

## 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 FEBRUARY 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, Kerry Hull, 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/Meyer motion to approve the February 18, 2021 agenda passed, all voted in favor.

**APPROVE MINUTES:** A Meyer/Shumaker motion to approve the January 12, 2021 minutes passed, all voted in favor.

**TREASURER'S REPORT:** Meyer presented the Treasurer's report. He stated there is no real property insurance on the powerhouse, dam, spillway or any of the equipment at the Indianford Dam. Baer Insurance provides a policy that includes RKLD liability for the Indianford Dam and workman's compensation insurance. Meyer stated a replacement value will need to be set. Sweeney recommended contacting Scott Purlee and Kris Cutz to assist with establishing the value.

A Hull/Burlingame motion to approve the Treasurer's report and the bills list in the amount of \$40,619.92 as provided passed, all voted in favor.

**INDIANFORD DAM REPORT:** SHPO and US Army Core of Engineers received the request for historical significance on the Dam. The turnaround time for approval with both agencies is usually 30 days. Sweeney estimated the project will be ready by mid-March to put out for bid.

Sweeney stated he reviewed the existing Tuff boom location with Worthington. The representative verified the boom is not installed properly, needs a different location and may require additional dredge. He is going to advise a new layout. The layout change for the existing tough boom is not in the design contract with Mead & Hunt.

Indianford Dam operator Kim Botham stated there is one frozen wicket gate closed but the water level is still decreasing. The current level is 8.2 feet. Shumaker would like to continue to the minimum level of 5.0 feet.

**LANDINGS AND LAKE ACCESS:** Bob Venske, Town of Albion Chairperson, provided Chair Sweeney a signed offer to purchase the land from Koshkonong Pastoral Center Inc in the amount of \$62,900, appraised value of the property. The offer included the following contingencies:

1. Buyer receiving grants to cover the cost of the subject acquisition.
2. Buyer will be responsible for a survey to create the parcel.

Venske has requested the RKLD give MSA Engineering the approval to move forward with the grant process. Bruce Lunde, MSA Engineering stated the documents that will need in place prior to grant application include land ownership, design plan and permit from DNR, approval from Shoreland Zoning and Dane County. Sweeney is concerned since this request is not in line with the board's direction on involvement with projects.

The committee discussed the next steps of the project if the land is purchased. Shumaker expressed concern that the land included in the offer will not allow the landing to be built properly. Hart stated the parking lot is essential for the boat landing and must be completed. Burlingame disagreed stating the landing should benefit the local taxpayers and does not feel a parking lot would accomplish this. He is

in support of other work being completed based on a commitment from Town of Albion.

Sweeney recommended a Memorandum of Understanding be drafted with the Town of Albion. Commissioners presented the following conditions to be included:

1. Property must be in the name "Town of Albion"
2. RKLD must not be listed on any grant applications, request for bids, design plans, or purchasing documents.
3. Survey required to verify property lines and accessibility.
4. Approval from Town of Albion board to go ahead with the project.
5. Design plan submitted to RKLD for approval
6. Engineering to be bid unless Town of Albion has MSA on retainer
7. Guarantee from Town of Albion board that after providing the funds for purchasing the land, the project will be complete including any necessary breakwater, dredging and parking lot installation
8. Funds given to Town of Albion for purchase of land are returned to the RKLD after grant money received.
9. Funds received from grant after initial purchase of land by RKLD are used to further the Bingham Road Landing project

Michael Hart, Bill Burlingame, Mark Meyer and Al Sweeney will review the requirements of the MOU with Thompson Legal.

A Burlingame/Meyer motion that in this project with the Town of Albion for the Bingham Road landing a Memorandum of Understanding is developed and agreed upon by all parties passed on a 6-1 roll call vote, Shearer opposed.

#### **COMMENTS BY COMMISSIONERS**

- Shearer plans to review the website and requested commissioners share thoughts on improving the website.
- Shumaker has been in contact with Chris Braun from Rock River Patrol will assist with the installation of lights on the railroad bridge in spring.
- Bill Burlingame has been in contact with DNR to evaluate the options for increasing parking capacity at the Newville boat landing.
- Meyer would like to review the milestone schedule for the water control project and have a financial understanding from Mead & Hunt. This will be part of the Request for Proposal.

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

## Rock Koshkonong Lake District March 2021 Financial Report

Dam Fund CD1	\$	-
Dam Fund MM	\$	<u>711,349.41</u>
<b>Dam Fund Total</b>	\$	<b>711,349.41</b>

<b>Lake Improvement MM</b>	\$	<b>107,202.96</b>
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### General Fund Balance and Activity

<b>2-12-2021 Balance</b>	\$	<b>165,147.08</b>
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Meade and Hunt WCP design and RFP	\$	(17,231.62)
Kim Bothom February Dam Operation	\$	(1,200.00)
Alliant 1	\$	(51.78)
Alliant 2	\$	(22.25)

Deposit	\$	109,173.57
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<b>3-18-2021 Adjusted Balance</b>	\$	<b>255,815.00</b>
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Thompson Legal - MOU Bingham RD Landing	\$	(437.50)
Meade and Hunt- WCP	\$	(256.25)

<b>3-18-2021 Expected Balance</b>	\$	<b>255,121.25</b>
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### Notes:

No real property insurance on powerhouse, dam, spillway, equipment. Request 2020 interest all accounts was \$ 8,749.69. Down from 2021 due to rates and transfer to money market as CDs matured.

**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 60 of 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 have an unlimited and perpetual duration, except that in the event the Town has not closed on the land acquisition by [REDACTED], 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

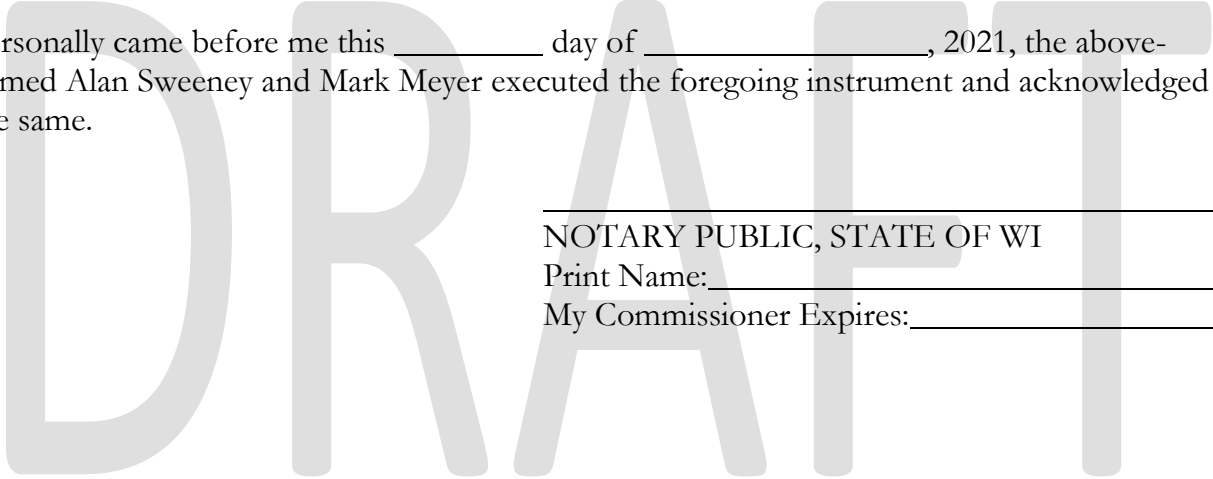
Attest:

\_\_\_\_\_  
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: \_\_\_\_\_



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: \_\_\_\_\_

