

**RESOLUTION
ROCK COUNTY BOARD OF SUPERVISORS**

Public Works Committee
INITIATED BY



Lori Williams
DRAFTED BY

Public Works Committee
SUBMITTED BY

September 4, 2013
DATE DRAFTED

Approving Execution of Intergovernmental Agreement Between the Rock-Koshkonong Lake District and Rock County, Wisconsin for Indianford Dam Maintenance Project

1 **WHEREAS**, Rock County owns Indianford Park; and,
 2
 3 **WHEREAS**, the Rock- Koshkonong Lake District is conducting an inspection of the Indianford Dam
 4 within Indianford Park, and in conformance with a requirement from DNR that the dam be inspected in
 5 calendar year 2013; and,
 6
 7 **WHEREAS**, related to the inspection, the District would like to clean debris and sediment from the
 8 trash racks and the riverbed immediately upstream of the trash racks, in preparation for installation of
 9 an automated trash rack cleaning system; and,
 10
 11 **WHEREAS**, the Rock-Koshkonong Lake District and Contractor would like to coordinate with Rock
 12 County Parks to obtain the appropriate approval for a public access restriction and construction staging
 13 access that will be needed for the project through an "intergovernmental agreement" where Rock
 14 County could grant the Lake District temporary access.
 15
 16 **NOW, THEREFORE, BE IT RESOLVED** by the Rock County Board of Supervisors duly assembled
 17 this 12 day of September, 2013 that the County Clerk and County Board Chair are authorized and
 18 hereby directed to execute the Intergovernmental Agreement between the Rock- Koshkonong Lake
 19 District and Rock County.

Respectfully submitted,

Public Works Committee

Kurtis C. Yankee
Kurtis Yankee, Chair

Betty Jo Bussie
Betty Jo Bussie, Vice Chair

Eva Arnold
Eva Arnold

Brent Fox
Brent Fox

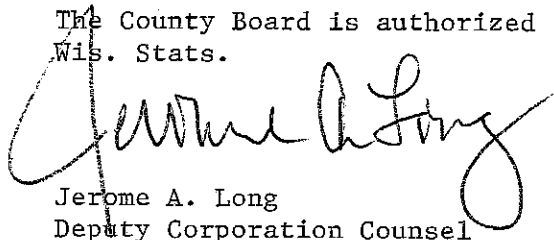
Absent
Rick Richard

13-9A-401

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Lake District and Rock County, Wisconsin for Indianford Dam Maintenance Project
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LEGAL NOTE:

The County Board is authorized to take this action pursuant to sec. 66.0301,
Wis. Stats.



Jerome A. Long
Deputy Corporation Counsel

FISCAL NOTE:

No fiscal impact.



Sherry Oja
Finance Director

ADMINISTRATIVE NOTE:

Recommended.



Craig Knutson
County Administrator

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Executive Summary

The Rock- Koshkonong Lake District is conducting an inspection of the Indianford Dam in conformance with a requirement from DNR that the dam be inspected in calendar year 2013. The best time to conduct that inspection is during low-water conditions, from now until the end of October. Related to the inspection, the District would like to clean debris and sediment from the trash racks and the riverbed immediately upstream of the trash racks, in preparation for installation of an automated trash rack cleaning system. Cleaning the trash racks has been a continuing maintenance issue at the powerhouse, and installation of an automated debris clearing system will be helpful. The Lake District will have written permission from DNR (contact Rob Davis) for conducting sediment and debris removal operation.

The Rock-Koshkonong Lake District and Contractor would like to coordinate with Rock County Parks to obtain the appropriate approval for a public access restriction and construction staging access that will be needed for the project. One way to do this could be through an "intergovernmental agreement" where Rock County could grant the Lake District temporary access. This approach was for a similar temporary construction staging purpose on a project in Jefferson County. After consultation with Corporation Counsel, this is their preferred approach as well.

The attached figure shows the extent of the access area that the Rock-Koshkonong Lake District would like to obtain from Rock County Parks for conducting this work. The purpose of the access restriction will be to provide a staging area for the construction contractor, and also for public safety, in keeping folks away from the debris and sediment clearing operation.

The expected time frame of this project and for the need for the access restriction is from September 15 until October 15, 2013.

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE ROCK-KOSHKONONG LAKE DISTRICT AND
ROCK COUNTY, WISCONSIN**

This Agreement is made and entered into as of the ____ day of September, 2013, by and between the County of Rock, Wisconsin (the "County") and the Rock-Koshkonong Lake District, a Wisconsin municipal corporation (the "District") to establish the terms and conditions for the District's temporary use of County-owned property as a construction staging area for a lakeshore dredging and restoration project.

WHEREAS, the District is undertaking a project approved by the Wisconsin Department of Natural Resources and the Army Corps of Engineers involving the construction of a cofferdam immediately upstream of the Indianford Dam powerhouse. Activities in the proposed staging area include temporary storage of construction materials and placement of excavation equipment. Additionally, a fence to isolate the staging area from pedestrians will be provided by the contractor.

WHEREAS, the District and its contractors desire to make temporary use of Rock County land located immediately west of the Dam as shown in Exhibit A attached hereto comprising 0.16 acres more or less.

WHEREAS, the County agrees to license the use of the Property as required for the Project under the terms and conditions set forth herein;

NOW, THEREFORE, having determined it to be in the public interest and under the authority of Section 66.0301 of the Wisconsin Statutes, the County and the District agree as follows:

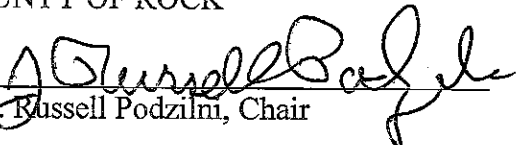
1. License for Temporary Construction Use. The District and its contractors are hereby granted a license to occupy and use the Property for storage of vehicles and equipment and construction staging in connection with the Project.
2. License Conditions.
 - a. The extent of the area to be used for the Project is as delineated on the attached Exhibit A as "Proposed Temporary Construction Staging Area." Ingress and egress to the staging area shall be via a gated entrance at the existing CTH M driveway. Public access to the remainder of Indianford County Park shall be via an existing access from West Riverside Drive.
 - b. The District or its contractors shall post signs to delineate the Staging Area, install fencing, provide locked storage and take all other appropriate safety and security measures in connection with the Project. The District and its contractors shall comply with the Wisconsin DNR Construction Site Best Management Practices Handbook for the prevention of spills and containment of runoff.
 - c. The District shall provide the County with advance written notice of the date, time and place of the Project preconstruction meeting.

- d. The District shall restore at its expense any damage to the Staging Area upon completion of construction. Subsequent to Project completion, the District will inspect the Staging Area and develop a proposed restoration plan for review by the County. District and County representatives will jointly confirm the extent of any repairs that may be necessary.
 - e. The District shall require its contractors to keep the public roads reasonably clean from silt or mud, and to that end, shall provide the County the name and contact information for the contractor's employee(s) responsible to clean the road promptly upon receipt of notice of complaints.
 - f. The District shall indemnify, hold harmless and defend the County, its elected officials and employees from and against any and all liability, loss, claims, damages, costs or expenses of any kind (including reasonable attorney fees) to the extent arising in any way out of the District or its contractors' use of the Property under this License. This indemnification obligation shall survive the expiration of the License period.
 - g. This License shall become effective only upon approval by the Rock County Board of Supervisors.
3. Expiration. This License shall expire upon the earlier of November 1, 2013 or the completion of the Project.
 4. No Third-Party Beneficiary. This Agreement is solely between the County and the District. No other person or entity is intended to be a third party beneficiary or have any rights under this Agreement.
 5. Authority. The signatories hereto represent that they have full authority to execute this Agreement on behalf of the County of Rock and the Board of Commissioners of the Rock Koshkonong Lake District, respectively.

IN WITNESS WHEREOF the parties have, by their authorized officers, set their hands as of the day and year first above written.

COUNTY OF ROCK

ROCK-KOSHKONONG LAKE DISTRICT

By: 
Russell Podzilni, Chair

By: _____
Brian Christianson, Chair

Attest: _____
Lorena R. Stottler, Clerk

Attest: _____
Ed Sandner, Secretary

APPROVED AS TO FORM:

Jeffrey S. Kuglitsch
Rock County Corporation Counsel

