

CITY OF LAKE GENEVA

626 Geneva Street
Lake Geneva, WI 53147
(262) 248-3673
www.cityoflakegeneva.com



Memorandum

19.

Date: January 10, 2017

To: Public Works Committee

From: Blaine Oborn, City Administrator

Subject: Discussion/Recommendation extension of the White River Crossing Acquisition (part of former Hillmoor Golf Course Property) Grant and Modification to include Acquisition or Easement Purchase and/or Facilities Installation

The City in 2012 received a DNR Outdoor Recreation Aids Grant for \$85,000 with the City providing a 50% match of \$85,000 to acquire 60.6 acres of land referred to as the White River Crossing for a park to include the development of a recreational trail as well as canoeing, kayaking and fishing opportunities. The property is the wetlands area along the White River that is part of the old Hillmoor Golf Course Property. It is my understanding that the previous owners would not agree to the sale of the property at the \$170,000 appraised value, so the project did not move forward.

The City Council authorized an updated appraisal in January 2017 with the property revalued at \$140,000. The City and the Geneva Lake Conservancy (GLC) have been meeting with the new property owner regarding the property with discussions continuing. From the discussions it has become apparent that flexibility in usage of the grant may be needed beyond just for acquisition. Also, the grant expires December 31, 2017.

I am recommending the City request a grant extension and modification of the grant to include acquisition or Easement Purchase and/or Facilities Installation.

State of Wisconsin
DEPARTMENT OF NATURAL RESOURCES
101 S. Webster Street
Box 7921
Madison WI 53707-7921

Scott Walker, Governor
Daniel L. Meyer, Secretary
Telephone 608-266-2621
Toll Free 1-888-936-7463
TTY Access via relay - 711



October 31, 2017

► GRANT PROJECT EXPIRATION ◀
Land and Water Conservation Fund Aids
Grant# 55-01876
Grant End Date: December 31, 2017

Blaine Oborn, City Administrator
City of Lake Geneva
626 Geneva St
Lake Geneva, WI 53147

Dear Mr. Oborn:

The grant agreement is expiring for the following project: *White River Crossing Acquisition*

To date, no final billing has been received for this project. Within two weeks, please notify me in writing of the current status of this project. My email address is Sara.deBruijn@wisconsin.gov. In order to be eligible for reimbursement, all costs for the project must be incurred on or before the project expiration date.

If the project has been completed, the final billing should be sent in within 6 months of the project expiration date. If a time extension is needed, please request one in writing before your original agreement ends and describe why the extension is needed.

Please feel free to contact me at 414-263-8704, or via email address above if you have questions or concerns.

Sincerely,

A handwritten signature in blue ink that reads 'Sara deBruijn'. The signature is written in a cursive, flowing style.

Sara deBruijn
Grants Specialist

State of Wisconsin
 Department of Natural Resources
 P. O. Box 7921
 Madison, WI 53707-7921

OUTDOOR RECREATION AIDS GRANT AGREEMENT
 Form 8700-065 Rev. 01-10

Notice: Collection of this information is authorized under ss. 23.09(11), 23.09(26), 350.12(4), 23.33, and 30.92, Wis. Stats., and chs. NR 7, NR 50, NR 51, and NR 64, Wls. Admin. Code. Personally identifiable information collected will be used for program administration and may be made available to requesters as required under Wisconsin's Open Records Law [ss.19.31 - 19.39, Wis. Stats].

Grantee/Project Sponsor City of Lake Geneva	Project Number 55-01876								
Project Title White River Crossing Acquisition									
Period Covered by This Agreement August 13, 2012 Through December 31, 2016	Name of Program Land and Water Conservation Fund Aids								
Project Scope and Description of Project The City of Lake Geneva will acquire 60.6 acres of land for a park that will include the development of a recreational trail as well as canoeing, kayaking and fishing opportunities.									
PROJECT FINANCIAL ASSISTANCE SUMMARY:	The following documents are hereby incorporated into and made part of this agreement:								
<table border="0"> <tr> <td>Total Project Cost</td> <td style="text-align: right;">\$170,000.00</td> </tr> <tr> <td>Cost-Share Percentage</td> <td style="text-align: right;">50%</td> </tr> <tr> <td>State Aid Amount</td> <td style="text-align: right;">\$85,000.00</td> </tr> <tr> <td>Project Sponsor Share</td> <td style="text-align: right;">\$85,000.00</td> </tr> </table>	Total Project Cost	\$170,000.00	Cost-Share Percentage	50%	State Aid Amount	\$85,000.00	Project Sponsor Share	\$85,000.00	<ol style="list-style-type: none"> 1. <i>Chapter NR 50, Wisconsin Administrative Code</i> 2. <i>Application Dated 12/19/2011</i>
Total Project Cost	\$170,000.00								
Cost-Share Percentage	50%								
State Aid Amount	\$85,000.00								
Project Sponsor Share	\$85,000.00								

A. General Conditions:

1. The State of Wisconsin Department of Natural Resources (Department) and the Sponsor mutually agree to perform this agreement in accordance with the Land and Water Conservation Fund Aids and with the project proposal, application, terms, promises, conditions, plans, specifications, estimates, procedures, maps and also any assurances attached and made a part of this agreement.
2. This agreement, together with any referenced parts and attachments, shall constitute the entire agreement and previous communications or agreements pertaining to the subject matter of this agreement are superseded. Any revisions, including cost adjustments, must be made by an amendment to this agreement or other written documentation, signed by both parties, prior to the termination date of the agreement. Time extensions and scope changes to the agreement may be granted to the Sponsor by the Department in writing without the requirements of Sponsor signature.
3. Failure by the sponsor to comply with the terms of this agreement shall not cause the suspension of all obligations of the State if, in the judgment of the Secretary of the Department, such failure was due to no fault of the Sponsor. In such case, any amount required to settle at minimum costs any irrevocable obligations properly incurred shall be eligible for assistance under this agreement, at the Department's discretion.

The Project Sponsor:

4. Agrees to comply with all applicable Wisconsin Statutes and Wisconsin Administrative codes in fulfilling terms of this agreement. In particular, the Sponsor agrees to comply with the provisions of Chapter NR 50, Wis. Adm. Code, as well as comply with all applicable local and state contract and bidding requirements. The sponsor should consult its legal counsel with questions concerning contracts and bidding.
5. May decline the offer of financial assistance provided through this agreement, in writing, at any time prior to the starting of the project and before expending any funds. After the project has been started or funds expended, this agreement may be rescinded, modified, or amended only by mutual agreement in writing.
6. Agrees, to save, keep harmless, defend and indemnify the Department and all its officers, employees and agents, against any and all liability claims, costs of whatever kind and nature, for injury to or death of any person or persons, and for loss or damage to any property (state or other) occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operation or performance of work in connection with this agreement or omissions of Sponsor's employees, agents or representatives.
7. Agrees to reimburse the Department of any and all funds the Department deems appropriate in the event the Sponsor fails to comply with the conditions of this agreement or project proposal as described, or fails to provide public benefits as indicated in the project application, proposal description or this agreement. In addition, should the Sponsor fail to comply with the conditions of this agreement, fail to progress due to non-appropriation of funds, or fail to progress with or complete the project to the satisfaction of the Department, all obligations of the Department under this agreement may be terminated, including further project cost payment.
8. Agrees, in connection with the performance of work under this agreement, not to discriminate against any employee or applicant for employment because of age, race, religion, color, disability, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Stat., sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the Sponsor further agrees to take affirmative action to ensure equal employment opportunities, as required by law. The Sponsor agrees to post in conspicuous places available, for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.

The Department:

9. Promises, in consideration of the covenants and agreements made by the Sponsor, to obligate for the Sponsor the amount of \$85,000.00, and to tender to the Sponsor that portion of the obligation which is required to pay the Department's share of the costs based upon the state providing 50 percent of eligible project costs. The Sponsor promises, in consideration of the promises made by the Department, to execute the project described in accordance with this agreement.
10. Agrees that the Sponsor shall have sole control of the method, hours worked, and time and manner of any performance under this agreement other than as specifically provided in this document. The Department reserves the right only to inspect the job site or premises for the sole purpose of insuring that the performance is progressing or has been completed in compliance with the agreement. The Department takes no responsibility of supervision or direction of the performance of the agreement to be performed by the Sponsor or the Sponsor's employees or agents. The Sponsor is an Independent Contractor for all purposes, not an employee or agent of the Department. The Department further agrees that it will exercise no control over the selection and dismissal of the Sponsor's employees or agents.

B. Special Conditions:

The following special project terms and conditions were added to this agreement before it was signed by the parties hereto:

- a. Property acquired or developed with assistance from this program shall not be converted to uses inconsistent with public outdoor recreation without the approval of this Department and the Department of the Interior National Park Service.
- b. Acquisition of real property shall be in accordance with Federal guidelines for preparation of appraisals and relocation assistance.
- c. The following clause must be entered in the deed: "The rights herein conveyed are subject to the interests of the State of Wisconsin, and the Department of Interior Land and Water Conservation Fund Program described in the Land and Water Conservation Fund Act of 1965 (Public Law 88-578, 78 State 897), Chapter NR 50 of the Wisconsin Administrative Code, and Grant Agreement Number 55-01876 (the "Agreement") entered into by City of Lake Geneva and between the Wisconsin Department of Natural Resources and the Grantee on _____(date agreement signed). By acceptance of this deed, the Grantee, for itself and its successors and assigns, hereby covenants and agrees not to convey, sell, lease, assign or mortgage the property herein conveyed or convert it to uses or purposes inconsistent with the Land and Water Conservation Fund Program and Agreement without the prior written approval of the Wisconsin Department of Natural Resources and the Department of the Interior."
- d. The Sponsor must assure compliance with the requirements of Section 106 of the National Historic Preservation Act (16 U.S.C. 470f.) and its implementing regulations, 36 code of federal regulations, Part 800.
- e. The Sponsor agrees to display a sign at the site acknowledging funding through the Federal Land and Water Conservation Fund.

The persons signing for the Sponsor represents both personally and as an agent of his or her principal that he or she is authorized to execute this agreement and bind his or her principal, either by a duly adopted resolution or otherwise.

STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES
FOR THE SECRETARY

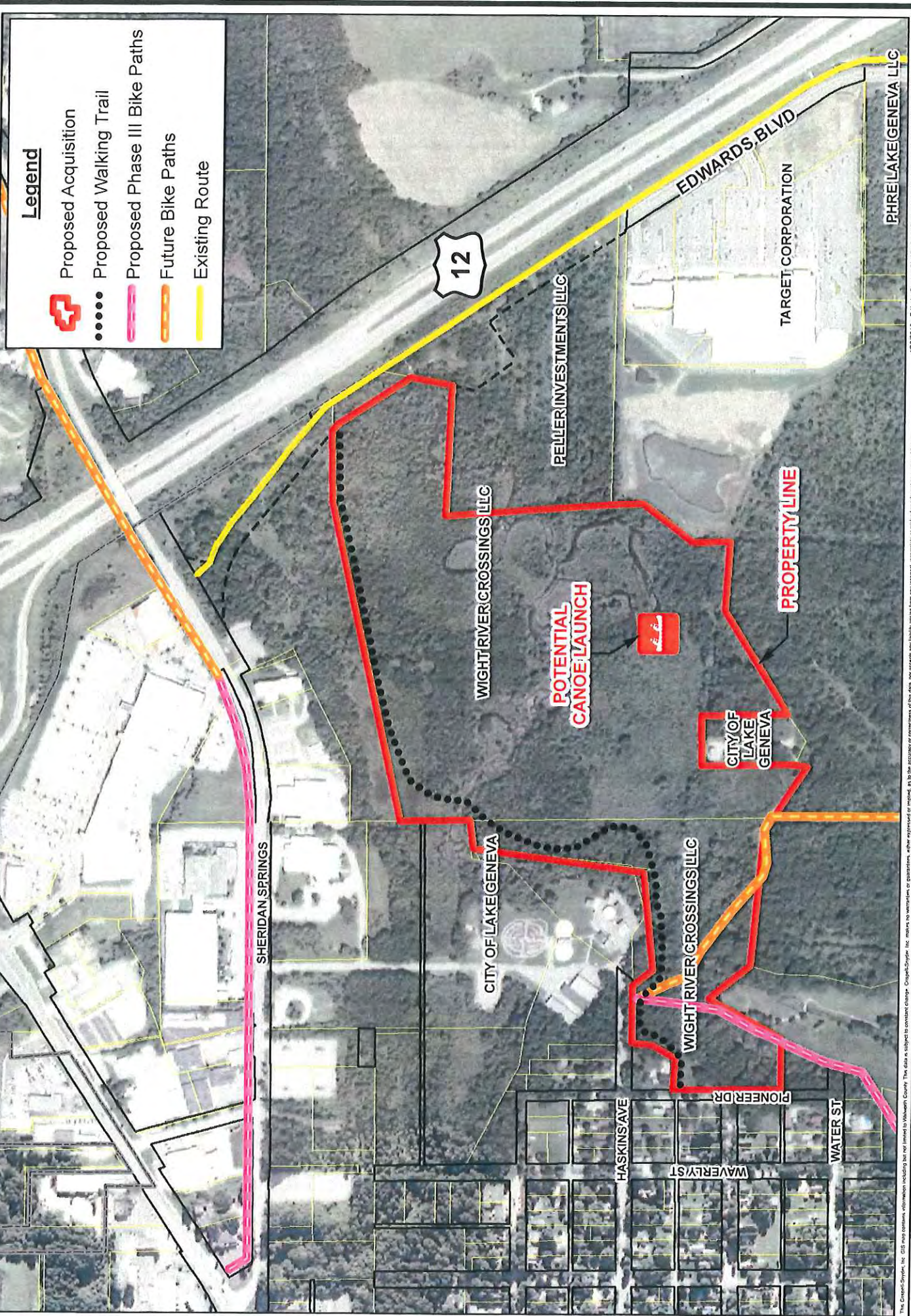
By Dennis E. Jordan
(Signature)

By Mary Rose Teves
Mary Rose Teves, Director
Bureau of Community Financial Assistance


city Administrator
(Title)

September 5, 2012
(Date)

August 28 2012
(Date)



Legend

-  Proposed Acquisition
-  Proposed Walking Trail
-  Proposed Phase III Bike Paths
-  Future Bike Paths
-  Existing Route

City of Lake Geneva
Walworth County, Wisconsin

Site Development Plan

4/30/2010 - R:\Lake Geneva City\Projects\10_0014_001_GS\City_Park_Acq\GIS\City_Park_Site_Development.mxd

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 **CRISPELL-SNYDER, INC.**
LAND SURVEYING & ENGINEERING

1 inch equals 500 feet

SECTION 2: GENERAL PROJECT INFORMATION

1. Total Park Acreage: 61.761 Acreage for this Project: 61.761

Project site is undeveloped Project site is partially developed

2. Are there any underground utility easements or overhead power lines on the property? Explain:
Yes

3. How will the public access the property? (Check types)

Roadway Trail Adjacent applicant property Other: _____

By Water

4. When will the property or facility be open to the public? _____
2012

5. Who is the primary project manager? Applicant from Page 1 Other - Specify:

6. Who is handling the financial administration of the project? Applicant from Page 1 Other - Specify:

7. Estimated Project Timeline:

Acquisition: Have you already purchased the property? If yes, date _____

If so, have you received a DNR "letter of retroactivity" for the project? Yes No

If no, anticipated closing date: 06/01/2012

Development: Anticipated Start Date _____ Anticipated Completion Date _____

8. Describe the current project site. (Include physical characteristics, topography, vegetation cover type, presence of any waterways/wetlands, current land use and zoning classification, etc.)

Wetlands and Environmental Corridor; floodplain, wooded, and lowland areas; water frontage on White River; zoning of Rural Holding (RH)

9. Are there any known controversies/complications with the proposed project? Are there any measures proposed to address the controversies/complications?

Possible problems in dealing with the foreclosure of the property and locating the property owner

10. Have you discussed the project with your regional DNR Community Services Specialist? Yes No

PROJECT DESCRIPTION: Attached additional pages if needed.

(See complete project narrative attached.)

The proposal is to obtain funding assistance to purchase approximately 60 acres of land for the future City Park project. The acquisition includes land from two tax parcels owned by the Wight River Crossing, which is adjacent to approximately 40 acres of property currently owned by the City of Lake Geneva.

Following acquisition, the City will proceed with planned park improvements, including the development of a recreational trail for nature based (passive) recreational activities. A variety of outdoor recreational activities will be provided as a result of the acquisition and planned development of the park, including: hiking, biking, rollerblading, education and research, nature observation, canoeing and kayaking, fishing, snowshoeing, and cross-country skiing.

The intent of the new City Park would be to preserve and protect natural resources in the area, including the White River, floodplains, wetlands, wildlife habitat, and special concern species.

Land acquisition is planned for year 2011-2012.

BACKGROUND SUMMARY:

(See complete project narrative attached.)

The proposed City Park is located on approximately 60 acres which was part of the property owned by the former Hillmoor Golf Course, which is currently in foreclosure. The property in question was not part of the actual golf course, and is located along the White River northeast of downtown Lake Geneva. It is located approximately one-half mile north of Main Street and west of Edwards Boulevard.

The project incorporates recommendations relative to the objectives of several local and regional plans. It is noted on Page 40 of the 2007 City of Lake Geneva Park and Open Space Plan that "through a visioning workshop, Lake Geneva residents have expressed a desire for more natural recreation areas. It is recommended that the City establish a natural area park in the sensitive environmental area along the White River north of the Hillmoor Golf Course... possible activities include a walking path and nature viewing."

The 2009 City of Lake Geneva Comprehensive Plan (page 32) notes that the City is considering several initiatives to protect the area's watershed, including coordinating with the Lake Geneva School District and private schools in the area on educational programs focused on water and natural resources based education.

The Southeastern Wisconsin Regional Planning Commission (SEWRPC) management plan for environmental corridors identifies the location of environmental corridors in and near the City. The proposed City Park is located in such an environmental corridor. Further, in Amendment #3 of the City's Tax Incremental District 4, the City has committed matching grant funds for acquisition and improvements to the White River nature area.