

**County of Rock
Public Works Department**



3715 Newville Road
Janesville Wisconsin 53545
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Fax: 608/757-5470
www.co.rock.wi.us

Highways
Parks
Airport

- A G E N D A -

Public Works Committee Meeting
Tuesday, March 12, 2013 – 8:00 a.m.
Public Works Department Committee Room

**Note time
change!**

1. Call to Order
2. Approval of Agenda
3. Approval of Minutes of February 12, 2013
4. Citizen Participation, Communications, and Announcements
5. Vouchers/Bills/Encumbrances/Pre-Approved Encumbrance Amendments & Transfers

PARKS BUSINESS

6. INFORMATION ITEMS

- A. Friends of Carver-Roehl Park – Gazebo Project

7. ACTION ITEMS

- A. Approve Fermented Malt Beverage Permit for Turtle Community Organization's 4th of July Festival
- B. Approve Fermented Malt Beverage Permit for Turtle Fire Department Dan Delong Classic Softball Tournament on May 18, 2013
- C. Approve Beloit to Janesville Trail Easement Between Rock County and Hendricks Holding Company
- D. Approve Beloit to Janesville Trail Easement Between Rock County and Town of Beloit

8. Parks Advisory Committee Remarks

9. Next Meeting Date

10. 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 11 of the Rock County Ordinances, 11.01(18) 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 28, 2013 through Sunday, June 30, 2013 subject to licensing and state and local laws. This Permit is issued by the Rock County Public Works Committee under authority granted in Chapter 11/01, Subchapter 18, of the Rock County Ordinances.

ROCK COUNTY
PUBLIC WORKS COMMITTEE

ENDORSED BY
PARKS ADVISORY COMMITTEE

Kurtis Yankee, Chair

Thomas Presny

Betty Jo Bussie, Vice-Chair

Floyd Finney

Eva Arnold

Dean Paynter

Brent Fox

ROCK COUNTY PARKS DIVISION
DEPARTMENT OF PUBLIC WORKS
3715 NEWVILLE ROAD
JANESVILLE WI 53545-8844

Dave Brown



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

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- 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.

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PERMIT

Town of Turtle Fire Department is hereby authorized to dispense fermented malt beverages at Sweet-Allyn County Park on Saturday, May 18, 2013 subject to licensing and state and local laws. This Permit is issued by the Rock County Public Works Committee under authority granted in Chapter 11/01, Subchapter 18, of the Rock County Ordinances.

ROCK COUNTY
PUBLIC WORKS COMMITTEE

Kurtis Yankee, Chair

Betty Jo Bussie, Vice-Chair

Eva Arnold

Brent Fox

Dave Brown

EASEMENT AGREEMENT

For valuable consideration, the receipt and sufficiency of which are acknowledged by Grantor Hendricks Holding Co. ("Grantor") hereby grants to Rock County, Wisconsin ("Grantee"), and to its successors and assigns, permission to enter upon and use the real property described on Exhibit A and Exhibit B attached hereto and incorporated herein by reference (the "Property"), upon the terms and conditions set forth below:

1. Grantee shall have the following rights with respect to the Property, for so long as this Agreement remains in effect:
 - A. A right of way to permit general public access by bicycle, horse, foot, snowshoe, or ski, but not by any motor powered vehicle, over and across a trail located within the Property.
 - B. The right to lay out, mark, develop and maintain or relocate a trail in a location mutually agreeable to Grantor and Grantee; to post signs marking the Trail; and to manage vegetation, through selective planting or managed removal of trees or exotic or nuisance plant species, in order to maintain and enhance the recreational value of the trail and the scenic, natural and ecological value of the Property.
 - C. The Trail Easement Areas shall consist of:
Exhibit A: a parcel no more than 30 feet wide; from Bass Creek Road to Townline Road.
Exhibit B: a parcel no more than 30 feet wide from Third Street in Afton then west on the abandoned Chicago & Northwestern Rail right of way, ending at the Mijen Trust Property.
Deviation from this path may be by mutual agreement of the parties.
 - D. The right to prohibit access to motor vehicles (except vehicles in use by Grantor or a lessee of the Property for purposes permitted by this agreement) through the installation of gates or other obstructions and to limit access by the public, by appropriate means, from any portion of the Property not in use from time to time as the trail.

2. Grantee's use of the Property, as provided above, shall be subject to the following conditions:
 - A. The Property shall be used only for recreational and other conservation purposes.
 - B. Grantor reserves the right to utilize and work existing lands within the boundaries of the Property, including the right of passage across and upon the Property with equipment appropriate to such purposes, provided that the trail shall not be eliminated or obstructed by such activities.
 - C. Grantor has no responsibilities for trail maintenance except to the extent necessary to repair damage caused by Grantor, nor does Grantee have such responsibilities except as needed to repair damage caused by Grantee.

- ~~3. Grantor shall notify Grantee of any intent to sell, transfer, or convey (a) his remaining interest in the Property or any portion thereof, or (b) any larger tract of land that includes all or any portion of the Property. Such notice shall be given in writing by certified mail at least thirty (30) days before entering into any real estate listing contract, accepting or countering any offer to purchase, granting any option to purchase, or concluding any other such sale, transfer, or conveyance of any interest in the Property or any larger tract that includes the Property.~~

4. Grantee shall have the right to transfer or assign any and all rights and responsibilities accruing to it pursuant to this agreement, provided that such transferee or assignee expressly agrees to uphold the recreational and conservation purposes of this agreement and to enforce its terms and conditions. This agreement is fully valid and enforceable by any assignee of the Grantee, whether assigned in whole or in part.

5. Any notices required in this agreement shall be sent by certified mail to the following address or such other address as may be specified in writing from time to time:

GRANTOR: Hendricks Holding Co.
Diane Hendricks

Afton, WI 53501

GRANTEE: Rock County
51 S. Main St
Janesville, WI 53545

6. This agreement shall bind and benefit both Grantee and Grantor and their respective successors and assigns.

7. The Grantee intends that this grant be a perpetual easement enforceable by the Grantee against the Grantor, its heirs, successors and assigns forever. If any provision of this agreement is found to be invalid, the remainder of its provisions shall not be affected thereby.

IN WITNESS of this agreement, each party has executed this instrument or caused this instrument to be executed on its behalf by its duly authorized representatives, as shown below, to be effective as of _____, 2013.

GRANTOR: Hendricks Holding Co. Diane Hendricks

By: _____

GRANTEE: Rock County, Wisconsin

By: _____

Lori Williams, Park Director

Exhibit A

Property Description

Parcels number 6-17-252.1, 6-17-313, 6-17-324, 6-17-317, 6-17-320

A 30 foot wide easement from Bass Creek Road to Townline Road. Easement is on the east side of the road crossing to west side of the road before the boundary with the Harvey Kopp property (6-17-325A).

Sec/Town/Range 27-2-12, 34-2-12, 35-2-12

Trail easement area in red



Exhibit B

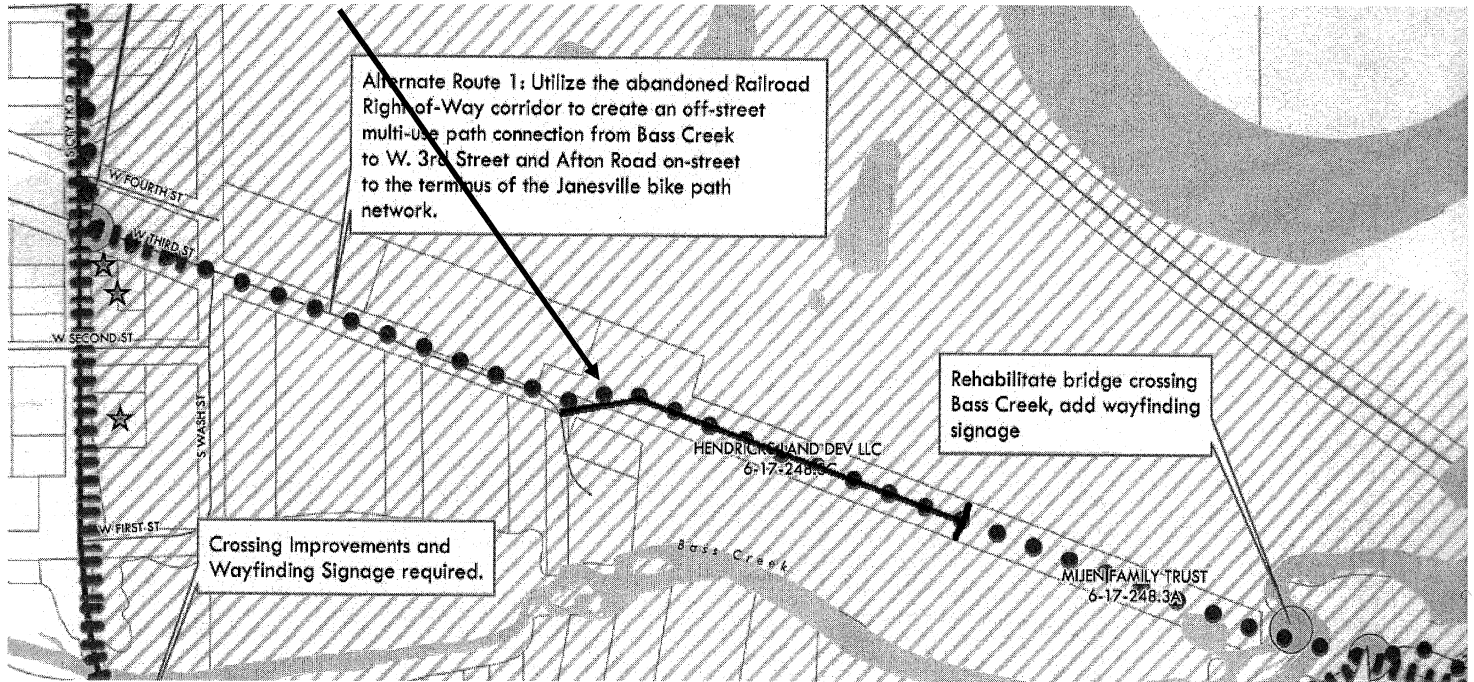
Property Description

Parcel 6-17-248.3C

In Village of Afton.

From 3rd Street onto the abandoned C&NW RR right of way ending at parcel 6-17-248.3A.

Easement indicated in red.



EASEMENT AGREEMENT

For valuable consideration, the receipt and sufficiency of which are acknowledged by Grantor Town of Beloit ("Grantor") hereby grants to Rock County, Wisconsin ("Grantee"), and to its successors and assigns, permission to enter upon and use the real property described on Exhibit A and Exhibit B attached hereto and incorporated herein by reference (the "Property"), upon the terms and conditions set forth below:

1. Grantee shall have the following rights with respect to the Property, for so long as this Agreement remains in effect:
 - A. A right of way to permit general public access by bicycle, horse, foot, snowshoe, or ski, but not by any motor powered vehicle, over and across a trail located within the Property.
 - B. The right to lay out, mark, develop and maintain or relocate a trail in a location mutually agreeable to Grantor and Grantee; to post signs marking the Trail; and to manage vegetation, through selective planting or managed removal of trees or exotic or nuisance plant species, in order to maintain and enhance the recreational value of the trail and the scenic, natural and ecological value of the Property.
 - C. The Trail Easement Areas shall consist of a trail as shown in Exhibit A: a parcel no more than 50 feet wide; from where the C&NW rail right of way crossed Duggan Road through Beloit Township property to Big Hill Park.
Deviation from this path may be by mutual agreement of the parties.
 - D. The right to prohibit access to motor vehicles (except vehicles in use by Grantor or a lessee of the Property for purposes permitted by this agreement) through the installation of gates or other obstructions and to limit access by the public, by appropriate means, from any portion of the Property not in use from time to time as the trail.
2. Grantee's use of the Property, as provided above, shall be subject to the following conditions:
 - A. The Property shall be used only for recreational and other conservation purposes.
 - B. Grantor reserves the right to utilize and work existing lands within the boundaries of the Property, including the right of passage across and upon the Property with equipment appropriate to such purposes, provided that the trail shall not be eliminated or obstructed by such activities.
 - C. Grantor has no responsibilities for trail maintenance except to the extent necessary to repair damage caused by Grantor, nor does Grantee have such responsibilities except as needed to repair damage caused by Grantee.
- ~~3. Grantor shall notify Grantee of any intent to sell, transfer, or convey (a) his remaining interest in the Property or any portion thereof, or (b) any larger tract of land that includes all or any portion of the Property. Such notice shall be given in writing by certified mail at least thirty (30) days before entering into any real estate listing contract, accepting or countering any offer to purchase, granting any option to purchase, or concluding any other such sale, transfer, or conveyance of any interest in the Property or any larger tract that includes the Property.~~
4. Grantee shall have the right to transfer or assign any and all rights and responsibilities accruing to it pursuant to this agreement, provided that such transferee or assignee expressly agrees to uphold the recreational and conservation purposes of this agreement and to enforce its terms and conditions. This agreement is fully valid and enforceable by any assignee of the Grantee, whether assigned in whole or in part.

5. Any notices required in this agreement shall be sent by certified mail to the following address or such other address as may be specified in writing from time to time:

GRANTOR: Town of Beloit
2871 S. Afton Road
Beloit, WI 53511

GRANTEE: Rock County
51 S. Main St
Janesville, WI 53545

6. This agreement shall bind and benefit both Grantee and Grantor and their respective successors and assigns.

7. The Grantee intends that this grant be a perpetual easement enforceable by the Grantee against the Grantor, its heirs, successors and assigns forever. If any provision of this agreement is found to be invalid, the remainder of its provisions shall not be affected thereby.

IN WITNESS of this agreement, each party has executed this instrument or caused this instrument to be executed on its behalf by its duly authorized representatives, as shown below, to be effective as of _____, 2013.

GRANTOR: Town of Beloit, Brian Wilson, Town Administrator

By: _____

GRANTEE: Rock County, Wisconsin, Lori Williams, Parks Director

By: _____

Exhibit A

Property Description

Parcels number 6-2-15A, 6-2-112

A 50 foot wide easement from Duggan Road to Walters Rd. Proceed along the west side of Walters Road south to the Beloit Township Wastewater Treatment Plant property (just south of the DNR property). Then along the river to the abandoned C&NW rail right of way at Big Hill Park.

Sec/Town/Ranges 2-1-12, 11-1-12

Trail easement area in yellow



**Current Rock County Park Projects
February 4, 2013 – March 4, 2013**

- **Beckman Mill**-----1) **Green Fund candelight hike-ski-snowshoe on 2/8/13 to highlight boardwalk and northwoods trail with approximately 40 participants**
2) **Currently working on draft of FBM renewal agreement.**
3) **Meeting with FBM on 3/15/13.**
4) **Currently working on Dam maintenance manual.**

- **Beloit-Janesville Trail**-----1) **Working with Rock County Leadership Academy for trail project regarding bridge in Big Hill Park.**
2) **Resolution authorizing application for State Trail status approved by County Board of Supervisors.**

- **Carver-Roehl** -----1) **Invasive Species Control Project RFP's sent out.**

- **Community Coordinator**-----1) **Applications for community coordinator position closed on 2/22/13 with 103 applicants.**

- **Delong**-----1) **No further development.**

- **Murwin**-----1) **Filming in Murwin Park for Haunted Highway Series on the Sci Fi channel occurred on 2/22-24, 2013.**

- **Ice Age Trail**-----1) Committee moving forward with corridor planning. Information packet distributed to the County Board of Supervisors 2/28/13.

 - **Indianford**-----1) Property acquisition in process with staff and planning committees.

 - **Magnolia Bluff** -----1) Bid awarded to Ultimate Excavating from Fort Atkinson at 2/28/13 County Board of Supervisors meeting.

 - **Turtle Creek** -----1) Work continuing on proposed rental rates for building.
2) Appliances and supplies purchased

 - **Other Information**-----1) Interviews for summer seasonal on 3/6/13.
2) Attended Rock River Trail Initiative Council Meeting on 3/1/13.
3) WPRA meetings on 3/7,3/14, and 3/20/13.
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