Note Location Change

Rock Koshkonong Lake District

Board of Commissioners
March 18, 2021
6:00 p.m.
Fulton Town Hall
2738 W Fulton Center Dr.
Edgerton WI 53534

1. Call to Order
2. Confirmation of Meeting Public Notice
3. Approval of Agenda (action)
4. Approval Draft February 18, 2021 Meeting Minutes (action)
5. Public Participation (agenda items only)
6. Treasurers Report
   - Bills and Invoices (discussion/action
7. Indianford Dam Report
   - Indianford Discharge Capacity Upgrades(discussion)
8. Landings and Lake access
   - MOU Town of Albion (discussion/action)
9. Lake improvement Discussion
10.

Public Participation

11. Comments from Commissioners
12. Adjourn

DRAFT MARCH 18, 2021
BOARD OF COMMISSIONERS MEETING MINUTES
ROCK KOSHKONONG LAKE DISTRICT

Chair Alan Sweeney called the meeting to order at 6:00 P.M. Board of Commissioner members present were Treasurer Mark Meyer, Susan Shearer, Michael Shumaker, Bill Burlingame, and Michael Hart along with several district members in person and remotely.

Sweeney confirmed the meeting agendas were posted.

APPROVE AGENDA: A Shearer/Shumaker motion to approve the March 18, 2021 agenda passed, all voted in favor.

APPROVE MINUTES: A Meyer/Shumaker motion to approve the February 18, 2021 minutes passed, all voted in favor.

TREASURER'S REPORT: Meyer presented the Treasurer's report.

A Burlingame/Shumaker motion to approve the Treasurer's report and the bills list in the amount of $19,265.40 as provided passed, all voted in favor.

INDIANFORD DAM REPORT: Sweeney provided an update on the Indianford Dam water control project. The pre-construction notification request was received on February 22, 2021 by the Army Corps with a 30 day lead time to complete the study. The Fire Marshall required a fire extinguisher in the powerhouse.

LANDINGS AND LAKE ACCESS: Danielle Thompson, legal counsel has drafted a Memorandum of Agreement with the Town of Albion. The board discussed proposed amendments to the draft.

A Shearer/Burlingame motion to modify the Memorandum of Agreement as follows:

1. Modify Section 1(e) to the following:
"Close on the acquisition of the subject property **by July 31, 2021** should the requirements of the Purchase Agreement be met. The Town must hold all rights, title and interest to the subject property."
2. Modify Section 2(13) Term to the following: This agreement shall ~~an unlimited and perpetual~~ duration, except that in the event the Town has not closed on the land acquisition by **July 31, 2021**, this agreement will expire, unless extended by an executed modification, signed and dated by all properly authorized signatory officials.
Add the following language to the crossed-out section: The agreement is valid for a duration of one year from the date of signed agreement.
The motion passed, all voted in favor.

LAKE IMPROVEMENTS: Burlingame stated he has been in contact with the Department of Natural Resources regarding the Newville landing. He has requested information to improve parking at the launch. The DNR will be conducting a study to verify the number of parking spaces at launches at the lake along with safety issues. He mentioned that the District could set safety orders such as no wake.

Shumaker provided an update that the buoys will be installed soon. Sweeney recommended discussing buoys

COMMENTS BY COMMISSIONERS

- Burlingame secured the 2021 burn permit for the Indianford Dam.
- Sweeney set the next meeting date on April 5^{h} if approval is received for the draft design of the water control project.

Being no other business before the board, a Shearer/Meyer motion to adjourn passed, all voted in favor.

Rock Koshkonong Lake District April 2021 Financial Report

Dam Fund Total	**$**	**711,400.86**
Lake Improvement MM	**$**	**107,210.72**
General Fund Balance and Activity		
3-15-2021 Balance	**$**	**255,815.00**
Alan Sweeney expense	$	(66.45)
Kim Bothom March Dam Operation	$	(1,200.00)
Alliant 1	$	(47.76)
Alliant 2	$	(20.25)
Meade and Hunt WCP RFQ	$	(256.25)
Thompson Legal = MOU Bingham Landing	$	(437.50)
Deposit	$	377.70
4-13-2021 Adjusted Balance	**$**	**254,164.49**
Centurylink	$	(172.37)
Meade and Hunt- WCP	$	(2,226.00)
USGS Annual Flow and Level Gauges	$	(22,200.00)
4-15-2021 Expected Balance	**$**	**229,566.12**

Notes:

Propose $1M value on real property. 50 year property transfer agreement states Rock County Paragraph 10(b). 50% of costs exceeding $1M with a cap of $250.000 in 1 calendar year.
Understood as $1M insurance + 250K Rock County + 250K RKLD
= $1.5M max

Bingham Landing= Town of Albion will not fund any of the project but has agreed to own the land. For 2021 the RKLD has $100,000 allocated from the lake improvement fund for "boat landings" This project is much larger and although some or all cost may be refunded through grants it should be budgeted and presented in the 2022 budget, tax implications explained, and voted on.

* 2020 WIDOR report "no boundary changes" filed

Indianford Discharge Capacity Upgrades - Engineering Budget

Jeff Anderson <jeff.anderson@meadhunt.com>

Fri 4/9/2021 2:49 PM

To: ALAN SWEENEY <ALAN.SWEENEY@co.rock.wi.us>; Mark Meyer <M.Meyer@stategroup.com>;

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Alan/Mark,

As we have discussed, there are a few items that we have assisted the RKLD with (or will be assisting with) that were not included in our original scope of work. Also, due to the complexity of this project, some of the work that is included in our original scope has taken longer to complete than originally anticipated. As you are aware, our proposal for final design provided an estimate of probable cost for engineering services, to be compensated on a time-and-expense basis. I have provided a summary below of the out-of-scope items with anticipated costs, as well as a summary of the in-scope items that have yet to be completed or took longer than originally estimated.

Considering all of the out-of-scope items and items that took longer than originally estimated, we have an anticipated shortfall of $16,500 for final design and bidding support. There is currently about $3,200 remaining on Phase 1 (80% Design & Grant Application) and $6,400 remaining on Phase 3 (Diving Inspection), for a total of $9,600 already authorized that we could apply future charges to. However, I would recommend asking the RKLD to approve an additional $6,900 above and beyond this to cover the anticipated final design and bidding support charges. If you have any questions in advance of the April 15th meeting, please let me know. Thanks for your consideration in this matter. We look forward to finishing this phase of the project up and moving forward toward construction of the improvements.

Debris Boom

Our scope of work did not include making improvements to the debris boom. While this item will be designed by Worthington, we have provided ongoing guidance to the RKLD with respect to engineering and regulatory impacts and will need to revise the drawings and design report to reflect the improvements that will be made. We estimate that the cost of additional services related to this item will be approximately $1,500.

Equipment Pad

Our scope of work did not include design of a permanent equipment pad. In addition to the equipment pad design itself, we have provided ongoing guidance to the RKLD with respect to engineering and regulatory impacts. We will need to revise the drawings and design report to reflect the improvements that will be made. We estimate that the cost of additional services related to this item will be approximately $3,500.

Backup Generator

A question about whether the project would include a backup generator was asked during the RKLD's January 12th meeting. Since that time, the RKLD has determined that provisions for a portable backup generator are desired. This was not included in our original scope of work. We will need to design this system and revise the drawings and design report to incorporate the necessary changes. We estimate that the cost of additional services related to this item will be approximately $2,000.

General

This has been a very complex project and numerous items took longer to complete than we originally estimated. It's difficult to identify one or two specific items as the primary drivers for this, as it's more a function of the general complexity of the

project as a whole. Taking everything into account, we anticipate that an additional $6,500 will be needed to complete the final design for this project.

Bidding Support

This item is included in our current scope of work but has not yet been performed. The cost of these services will depend on the number of bidders and the amount of questions received during bidding. We estimate that the cost of these services will be approximately $3,000.

JEFF ANDERSON, PE
PROJECT ENGINEER, WATER
Mead & Hunt
Direct: 608-443-0451 | Cell: 608-630-1949 | Transfer Files
meadhunt.com | LinkedIn | Twitter | Facebook | Instagram

120 YEARS OF SHAPING THE FUTURE

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MEMORANDUM OF AGREEMENT
BETWEEN ROCK KOSHKONONG LAKE DISTRICT AND TOWN OF ALBION

This Agreement is made this _____ day of _____, 2021 by and between Rock Koshkonong Lake District, a Wisconsin public inland lake protection and rehabilitation district organized under Chapter 33 of the Wisconsin Statutes (hereinafter "District") and Town of Albion, a body politic, duly organized under Chapter 60of the Wisconsin Statutes (hereinafter "Town").

WHEREAS, the District and the Town have a joint public interest in increasing public access to Lake Koshkonong for the benefit of their residents and the surrounding community;

WHEREAS, the Town desires to acquire an approximately two (2) acre parcel located on Bingham Road in the Town of Albion, Dane County, WI more particularly described on the attached Exhibit A (hereinafter "subject property"), for the purpose of developing a boat landing;

WHEREAS, the District desires to use its resources and expertise to assist the Town in acquisition and development of a boat landing on Bingham Road;

WHEREAS, the District and Town agree that by collaborating with each other, each could advance their respective missions for the benefit of the taxpayers;

WHEREAS, the District and the Town desire and intend to set forth the more specific terms under which they propose to collaborate to acquire and develop the Bingham Road landing;

NOW THEREFORE, for purposes of this Memorandum of Agreement the parties adopt the above recitals as true and the District and Town agree as follows:

AGREEMENT

1. **THE TOWN SHALL:**

   a. Negotiate and execute a valid Purchase Agreement between the Town and the owner of the subject property.

   b. Complete a survey of the property to verify boundaries and accessibility for the intended use and subdivide the subject property from the parent parcel.

c. Confirm the intended use of the subject property is in compliance with zoning regulations and secure any necessary permits and approvals for completion of the landing project;

d. Order a title commitment and review the commitment for title exceptions that may impair the ability to develop the subject property for the intended use and share the results of the Town's evaluation of the title with the District. The District's approval of the title condition must occur prior to the advancement of any funds set forth in paragraph # 2 below.

e. Close on the acquisition of the subject property should the requirements of the Purchase Agreement be met. The Town must hold all rights, title and interest to the subject property.

f. Contract with the appropriate professionals for design and construction of the boat landing project. The Town shall comply with Wisconsin law regarding public bidding for governmental entities. All design plans shall be submitted to the District for review and approval prior to construction.

g. Secure necessary capital via grant funding and/or financing/tax levy to bring the project to completion and produce proof of the same to the District upon request. Should the Town receive grant funds for any portion of this project, the Town shall reimburse the District a percentage of the grant funds received equal to the percent of the total project cost funded by the District.

h. Complete the project in a workmanlike and timely matter consistent with the design plans reviewed and approved by the District, including installation of any necessary breakwater, dredging and parking lot installation.

i. Maintain the landing and access points for public use.

j. The Town shall not include the District in any grant applications, requests for bid, design plans, applications for funding, or purchase agreements. The Town shall not represent to any person or entity that the District will cosign any obligation or share liability for Town's responsibilities associated with this project.

2. **THE DISTRICT SHALL:**

a. Provide up to $100,000 of capital for completion of the project conditioned upon the Town's compliance with its obligations as set forth above. The Town agrees the District shall hold a mortgage on the subject property securing any amounts advanced to ensure compliance with paragraph #1 above.

b. Review and approve or deny any design plans received from the Town for the project.

3. **Compliance with Law:** The Town shall at all times comply with federal, state, and local laws, statutes, ordinances, rules, and regulations with respect to the Town's activities associated with this project and shall obtain all permits, licenses, and orders required to conduct such activities.

4. **Indemnification:** It is mutually understood and agreed by and between the parties that the District does not assume liability for any third-party claims for damages arising out of this Agreement. The Town hereby agrees to indemnify and hold harmless the District, its agents, officials, employees, and representatives from any and all liability, loss, or damage the District may suffer as a result of claims, demands, costs, or judgments against the District arising out of the alleged tortious acts or omissions of the Town in connection with this project covered under this Agreement. The Town hereby agrees to defend any claim brought against the District with respect to the Town's alleged tortious acts or omissions pursuant to this Agreement.

5. **Authorized Representatives**: Each person executing this Agreement on behalf of a party hereto represents that such person is duly and validly authorized to do so on behalf of such party, with full right and authority to execute this Agreement and to bind such a party with respect to all its obligations hereunder. The undersigned further represent this Agreement has been approved in its entirety by vote of the governing body of each entity at a duly noticed public meeting.

6. **Entire Agreement:** This Agreement contains the entire agreement and understanding concerning the subject matter between the parties and supersedes and replaces any and all prior negotiations or agreements, written or oral. Each acknowledges that no other party, nor any agent of a party has made promise, representation, or warranty whatsoever, expressed or implied, not contained herein, concerning the subject matter hereof to induce the other party to execute this Agreement; and each party acknowledges that it has not executed this agreement in reliance on any such promise, representation, or warranty not contained herein.

7. **Amendment:** This Agreement shall only be modified, changed, or amended in writing and signed by duly authorized representatives of each party.

8. **Assignment:** The rights and responsibilities of the parties under this Agreement may not be assigned, transferred, or conveyed in any manner by and party without prior written consent of the other party.

9. **Notices:** Any communications affecting the operations covered by this agreement must be in writing and delivered in person, mailed, or transmitted electronically by e-mail as follows:

Rock Koshkonong Lake District Attn: Chairman	Town of Albion Attn: Clerk 620 Albion Road Edgerton, WI 53534

10. **Non-Waiver:** The failure of any party to insist upon strict performance of any of the terms of this Agreement shall not be construed as a waiver or relinquishment of any right granted under this Agreement.

11. **Venue:** Venue for any dispute arising out of this agreement shall be Dane County Circuit Court, Wisconsin.

12. **Severability:** If any term, provision or condition contained in the Agreement shall, to any extent, be held to be invalid or unenforceable, the remainder of this Agreement (or the application of such term, provision or condition to a person, persons or circumstances other than those in respect of which it is held to be invalid or unenforceable) shall not be affected thereby, and each remaining term, provision or condition of that Agreement shall be valid and enforceable to the fullest extent permitted by law.

13. **Term:** This Agreement shall an unlimited and perpetual duration, except that in the event the Town has not closed on the land acquisition by _____, this agreement will expire, unless extended by an executed modification, signed and dated by all properly authorized signatory officials.

Dated this ___ day of _____, 2021.

ROCK KOSHKONONG LAKE DISTRICT

_____
Alan Sweeney, Chairman

Attest:

_____
Mark Meyer, Treasurer

STATE OF WISCONSIN)
)SS
COUNTY OF _____)

Personally came before me this _____ day of _____, 2021, the above-named Alan Sweeney and Mark Meyer executed the foregoing instrument and acknowledged the same.

_____
NOTARY PUBLIC, STATE OF WI
Print Name:_____
My Commissioner Expires:_____

DRAFT

Dated this ___ day of _____, 2021.

TOWN OF ALBION

_____

Robert Venske, Chairman

Attest:

_____

Julie Hanewal, Town Clerk

STATE OF WISCONSIN)
)SS
COUNTY OF _____)

Personally came before me this _____ day of _____, 2021, the above-named Robert Venske and Julie Hanewal executed the foregoing instrument and acknowledged the same.

_____

NOTARY PUBLIC, STATE OF WI
Print Name:_____
My Commissioner Expires:_____

DRAFT

Re: RKLD

jenny.salvo@yahoo.com

Fri 3/19/2021 9:37 PM

To: ALAN SWEENEY <ALAN.SWEENEY@co.rock.wi.us>;

CAUTION: This email originated from outside the Rock County (Rock-IT) network. Do not click links or attachments unless you recognize the sender and know the content is safe. If you feel this email is a potential phishing attempt, please forward to @PhishingAlerts@co.rock.wi.us for review.

Hi Alan,

The motion includes the following modifications to the MOA:

1. Modify Section 1(e) to the following:
"Close on the acquisition of the subject property **by July 31, 2021** should the requirements of the Purchase Agreement be met. The Town must hold all rights, title and interest to the subject property."

2. Modify Section 2(13) Term to the following:

This agreement shall ~~an unlimited and perpetual~~ duration, except that in the event the Town has not closed on the land acquisition by **July 31, 2021**, this agreement will expire, unless extended by an executed modification, signed and dated by all properly authorized signatory officials.

Add the following language to the crossed-out section: The agreement is valid for a duration of one year from the date of signed agreement.

Let me know if you have questions.

Jenny