations are a cost-effective way to acquire and preserve natural spaces. I should note that in the 2018 budget I did not recommend the Public Works Department's request to add 1.0 FTE staff to help with maintaining the growing park system.

Josh Smith  
County Administrator

- EXECUTIVE SUMMARY -  
**AUTHORIZING ACCEPTANCE OF  
 CAROL MILLER LAND DONATION**

Rock County Parks was contacted by Carol Miller regarding her desire to donate land to the County.

The parcel is approximately 54 acres of land, parcel number 6-6-303, comprised of FRL LOT 3 & 4 E OF HWY (EXC VOL 442 P 492) (EXC 132-13) - plat. The parcel is adjacent to the Yahara River where it convenes with the Rock River. Part of the Donation is in the Wetland Reserve Program as an easement and remains with the land in perpetuity.



**Carol Miller Land Donation  
 Yahara & Rock River Confluence**

**Legend**



**Airphoto: Spring 2016**  
 1 inch = 800 feet



Rock County Wisconsin, 2016  
 Rock County Planning & Development Department

Rock County Parks will be responsible for all costs associated with the land donation: the title insurance policy and a land boundary survey.

The Public Works Committee voted unanimously in favor of pursuing the acceptance of this land donation at their March 14, 2017 meeting.

## SCHEDULE C

Commitment No. 17-105665

## PROPERTY DESCRIPTION

The land referred to in this Commitment is described as follows:

55 acres of land more or less in Section 19, T.4N., R.12E., Township of Fulton, Rock County, Wisconsin, described as follows: That part of the East 1/2 of the SW 1/4 of said Section 19, lying West of Rock River and that part of the SW 1/4 of the SW 1/4 of Section 19, lying East of the Highway, ALSO known as Fractional Lot 3, and that part of Fractional Lot 4 lying East of the Highway, EXCEPTING THEREFROM, the following described premises: Commencing at a point on the Northeasterly margin of State Trunk Highway No. 184, located 80 feet Southeasterly from the North line of the SW 1/4 of the SW 1/4 of Section 19, T.4N., R.12E., Rock County, Wisconsin; thence Southeasterly along the Northeasterly margin of said Highway 100 feet; thence at a right angle Northeasterly 66 feet; thence at a right angle Northwesterly 100 feet; thence at a right angle Southwesterly 66 feet to the point of beginning, FURTHER EXCEPTING THEREFROM, Part of the SW 1/4 of the SW 1/4 of Section 19, T.4N., R.12E. of the 4th P.M., Fulton Township, Rock County, Wisconsin, described as follows: Commencing at the West 1/4 corner of Section 19, T.4N., R.12E.; thence South, along the West line of the SW 1/4 of said Section, 1325.17 feet; thence N.89°32'27"E., along the North line of the SW 1/4 of the SW 1/4 of said Section, 457.16 feet to the place of beginning for the land to be herein described; thence continuing N.89°32'27"E. 210.00 feet; thence S.21°57'47"E. 235.10 feet; thence S.68°02'13"W. 195.40 feet; thence N.21°57'47"W. along the centerline of S.T.H. "184", 119.10 feet; thence N.68°02'13"E. 99.00 feet; thence N.21°57'47"W. 100.00 feet; thence S.68°02'13"W. 99.00 feet; thence N.21°57'47"W. along said centerline, 93.00 feet to the place of beginning.

First American Title Insurance Company

1 First American Way, Santa Ana, CA 92707

Authorized Agent - Brabazon Title Co., Inc., PO Box 901, Beloit, WI 53512

Schedule C (6/17/06) ALTA Commitment Copyright 2006-2009 American Land Title Association. All rights reserved.

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AMERICAN  
LAND TITLE  
ASSOCIATION



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

ISSUE - Gibbs Lake House Lease for 2018

DISCUSSION - The Gibbs Lake House Lease is again up for renewal for 2018. Given the current monthly rate of \$798.00 and current URI (Urban rate of inflation) 2.0%. I would offer three options, the first being an increase of 2% or \$15.96 per month, which would be \$ 813.96, the second being to round that figure up to \$815.00, or the third being no increase and remain at \$798.00, which would be consistent with the Airport.

RECOMMENDATION – Approval of \$815 per month rate.

Respectfully submitted by,

A handwritten signature in cursive script that reads "Lori Williams".

Lori A Williams  
Parks Director



**Natural Resources  
FOUNDATION**  
*of Wisconsin*

**AGREEMENT**

between

**Rock County Parks**

and

**Natural Resources Foundation of Wisconsin  
for creation of the [AGENCY] Fund**

This Agreement is made by and between Rock County Parks, a qualified exempt organization, hereinafter referred to as the "AGENCY," and the Natural Resources Foundation of Wisconsin, Inc., also a qualified exempt organization, hereinafter referred to as the "Foundation."

**WHEREAS**, AGENCY was created for [purpose here]; and

**WHEREAS**, the Foundation was created to promote the knowledge, enjoyment, and stewardship of Wisconsin's natural resources, and to raise money and provide funds for projects in support of local, regional, and statewide conservation efforts; and

**WHEREAS**, the Foundation serves in the capacity as a community foundation for conservation in the State of Wisconsin, whereby it may receive and administer funds as endowments for various conservation needs and organizations throughout the state; and

**WHEREAS**, AGENCY wishes to establish a fund, classified as an agency fund, as a perpetual endowment to support the purposes of AGENCY and the Foundation, and the Foundation desires to accept an initial deposit of funds from AGENCY to establish the fund under the terms and conditions herein; and

**WHEREAS**, the fund shall be invested and managed by the Foundation in accordance with the Foundation's Investment Policy and the Foundation's Agency Fund Policy, as they may be amended from time to time.

**NOW THEREFORE**, in consideration of the mutual covenants and promises herein, the parties hereby agree as follows:

1. Establishment of Fund. A fund shall be established on the books of the Foundation and shall be known as the [AGENCY] Fund, hereinafter, the "Fund." The Foundation acknowledges its receipt of \$20,000 and agrees to accept additional contributions to the Fund and to hold, invest, reinvest, administer and distribute the Fund in accordance with the terms and conditions herein.
2. Purpose. The Fund shall be used for support of the charitable, scientific or educational purposes of AGENCY.

3. Property of the Fund. The Fund shall be the exclusive property of the Foundation, held by it in its corporate capacity, and shall not be deemed a trust fund held by it in a trustee capacity. The Foundation shall have the ultimate authority and control over all assets in the Fund, and the income derived from them.
4. Distributions.
  - a) Annual Distributions. On an annual basis either in January or July, whichever is closest to the Fund's anniversary and following an initial 12-month minimum initiation period, the Foundation will make distributions from the Fund. AGENCY has the option of receiving a distribution of the Fund assets on an annual basis or keeping it in the endowment, thereby building the Fund. The Foundation's current policies provide for distributions in the amount of 4.5% percent of the average value of the Fund assets over the life of the Fund or up to the prior 12 quarters, whichever is less. The Foundation may withhold the distribution in any year if the amount of the distribution is less than \$500 or if the value of the fund following distribution would fall below the historic dollar value of the fund defined as the original gift and any additional contributions. The Foundation's Board of Directors reviews these policies from time to time and reserves the right to change the distribution procedure, rate and timing, provided that such changes shall be applied uniformly to all funds administered by the Foundation.
  - b) Other Distributions. The Parties to this Agreement understand that the Fund is to be a perpetual endowment as a component fund of the Foundation to provide a reliable and continuing source of revenue to AGENCY through the annual distribution. However, distributions in excess of the amount dictated by the Foundation's distribution policy may be made to AGENCY in any year as determined by the Foundation's Board of Directors provided one of the following conditions is met: 1) the distribution is for the purpose of enabling AGENCY to acquire or renovate a capital asset; 2) AGENCY is faced with unexpected financial needs that are not likely to recur, and the distribution will enable AGENCY to meet those needs. Recommendations for such distributions may be made from time to time to the Foundation by the Foundation's Executive Committee.
  - c) Use of Distributions. All distributions from the Fund shall be used by AGENCY consistent with the purpose of the Foundation.
5. Investment. The Foundation may pool the Fund assets with its other component funds and shall manage such assets in accordance with the Investment Policy adopted by its Board of Directors. The Foundation shall have the authority to invest and reinvest the principal and income of the Fund in any form of property, including common and preferred stocks, mutual funds, bonds, limited or general partnerships, limited liability companies, common trust funds and improved or unimproved real estate, in any amounts or proportions (without any duty of diversification and without regard to risk of loss resulting from lack of diversification), regardless of the rate of return thereon or the risk involved therein, as the Foundation shall determine to be in the best interests of the Fund. The Foundation shall have no liability for any decision with respect to its investment of the Fund assets except for gross negligence or willful misconduct.
6. Administrative Fees. The Foundation shall impose an annual administrative fee of 1% if the Fund value is between \$15,000 and \$249,999, 0.9% if valued between \$250,000 and \$499,999, 0.8% if valued between \$500,000 and \$999,999, and 0.7% if valued at \$1,000,000 or more.



The fee will be deducted quarterly from the Fund, calculated as 1/4 of the annual fee multiplied times the average fund value of the prior four quarters. In addition, the Fund shall be subject to internal investment and management fees imposed on Fund assets by mutual funds or other assets held in the Fund. The Foundation reserves the rights to: (a) charge the Fund for any extraordinary costs directly related to management or operation of the Fund, and (b) change the fee policy from time to time, provided that any changes shall be applied uniformly to all funds administered by the Foundation.

7. Additional Contributions. Additional contributions to the Fund by AGENCY, and/or by others, whether by gift, bequest or device, may be accepted at any time with the approval of the Foundation and shall be held, managed and disbursed in accordance with this Agreement.

8. Reporting. Following disbursement of the annual distribution, the Foundation shall provide AGENCY with an accounting showing the beginning and ending balance of the Fund, earnings and charges imposed. In addition, the Foundation shall provide AGENCY with annual reports of its activities and, upon AGENCY's request, a copy of its annual audited financial statements.

9. Representations.

a) Each party has reviewed satisfactory evidence that the other party is a "qualified exempt organization" meaning that it: (i) is a duly organized and validly existing nonstock corporation in good standing under the laws of the State of Wisconsin with full power to carry on its business as it is now being conducted; (ii) is a public charity exempt from taxation pursuant to I.R.C. § 501(c)(3); (iii) is an organization described in IRC § 170(c); and (iv) is not a private foundation nor a Type III supporting organization as defined by IRS.

b) The execution, delivery and performance of this Agreement and of all of the other documents and instruments required hereby are within the authority of each party. The execution and delivery of this Agreement by the undersigned and the consummation of the transactions contemplated hereby have been duly authorized by the Boards of Directors of each party.

c) It is intended that the Fund shall be a component part of the Foundation and that nothing in this Agreement shall affect the status of the Foundation as an entity that is a qualified exempt organization. This Agreement shall be interpreted in a manner consistent with this intention and so as to conform to the requirements of the Internal Revenue Code and any regulations issued pursuant thereto applicable to the intended status of the Foundation.

10. Change of Qualified Exempt Organization Status or Purpose.

a) If at any time either party receives information indicating that said party has lost or is threatened with the loss of its status as a qualified exempt organization as described in para. 9(a), or if at any time the purpose of either party changes it shall promptly inform the other party. These or other notices for purposes of this Agreement shall be provided in writing addressed to the following, or to a different person or address upon notification of either party:

AGENCY  
3715 Newville Road  
Janesville, WI 53545

Natural Resources Foundation of Wisconsin  
Attn: Executive Director  
P.O. Box 2317, Madison, WI 53701-2317

- b) In the event AGENCY is dissolved, loses its status as a qualified exempt organization, or changes its purpose so as to be inconsistent with the Foundation's current purpose, the balance of the Fund shall continue to be held and managed by the Foundation, and distributions from the Fund shall be applied to purposes the Foundation deems consistent with AGENCY's original purpose.
- c) In the event the Foundation is dissolved, loses its status as a qualified exempt organization, or changes its purpose to be inconsistent with AGENCY's purpose, the balance of the Fund shall be distributed to AGENCY. However, if AGENCY has ceased to exist or is no longer a qualified exempt organization, the balance of the Fund shall be distributed in accordance with the Foundation's Articles of Incorporation (1986).

11. Miscellaneous.

- a) This Agreement may be executed in several counterparts and all so executed shall constitute one agreement, binding on all the parties hereto, notwithstanding that all of the parties may not be signatories to the same counterpart, provided that each party is a signatory to at least one counterpart.
- b) This Agreement may be amended by a writing signed by both parties.
- c) This Agreement constitutes the entire agreement of the parties. All prior agreements among the parties, whether written or oral, are merged herein and shall be of no force or effect.
- d) This Agreement shall be binding upon and inure to the benefit of each of the parties and their respective heirs, administrators, executors, successors, assigns, and legal representatives.
- e) This Agreement and the validity and the construction hereof shall be determined and governed in all respects by the internal laws of the State of Wisconsin.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2018

AGENCY

By: \_\_\_\_\_

Its: \_\_\_\_\_

Natural Resources Foundation of Wisconsin

By: \_\_\_\_\_  
Executive Director



## **Parks Director Report**

**December, 2017**

### **Projects in planning and or process**

#### **Beckman Mill Park**

Post installed for Security Camera at Parking lot entrance.

#### **Beloit to Janesville Trail**

Working with staff and volunteers on trail establishment.

#### **Carver Roehl Park**

Fall Controlled Burn was held.

#### **Gibbs Lake Park**

Working with DNR on dredging permits for boat launch area waiting on public input period.

Planks for boat Launch area ordered and delivered.

#### **Magnolia Bluff Park**

Working with Mike Riter of Trail Design Specialists on Magnolia Bluff Trail and reworking some areas, date set for early spring 2018.

Controlled burn held on south west bluff

Horse Trail School Set for Magnolia Bluff County Park with dates being finalized sometime May - June.

### **Miscellaneous**

All Boat Docks/Piers taken out for the season.

Cement Slab poured for Bench Donation at Magnolia Bluff Park.

Working on Carol Miller land donation resolution.

Working with Andy Rye on 140 Property.

Horse trails closing by December 8, 2017.

Working with the Eager Family Trust on an endowment fund donation.

Working with Facilities Management on Health Care Center Sign

Working with Facilities Management on DPW sign refurbishment.

Working with Firm for Smith Road Bridge Study.

Putting specs together for Happy Hollow Bathroom Project.

Snow Mobile reimbursement in process.

Snowmobile Advance payment Received.

Rock Trail Donation of \$3,000 received for the Rye 140 Property.



**Magnolia Bluff West Overlook**



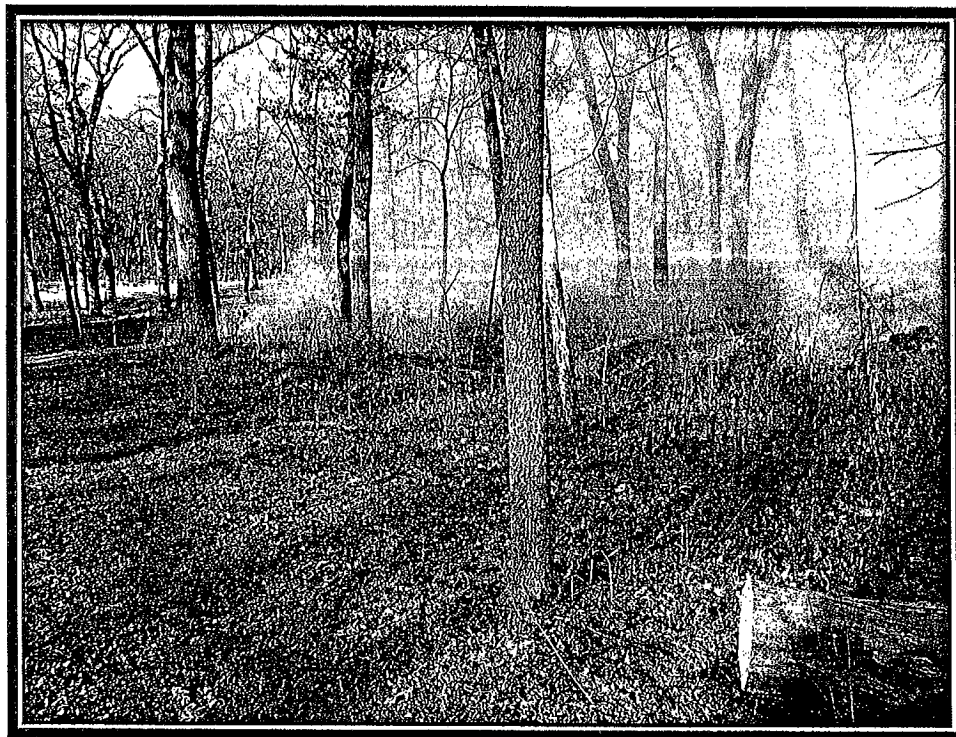
Magnolia Bluff West Overlook



Magnolia Bluff Donated Bench Location – to be installed.



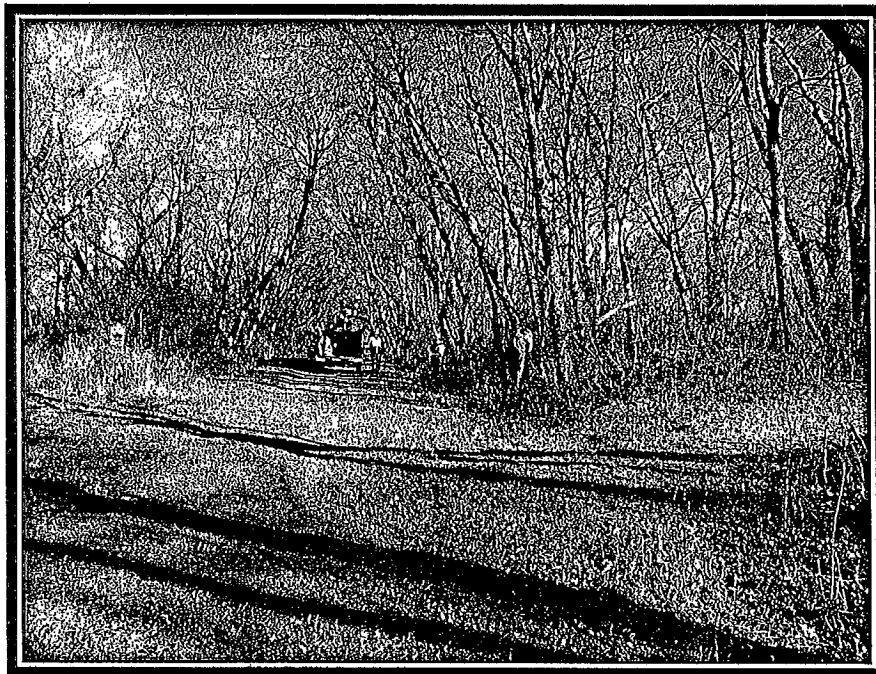
Magnolia Bluff Fall Burn



Carver Roehl Fall Burn



Pelishek – Tiffany Nature Trail work



Pelishek-Tiffany Trail Tree work



**Beckman Mill Boardwalk**



**Ice Age Trail from City of Janesville Trail Head/ Parking lot area**