

Rock Koshkonong Lake District

Board of Commissioners

April 20, 2023

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 March 16, 2023 Meeting Minutes (action)
5. Public Participation (agenda items only)
6. Treasurers Report
 - Bills and Invoices (discussion/action)
 - Water Control Project
 - IEI Application for payment(discussion/action)
 - Invoice- Mead & Hunt (discussion/action)
 - Construction budget (discussion/action
 - Rock County- Wall Repair Invoice Submission(discussion/action)
 - Debris Boom (discussion/action)
7. Indianford Dam Report
 - Dam Maintenance (discussion)
8. Lake Management
 - Annual Meeting Notices, Location, Date(discussion/action)
 - Waterways Markers Installation (discussion/action)
9. Communications
10. Public Participation
11. Comments by Commissioners
12. Adjourn

DRAFT MARCH 16, 2023
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 Eric Richardson, Susan Shearer, Mark Meyer, Michael Shumaker, and Michael Hart.

Sweeney confirmed the meeting agendas were posted.

APPROVE AGENDA: A Richardson/Shearer motion to approve the March 16, 2023 agenda passed, all voted in favor.

APPROVE MINUTES: A Shearer/Shumaker motion to approve the draft February 16, 2023 and March 1, 2023 meeting minutes as presented, all voted in favor.

PUBLIC PARTICIPATION: There was no public participation.

TREASURER'S REPORT

Treasurer Meyer provided an overview of the Treasurer's Report and the bills list.

A Shumaker/Hart motion to table the IEI Application for removal of liquidated damages. Hart seconded, and the motion passed, all voted in favor.

A Richardson/Meyer motion to approve the Memorandum of Understanding with Rock County as presented passed, all voted in favor.

LAKE MANAGEMENT

A Shearer/Shumaker motion to table the agreement between Jefferson County and the Rock Koshkonong Lake District passed, all voted in favor.

COMMUNICATIONS

The Commission discussed possible annual meeting dates. The annual meeting date is set for Saturday, August 5 at the Edgerton Performing Arts Center.

PUBLIC PARTICIPATION: Chairperson Sweeney asked for public participation. There was none.

COMMENTS BY COMMISSIONERS: None

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

Submitted by Susan Shear, RKLK Secretary

AGREEMENT BETWEEN JEFFERSON COUNTY AND ROCK KOSHKONONG LAKE DISTRICT FOR THE PLACEMENT AND MAINTENANCE OF BOUYS

Jefferson County (hereinafter "County"), by Benjamin Wehmeier, County Administrator, and the Rock Koshkonong Lake District. (hereinafter "Lake District"), by _____, hereby agree:

1. **Scope.** The parties herein agree to the following terms as it relates to maintaining, owning, replacing and removing the buoys on Rock River Lake.
2. **Term.** This contract shall commence upon execution and be terminated by either party with 60 days written notice.
3. **Jefferson County.** The County agrees to fulfill the following obligations under this agreement, which includes:
 - a. The County shall hold and maintain the permits required by the Wisconsin Department of Natural Resources to place buoys at the following locations
_____.
 - b. The County shall keep in effect Boating Ordinance 96-36 Section 7 regarding designate slow-no-wake areas for the duration of this agreement.
4. **Rock Koshkonong Lake District Responsibilities.** The Lake District agrees to the fulfill the following obligations and duties under this agreement, which includes:
 - a. The Lake District shall purchase, maintain, remove and replace the buoys permitted located at _____.
 - b. The Lake District shall comply with requirements of the Wisconsin Department of Natural Resources including posting the required signage.
5. **Assignment or Subcontract.** This agreement may not be assigned or subcontracted by the Lake District without the written consent of the County.
6. **Amendments.** This agreement may be modified only by written amendment signed by both parties.
7. **Indemnification.** The Lake District agrees to indemnify, hold harmless and defend Jefferson County, its officers, agents and employees from any liability including claims, demands, damages or any actions or causes of actions, together with any and all losses, cost or expense, including attorneys fees, where such liability is founded upon or grows out of the acts, errors or omissions of the Lake District, its employees, agents or subcontractors.
8. **Governing Law.** This agreement shall be governed by the laws of the State of Wisconsin. Any dispute shall have venue in the Courts for Jefferson County, Wisconsin.

JEFFERSON COUNTY

By _____
Benjamin Wehmeier
County Administrator

By _____

Dated: _____

Dated: _____

AGREEMENT BETWEEN JEFFERSON COUNTY AND ROCK KOSHKONONG LAKE DISTRICT FOR THE PLACEMENT AND MAINTENANCE OF BOUYS

Jefferson County (hereinafter “County”), by Benjamin Wehmeier, County Administrator, and the Rock Koshkonong Lake District. (hereinafter “Lake District”), by _____, hereby agree:

1. **Scope.** The parties herein agree to the following terms as it relates to maintaining, owning, replacing and removing the ~~buoys on Rock River Lake~~ **Water Way Markers covered by Permit #3981.**

2. **Term.** This contract shall commence upon execution and be terminated by either party with 60 days written notice.

3. **Jefferson County.** The County agrees to fulfill the following obligations under this agreement, which includes:

- a. The County shall hold and maintain permit #3981 required by the Wisconsin Department of Natural Resources to place **WWMs at the locations identified in Permit #3981.** ~~buoys at the following locations~~ _____.
- b. The County shall keep in effect Boating Ordinance 96-36 Section 7 regarding designate slow-no-wake areas for the duration of this agreement.

4. **Rock Koshkonong Lake District Responsibilities.** The Lake District agrees to the fulfill the following obligations and duties under this agreement, which includes:

- a. The Lake District shall purchase, maintain, **install**, remove and replace the **WWMs** ~~buoys~~ permitted in #3981. located at _____.
- b. The Lake District shall comply with requirements of the Wisconsin Department of Natural Resources including posting the required signage.

5. **Assignment or Subcontract.** This agreement may not be assigned or subcontracted by the Lake District without the written consent of the County. **(We hire the actual installation and removal out.)**

6. **Amendments.** This agreement may be modified only by written amendment signed by both parties.

7. **Indemnification.** The Lake District agrees to indemnify, hold harmless and defend Jefferson County, its officers, agents and employees from any liability including claims, demands, damages or any actions or causes of actions, together with any and all losses, cost or expense, including attorneys fees, where such liability is founded upon or grows out of the acts, errors or omissions of the Lake District, its employees, agents or subcontractors.

8. **Governing Law.** This agreement shall be governed by the laws of the State of Wisconsin. Any dispute shall have venue in the Courts for Jefferson County, Wisconsin.

JEFFERSON COUNTY

By _____
Benjamin Wehmeier
County Administrator

By _____

Dated: _____

Dated: _____

DRAFT
RKLD Bid request
Rock River and Lake Koshkonong Buoy Installation and Removal

The placement of the navigational, slow no wake and hazard buoys for 2023 is available for bid. Please review the request and submit a bid not later than 4/10/2023.

- 1) Place and remove (43) Navigational, slow-no-wake and hazard buoys on the Rock River and Lake Koshkonong from the Indian Ford dam to North of Falk Rd in Jefferson County. Please reference the map provided.
- 2) Buoy placement and identification will be provided via GPS coordinates, map and numbering system. Buoys will be numbered according to placement and GPS coordinates.
- 3) Placement of buoys shall be completed on or before _____.
- 4) Removal of buoys shall be completed on or before _____.
- 5) Off-season storage of the buoys will be at the DNR Station at Newville or suitable location TBD.
- 6) Contractor will provide proof of insurance with bid submission.
- 7) Contractor will inspect buoys and report any necessary maintenance or repairs to the RKLD at the time of installation and removal.
- 8) Any repairs or maintenance can be quoted to RKLD and if awarded needs to be completed in a timely manner.
- 9) Weather and water levels are a consideration for timely completion. Any deviation from the installation and removal dates will need to be approved by the RKLD board.

Please submit bids via email to: ??????