



ROCK COUNTY DEPARTMENT OF PUBLIC WORKS

Highways & Parks

3715 Newville Road, Janesville, WI 53545
Phone: (608)757-5450 Fax: (608)757-5470
www.co.rock.wi.us

Public Works Committee Meeting – Parks
Tuesday, February 7, 2023 – 8:30 a.m.
Public Works Department – Committee Room
3715 Newville Road
Janesville, WI 53545

Call to Order: Vice- Chair Mawhinney called the meeting of the Public Works Committee to order at 8:30 a.m.

Committee Members Present: Supervisors Mawhinney, Pennycook, Rashkin, and Woodman

Committee Members Absent: Supervisor Richard

Staff Members:

Duane Jorgenson	Director of Public Works
Nick Elmer	Assistant Director of Public Works
John Traynor	Parks Manager
Joshua Smith	County Administrator
Richard Greenlee	Corporation Counsel
Terri Carlson	Risk Manager
Amanda McElroy	Secretary II

Others Present:

Richard Bostwick	Rock County Board Chair
Alan Sweeney	Rock County Board Supervisor
Jeff Anderson	Mead & Hunt

Approval of Agenda: Supervisor Woodman moved approval of the agenda as presented, seconded by Supervisor Pennycook. ADOPTED.

Citizen Participation, Communications and Announcements: None.

REVIEW AND APPROVAL OF RESOLUTIONS

Allocating Funds to the Rock Koshkonong Lake District for Repair of the Indianford Park and Powerhouse Retaining Wall: (Multiple documents were provided at the meeting- see attachments). Supervisor Rashkin moved the Resolution, seconded by Supervisor Woodman. Mr. Traynor explained the Resolution and noted that a sink hole was observed at Indianford Park on 1/3/2023. Pictures were shown of the sinkhole (see attachments).

NOT OFFICIAL UNTIL APPROVED BY COMMITTEE

Mr. Anderson from Mead & Hunt Engineering explained the tentative plan of placing multiple grout bags in the area that had washed away to stabilize and provide scour protection under the wall. A hand drawn diagram was shown (see attachment). Mr. Anderson also discussed other ideas and why they were not feasible.

Mr. Sweeney expressed the urgency of the repair because the gates cannot be opened to address water flow, which could result in Lake Koshkonong flooding along with property damage.

Mr. Anderson explained that various sized grout bags would need to be used to fit geometrically, and that a permit is required from the Department of Natural Resources to address this repair. The cost of \$425,500 is an estimate for engineering and contracting and could change. Mr. Anderson said regular monitoring would be needed to ensure this doesn't happen again.

Mr. Sweeney noted that inspections are required every 10 years. Mr. Sweeney explained that due to the topography in the area (see attachment), the lake level will not be able to be lowered by opening the East chambers because it will send the water West toward the wall. Mr. Sweeney also stated that the West gates were opened approximately 10 days prior to the sink hole being observed. Mr. Sweeney said that the Rock Koshkonong Lake District cannot borrow money without a Meeting of Electors, and an emergency meeting is planned for late March.

Mr. Greenlee explained that the costs of the repair would come from the General Fund and be a grant with the expectation of reimbursement.

Mr. Anderson noted that the last time a contractor worked on the dam was around 2002.

Supervisor Rashkin stated that he wanted to place his trust in the professional engineers to address this problem. Supervisor Woodman does not want to lose the dam and park.
ADOPTED.

Next Meeting Date and Time: Tuesday, February 14, 2023, at 8:00 a.m. at the Department of Public Works.

Adjournment: Supervisor Woodman moved adjournment at 8:58 a.m., seconded by Supervisor Pennycook. ADOPTED.

Respectfully Submitted,
Amanda McElroy, Secretary II









SIDEVIEW →
 SHOWING DEPTH OF SCOUR
 SING TOWARD SINKHOLE
 4' PLUS NATURAL BOTTOM
 ↓ DEEPEST DEPTH
 EYE WALL BOTTOM

From 1/3/21 email from Mark Zubark to Brandon Marzke "There is no scour downstream of the construction joint. The scour starts at the construction joint and ends on the apron where the stop log tracks are. 4 ft + is the deepest scour hole. It starts at the construction joint roughly 5 ft and gets deeper as you go toward the building. Once you get past the 4-ft plus area it starts to get shallower as you make your way toward the stop log tracks"

STOP
 LOG
 TRACK →

← CONSTRUCTION
 JOINT

EYE WALL IN GOOD
 CONDITION

NATURAL
 BOTTOM

4' MIN
 7' OF MISSING
 MATERIAL
 18' WATER DEPTH

BOTTOM OF EYE WALL
 LOULDED OUT FROM
 CONSTRUCTION JOINT
 TO STOP LOG TRACK - AT THE DEEPEST PART OF SCOUR THE OVERSTANDING ON
 BOTTOM HAD BOTTOM OF EYE WALL 7' FROM NATURAL BOTTOM

TOPOGRAPHIC MAP

Known as Indianford Dam located in Rock County, Wisconsin.

Date of Field data collection: January 25, 2023

Prepared for: Mead & Hunt, Inc.

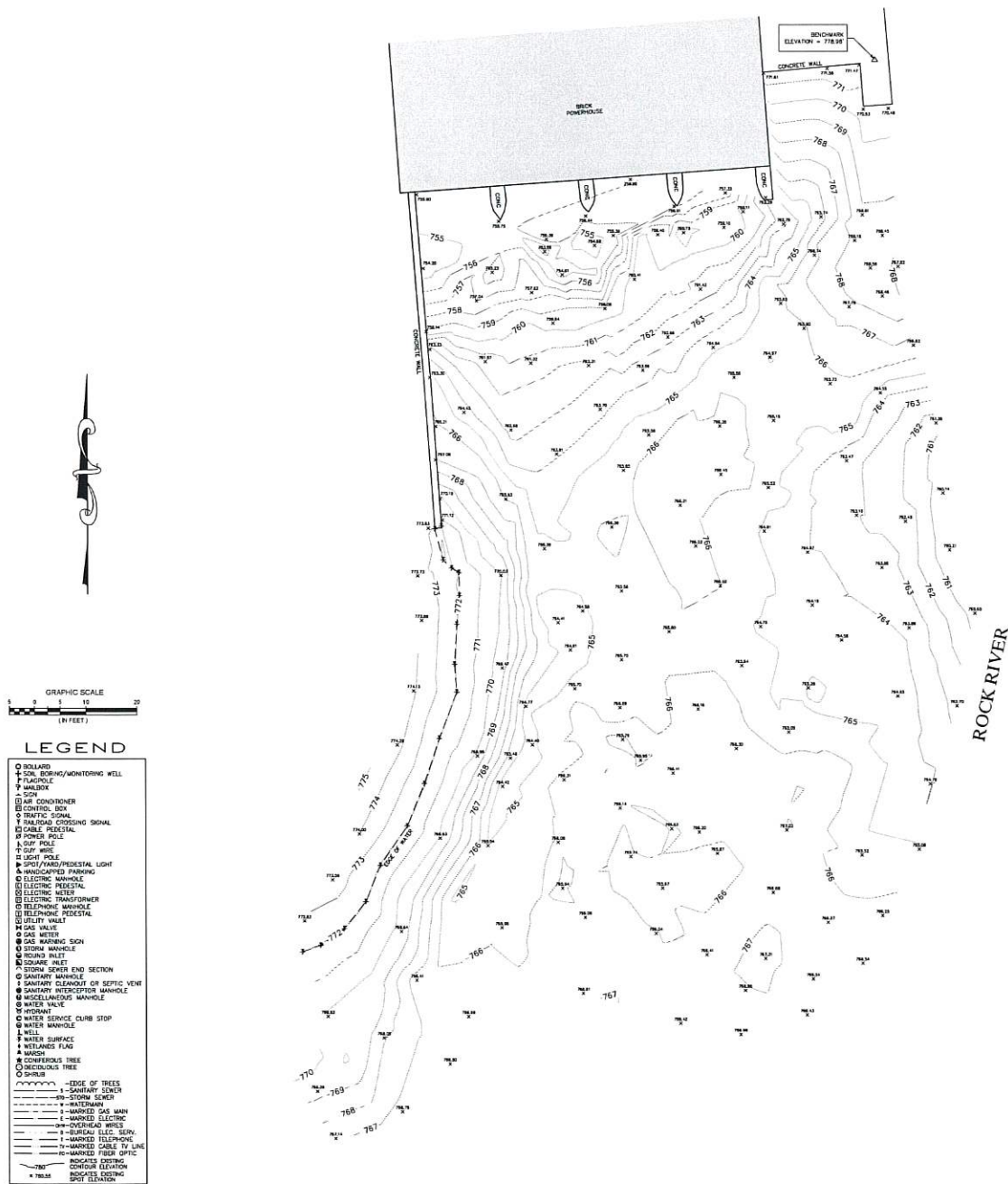
Project No. 168068-SMC

Notes

Horizontal coordinates based on Rock County Coordinate System.

Starting Vertical Benchmark:
Aluminum monument on the Eastern dam abutment wall
Elevation = 780.89

→ 320' EAST TO
STARTING BENCHMARK
ON EAST ABUTMENT WALL
ELEVATION = 780.89



DISSEMINATION NOT REQUIRED FOR THIS PROJECT.

THE UNDERGROUND UTILITY INFORMATION AS SHOWN HEREON IS BASED, IN PART, UPON INFORMATION FURNISHED BY UTILITY COMPANIES AND THE LOCAL MUNICIPALITY. WHILE THIS INFORMATION IS BELIEVED TO BE RELIABLE, ITS ACCURACY AND COMPLETENESS CANNOT BE GUARANTEED NOR CERTIFIED TO.

(1) INDICATES PIPE SIZES FOR RECORD PLANS. OTHER PIPE SIZES ARE ESTIMATED. NO PIPE SIZES SHOULD BE RELIED UPON WITHOUT FURTHER VERIFICATION.

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raSmith
CREATIVITY BEYOND ENGINEERING

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Brookfield, WI 53005-5938
(262) 781-1000
rasmith.com

SHEET 1 OF 1

State of Wisconsin
DEPARTMENT OF NATURAL RESOURCES
3911 Fish Hatchery Road
Fitchburg WI 53711

Tony Evers, Governor
Preston D. Cole, Secretary
Telephone 608-266-2621
Toll Free 1-888-936-7463
TTY Access via relay - 711



Docket ID: IP-SC-2021-54-00136

Tuesday, June 22, 2021

Rock Koshkonong Lake District
Mr. Alan Sweeney, Board Chair
11327 North Casey Road
Edgerton, WI 53534

Expedited delivery via email: alan.sweeney@co.rock.wi.us

Subject: Plan approval for repair/reconstruction of the Indianford Dam, across the Rock River, in the NW 1/4 of the NW 1/4 of Section 21, Township 04N, Range 12E, Rock County, Wisconsin
Field File: 53.04, Key Sequence #: 608

Dear Mr. Sweeney,

The Department of Natural Resources has received the plans and specifications, dated 6/18/2021, titled "*Indianford Discharge Capacity Upgrades*", completed under the professional seals of Jeffery A. Anderson, PE; Keff Kurella, PE; and G. Frank Ransley, PE; all of Mead & Hunt, Inc.

Based on the above submittal, the plans and specifications for the Indianford Dam are approved in accordance with the conditions listed in the attached document. A copy of the document must be posted for reference at the project site. Please read the plan approval conditions carefully so that you are fully aware of what is expected of you. Your enclosed plan approval confirms the state certification necessary for proceeding under an approval pursuant to a federal permit issued by the Army Corps of Engineers.

The following must be submitted to this office for review and approval no later than five working days prior to the beginning of work:

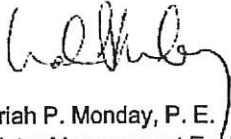
- **Final erosion control plans (i.e. construction sequence, stabilization, implementation details, etc.), if other than those shown on the approved plan are proposed by the contractor,**
- **Final water management plans, including any dewatering,**
- **Final coffer dam plans and specifications (including specific plans/specifications for the use of downstream bulkheads), if proposed by the contractor,**
- **Final demolition and waste disposal plans prior to commencing demolition (other work items may begin prior to this submittal).**
- **Final gate plans and shop drawings prior to gate installation (other work items may begin prior to this submittal), and**
- **Final plans and specifications for the debris boom prior to boom installation (other work items may begin prior to this submittal).**

Please note that State Statute requires you to submit a verified statement indicating that the dam was constructed in accordance with the plans and specifications approved by the Department, as well as photographs depicting the construction progress and its completion. These items will need to be submitted within 10 days after construction has finished.

Please notify me at least five days prior to beginning the project and again when the project has been completed.

If you have any questions regarding this letter or the plan approval (with conditions) please feel free to contact me at 608-225-6716 or via email at uriah.monday@wisconsin.gov.

Sincerely,



Uriah P. Monday, P. E.
Water Management Engineer
Wisconsin Department of Natural Resources
Fitchburg office

Copy to: Jeff Anderson, PE – Mead & Hunt, Inc. (via email)
 Tanya Lourigan, PE – WDNR Dam and Floodplain Safety Section Chief (via email)
 Wendy Peich – WDNR Municipal Dam Grant Manager (via email)
 Marty Dillenburg – WDNR Water Management Specialist (via email)
 Laura Stremick-Thompson – WDNR Fisheries Management Team Supervisor (via email)
 Kyle Johnson – WDNR Conservation Warden (via email)
 Matthew Groshek – US Army Corps of Engineers (via email)

STATE OF WISCONSIN DEPARTMENT OF NATURAL RESOURCES
Dam Repair/Reconstruction Plan Approval. Docket ID: IP-SC-2021-54-00136

Mr. Alan Sweeney, on behalf of the Rock-Koshkonong Lake District (RKLD) submitted plans dated 6/18/2021 to repair/reconstruct the Indianford Dam, Field File: 53.04, Key Sequence #: 608, across the Rock River, in the NW 1/4 of the NW 1/4 of Section 21, Township 04N, Range 12E, Rock County, Wisconsin. Plan approval conditionally granted, and Order issued.

FINDINGS OF FACT

THE DEPARTMENT OF NATURAL RESOURCES FINDS THAT:

1. The Rock-Koshkonong Lake District has filed an application for a plan approval to repair/reconstruct the Indianford Dam.
2. The Rock-Koshkonong Lake District submitted plans and specifications dated 6/18/2021, which were completed by and under the professional seals of Jeffery A. Anderson, PE; Keff Kurella, PE; and G. Frank Ransley, PE; all of Mead & Hunt, Inc.
3. This plan approval includes the authorization for the removal of portions of the floor and turbine bays within the powerhouse structure and the subsequent construction of a spillway section within the powerhouse; installation of a set of six (6) lift gates and related structural framing and access to control flow to this spillway section; installation of motors and electrical infrastructure to power the lift gates; installation of an improved debris removal boom affixed to the right abutment of the crest spillway and extending upstream to the right bank or the river just upstream of CTH M; a permanent gravel pad capable of supporting heavy equipment for the purpose of removing debris from the boom; and associated miscellaneous and appurtenant work.
4. The Indianford Dam has an assigned hazard rating of Low hazard. Under chapter NR 333, Wis. Admin. Code, a Low Hazard dam must be capable of passing the 100-year flood without overtopping. The Indianford Dam becomes submerged (ref. NR 333.03(25)) at approximately the 10-year flood, without overtopping, thus meeting the reduced requirements as allowed in per NR 333.07(2)(a). The proposed repairs once completed will provide an increase to the current spillway capacity.
5. The Department has completed an investigation of the project site and has evaluated the project as described in the application, plans, and specifications.
6. An Interim Inspection, Operation, and Maintenance Plan (IOMP) and an Interim Emergency Action Plan (EAP) have been previously approved on 5/22/2020 for the Indianford Dam.
7. Department environmental staff have determined that the proposed project will not result in significant adverse impacts to wetland functional values, significant impacts to water quality, or other significant adverse environmental consequences.
8. The powerhouse at the Indianford Dam is listed in the Wisconsin Historic Preservation Database under AHI No. 84172, and was determined eligible for the National Register of Historic Places in 1997. The project plan proposes to incur significant internal structural modifications to the powerhouse, including the removal of the existing interior wicket gates and concrete seats to improve water flow, removing existing trash racks, and removing or replacing existing conduits. The project also proposes to modify the exterior by installing a platform on the north elevation of the Powerhouse for operators to raise and lower gates and installing a second-story door and an interior stairway on the north side of the building to access the platform. The State Historic Preservation Office (SHPO) determined on 5/18/2021 that no historic properties will be adversely affected by the proposal, mainly due to many modifications to the property over the years.

9. Department environmental staff have determined that the proposed project, if constructed in accordance with conditions in the Order will not adversely affect water quality, will not increase water pollution in surface waters, and will not cause environmental pollution as defined in section 283.01 (6m), Wis. Stats.
10. Department environmental staff have determined that the Rock River is navigable at the location of the dam. The proposed project will not adversely affect public rights in navigable water and will not endanger life, health, and property upon compliance with the conditions in the attached Order.
11. Department staff have determined that the operation and maintenance of the Indianford Dam and flowage are in the public interest considering ecological, aesthetic, economic, and recreational values, provided compliance with the conditions in the attached Order.
12. The applicant applied for funding under the Wisconsin DNR's Municipal Dam Grant Program (MDGP) prior to 2/28/2020 and was notified that the proposed project was placed on the MDGP priority funding list on 6/3/2020. To date, all grant-related required timelines have been met by the applicant.
13. The plans, specifications, and supporting data describe the dam to have the following characteristics:

Drainage area	- 2594 sq mi, approximately
Normal hydraulic head	- 6 feet
Normal water surface elevation	- Summer Maximum/Minimum: 776.55/775.73 feet (MSL datum) - Winter Maximum/Minimum: 776.00/775.50 feet (MSL datum)
Structural height	- 13 feet
Normal storage volume	- 53000 acre-ft, approximately
Maximum storage volume	- 107000 acre-ft, approximately
Length of embankment	- 500 feet, approximately
Description and size of principal spillway	- a fixed-crest concrete spillway, approximately 277-feet long with an average crest elevation of 775.27 MSL, and - a 40-foot long slide gate section located on the east (left) end of the spillway with a sill elevation of 771.4 MSL, and - a powerhouse located on the west (right) end of the spillway containing two wicket gates in approx.. 9' diameter draft tube cones.
Maximum discharge of principal spillway	- 8000 cfs, approximately
Description and size of emergency spillway	- no emergency spillway
Total maximum discharge capacity	- 8000 cfs, approximately
Flood frequency of total capacity	- <10-year event

CONCLUSIONS OF LAW

1. The application review has been conducted in accordance with chapter 31, Wis. Stats., and chapter NR 333, Wis. Admin. Code.

2. The Department has complied with the requirements of section 1.11, Wis. Stats., section NR 1.95 and section NR 299.
3. Plan approvals for dams are minor actions under s. NR 150.20, Wis. Admin. Code, and do not require environmental analysis.

PLAN APPROVAL FOR REPAIR/RECONSTRUCTION

THE DEPARTMENT HEREBY THEREFORE DOES ISSUE AND GRANTS:

To the Rock-Koshkonong Lake District (RKLD), a plan approval under section 31.12, Wis. Stats., to repair/reconstruct the Indianford Dam across the Rock River, in the NW 1/4 of the NW 1/4 of Section 21, Township 04N, Range 12E, Rock County, Wisconsin, subject to the conditions of the Order which hereinafter follows.

ORDER

THE DEPARTMENT OF NATURAL RESOURCES, THEREFORE, ORDERS:

1. You must notify Uriah P. Monday, P. E. at 608-225-6716 or via email uriah.monday@wisconsin.gov at least five days before starting construction and again not more than five days after the project is complete. If a pre-construction meeting is scheduled, your notification must be received at least five days before the meeting.
2. This plan approval does not authorize any other work that is not included in the plans and specifications dated 6/18/2021, under the professional seals of Jeffery A. Anderson, PE; Keff Kurella, PE; and G. Frank Ransley, PE; all of Mead & Hunt, Inc.. If you wish to alter the project or approval conditions, you must first obtain written approval from the Department.
3. The approved plans are not transferrable and shall become null and void unless the repairs are completed within two years from the date the plans were approved. If the project is not completed by this date, you must submit a written request for an extension prior to the expiration date of the plan approval. Your request must identify the requested extension date and the reason for the extension. An extension may be granted, for good cause, by the Department. You may not begin or continue construction after the original expiration date unless the Department grants a new plan approval or extension in writing.
4. This approval does not authorize a drawdown of the impoundment held by the dam to levels below the seasonal minimums in the current Operating Order as established by Docket # IP-SC-2019-54-01639 dated May 19, 2019. If a drawdown becomes necessary for the proper completion of the proposed work, you must first apply for and obtain approval from the Department.
5. A minimum low flow of 140 CFS, in compliance with section 31.34, Wis. Stats., and the existing Operating Order as established by Docket # IP-SC-2019-54-01639 dated May 19, 2019, must be passed at all times for the duration of the project.
6. A final water management plan related to dewatering the turbine pits during demolition and construction on the turbine pit level will need to be prepared and submitted to the Department for review and approval at least five (5) working days prior to dewatering. Additional separate permit applications for pit and trench dewatering and/or high-capacity dewatering may be required, if applicable.
7. A final coffer dam design will need to be prepared by a professional engineer registered in Wisconsin and submitted to the Department for review and approval at least five (5) working days prior to placing any coffer dam or diversion. Any use of the existing downstream bulkhead slots must also adhere to this requirement, as the approved plans do not include specific design of the bulkheads.

8. A final demolition and disposal plan for the demolition of the turbine pit must be submitted to the Department for review and approval at least five (5) working days before demolition commences.
9. Final gate shop drawings must be submitted to the Department for review and approval at least five (5) working days before installation.
10. Final debris boom shop drawings must be submitted to the Department for review and approval at least five (5) working days before installation.
11. Project-specific Environmental Considerations:
 - a. The project has received clearance from the Department's Historic Preservation Unit, Bureau of Environmental Analysis & Sustainability, regarding modifications to the powerhouse structure. The State Historic Preservation Office (SHPO) determined on 5/18/2021 that no historic properties will be adversely affected. The proposed work to the powerhouse must be confined to the activities and features described on the approved project plan.
 - b. Kitten Tails (*Besseyia bullii*), a Wisconsin Threatened terrestrial plant, may be present in the area. Construction activities will need to remain in existing paved/graveled/maintained lawn areas as shown on the plan. If upland areas outside of paved/graveled/maintained lawn areas will be impacted, then surveys for the plant will be required.
 - c. The approved project plans do not involve in-stream or underwater work beyond the limits of the existing powerhouse, with the exception of the installation of the debris boom. If changes are made to the project that require in-stream and/or underwater work other than as shown on the approved project plans, proposals for such work shall be submitted to the Department for review and approval, and may be subject to date restrictions or other additional habitat-related conditions.
12. Storage of construction materials shall be outside of any wetland and above the ordinary high-water mark of the stream. Storage of construction materials within mapped floodplain shall comply with local floodplain permitting requirements.
13. You are responsible for obtaining any Local, State, or Federal permits or approvals prior to beginning the project.
14. Upon notice, you shall allow access to your project site during reasonable hours to any Department employee who is investigating the project's construction, operation, maintenance or plan approval compliance.
15. The Department may modify or revoke this plan approval if the project is not completed according to the terms of the plan approval, or if the Department determines the activity is detrimental to the public interest.
16. You must post a copy of this plan approval at a conspicuous location on the project site, visible from the waterway, for at least five days prior to construction, and remaining at least five days after construction. You must also have a copy of the approval, plans and specifications available at the project site at all times until the project is complete.
17. Your acceptance of this plan approval and efforts to begin work on this project signify that you have read, understood and agreed to follow all conditions of this approval.
18. On-site inspection by a professional engineer registered in Wisconsin shall be performed periodically and during the critical stages of construction. Critical stages are considered anytime that the work performed will be covered and cannot be inspected at a later time. Weekly inspection reports including photographs or video shall be submitted by the inspecting registered engineer.
19. You must submit a series of photographs to the Department, within 10 business days of completion of work on the site. The photographs must be taken from different vantage points and shall depict all work authorized by this plan approval.
20. **Section 31.12(4), Wis. Stats., requires a verified statement to be filed with the Department within 10 days after completion of the repairs to the dam, stating that it was constructed in accordance with the plans and specifications approved by the Department.**
21. Two hard copies and an electronic copy of signed and sealed record drawings and specifications shall be submitted to the Department within 30 business days after the completion of work on the site.

22. Submit an updated Emergency Action Plan (EAP) and Inspection, Operation, and Maintenance (IOM) Plan to the Department for review within 10 business days of completion of work on the site.
23. In order to remain eligible for funding from the Municipal Dam Grant Program, all of the requirements of the program under NR 335 must be met, including but not limited to:
- adhering to Wisconsin municipal bidding laws,
 - submitting bid results within 90 days of this plan approval for review and approval by the Department,
 - executing a grant award agreement with the Department,
 - commencing construction activity ONLY after the above actions are completed, and
 - completing the project within the timeframes outlined in NR 335.10 "Construction Period".
24. The Department shall retain jurisdiction during construction for the purpose of monitoring water quality and shall cause the applicant to install such devices or make such modifications to the dam and flowage as may be reasonably necessary to protect water quality in the Rock River and prevent violation of the water quality standards enumerated in chapter NR 102, Wis. Admin. Code. If water quality standards are violated during construction and no feasible method is available to prevent such violation from continuing, the Department shall initiate proceedings for the revocation of the plan approval herein issued.
25. Erosion control provisions:
- If erosion control plans, construction sequence, and/or dewatering procedures other than those shown on the approved plan are proposed by the applicant, engineer, or contractor, details describing changes must be submitted to the Department for review and approval no later than five working days prior to beginning work.
 - The sponsor shall implement and maintain proper soil erosion and sediment control best management (BMPs) practices during construction of the project. Erosion and sediment control BMPs shall be accomplished using the guidelines in the Department construction site erosion and sediment control technical standards available via the internet at <http://dnr.wi.gov/topic/stormwater/>. BMPs shall be properly installed, inspected, and maintained to function as intended until the project site is stabilized. All temporary erosion and sediment control practices (e.g. silt fence, etc.) shall be removed once the construction site has undergone final stabilization.
 - Construction sites disturbing one or more acres of land require coverage under a Department construction site storm water discharge permit prior to commencing any land disturbing construction activity. Construction sites disturbing less than one acre but more than 10,000 square feet on the bank of a navigable waterway may require coverage under a Department chapter 30, Wis. Stats. grading permit. Both of these permits require site specific erosion and sediment control plans prepared by the sponsor.
 - Appropriate erosion and sediment control measures must be in-place prior to clearing the site and effective during every phase of the project. Erosion and sediment control measures must be in place at the end of each working day. Erosion and sediment control measures must be inspected within 24 hours after every rainfall exceeding one-half inch and at least once per week. Necessary repairs or replacement of erosion and sediment control measures must be made within 24 hours after inspection.
 - You must maintain a written report of the erosion control inspections, including a description of maintenance performed. The reports must be made available to Department personnel upon request and remain on the project site while work is being performed.
 - Stabilization of disturbed soils in the non-growing season (e.g., between October 1st and April 15th) requires the use of temporary measures including erosion matting, or land applied erosion control additives.
 - When a uniform perennial vegetative cover has been established with a density of at least 70 percent, or prior to at the direction of the Department, all temporary erosion and sediment control measures must be removed and disposed of properly. Any remaining temporary erosion and sediment control devices after this point constitute litter and may be enforced as determined necessary by the Department.
26. All equipment used for the project including but not limited to tracked vehicles, barges, boats, silt or turbidity curtain, hoses, sheet pile and pumps shall be de-contaminated for invasive and exotic viruses and species prior to use and after use. The following steps should be taken every time you move your equipment to avoid transporting invasive and exotic viruses and species. To the extent practicable, equipment and gear used on infested waters should not be used on other non-infested waters.
- Inspect and remove** aquatic plants, animals, and mud from your equipment.

- b. **Drain all water** from your equipment that comes in contact with infested waters, including but not limited to tracked vehicles, barges, boats, silt or turbidity curtain, hoses, sheet pile and pumps.
- c. **Dispose** of aquatic plants, animals in the trash. Never release or transfer aquatic plants, animals or water from one water body to another.
- d. **Wash your equipment** with hot (>104F) and/or high-pressure water OR allow your equipment to **dry thoroughly for 5 days**.

27. You, your agent, and any involved contractors or consultants may be considered a party to the violation pursuant to sections 31.23 and 31.99, Wis. Stats., for any violation of chapter 31, Wis. Stats. or this permit.

NOTICE OF APPEAL OF RIGHTS

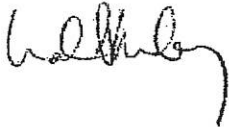
If you believe that you have a right to challenge this decision, you should know that the Wisconsin statutes and administrative rules establish time period within which requests to review Department decisions must be filed. For judicial review of a decision pursuant to sections 227.52 and 227.53, Wis. Stats., you have 30 days after the decision is mailed, or otherwise served by the Department, to file your petition with the appropriate circuit court and serve the petition to the Department. Such a petition for judicial review must name the Department of Natural Resources as the respondent.

To request a contested case hearing pursuant to section 227.42, Wis. Stats., you have 30 days after the decision is mailed, or otherwise served by the Department, to serve a petition for hearing on the Secretary of the Department of Natural Resources. All requests for contested case hearings must be made in accordance with section NR 2.05(5), Wis. Adm. Code, and served on the Secretary in accordance with section NR 2.03, Wis. Adm. Code. The filing of a request for a contested case hearing does not extend the 30-day period for filing a petition for judicial review.

This Decision was emailed on June 22, 2021.

STATE OF WISCONSIN DEPARTMENT OF NATURAL RESOURCES

For the Secretary



Uriah P. Monday, P. E.
Water Management Engineer
Wisconsin Department of Natural Resources
Fitchburg office

	AGREEMENT FOR TRANSFER OF THE INDIANFORD DAM	
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THIS AGREEMENT (the "Agreement") is made and entered into as of the 17th day of January, 2002 by and between Rock County, a Wisconsin municipal corporation (the "County") and the Rock Koshkonong Lake District, a Wisconsin municipal corporation created pursuant to Chapter 33 of the Wisconsin Statutes (the "District") to set forth the terms and conditions pursuant to which the County shall complete certain repairs to the Indianford Dam and transfer title to the real property and personal property constituting the Indianford Dam to the District subject to certain continuing obligations of the County.

Return to: William P. O'Connor 25 West Main Street Suite 801 Madison, WI 53703
Tax Key No. _____

W I T N E S S E T H :

WHEREAS, the County is fee owner of property constituting the Indianford Dam, including personal property or fixtures situated at or used in association with the management of the Indianford Dam, together with the real property on which the Indianford Dam is situated on the Rock River in the Northwest quarter of the Northwest quarter of Section 21, Township 4 North, Range 12 East, (Town of Fulton), Rock County, Wisconsin, which real property is more particularly described on Exhibit "A", hereto, and collectively referred to as the "Indianford Dam" or the "Dam", together with adjacent lands (including lands constituting Indianford County Park) more particularly described on Exhibit "A", hereto, and referred to as the "County's Retained Lands", and

WHEREAS, the Jefferson County Board of Supervisors has adopted its Resolution 2000-53 providing for certain payments to be made to Rock County by Jefferson County for repairs to the Indianford Dam and authorizing the execution of an agreement between the said counties and the District setting forth the specific terms and conditions of such payments (the "Jefferson County Agreement"), which is attached hereto as Exhibit "C", and

WHEREAS, Rock County intends to transfer to the District and the District intends to accept from the County the Indianford Dam and Rock County intends to provide the District with certain current and future payments and to assign to the District the County's interest in certain future payments pursuant to the Jefferson County Agreement, and

WHEREAS, the County and the District desire to set forth the terms and conditions of the dam transfer, assignment and payments.

NOW THEREFORE, for good and valuable consideration, the receipt of which hereby is acknowledged, the parties hereto agree as follows:

1. **AGREEMENT TO TRANSFER AND ACCEPT TITLE TO THE INDIANFORD DAM.** The County hereby agrees to transfer to the District and the District hereby agrees to accept from the County, all of the County's right, title and interest, together with all responsibilities, obligations and liabilities, in and to the Indianford Dam, together with all rights, privileges and easements appurtenant thereto, subject only to the exceptions and items set forth herein.

2. **CONSIDERATION.** The parties recognize that the ownership of the Dam is a liability, imposing legal and financial obligations on the owner. In consideration of the District's agreement to accept ownership and responsibility for the Dam, the County agrees:

- (a) To provide the District with the capital sum of \$600,000.00 to be paid as follows:
\$100,000.00 in cash at closing and the balance of \$500,000.00 in annual installments as described in Exhibit B.
- (b) To assign to the District its interest, together with all responsibilities, obligations and liabilities in the Jefferson County Agreement as provided in Section 8 and in the Option to Lease the Indianford Dam entered into between the County and the Indianford Water Power Company dated October 13, 2000.
- (c) To continue to support the costs of maintaining the telemetry stations maintained in accordance with the Wisconsin Department of Natural Resources order in effect from time to time regulating the water levels of the waters impounded by the Indianford Dam by payment to the District on or before February 15 of each year an amount not less than the amount paid for such stations by Jefferson County.
- (d) To provide additional funds to the District in the event of Major Future Repairs to the dam as provided in Paragraph 10.

3. **TITLE.**

3.1 **Title Insurance Commitment.** Within 30 days following the execution of this Agreement, the County shall furnish the District with a Commitment for an Owner's Title Insurance Policy covering title to the real property constituting the Dam site issued by a title insurance company licensed in Wisconsin to issue title insurance in the amount of \$15,000.00 upon recording of proper documents showing title to the property to be in the condition called for in this Agreement, subject only to standard ALTA title insurance exceptions as appropriate, as of a date no more than fifteen (15) days before such title proof is provided to the Districts. The District shall notify the County of any valid objection to title in writing by closing. The County shall have a reasonable time, but not exceeding fifteen (15) days (the "Cure Period"), to remove the objections, and closing shall be extended as necessary for this purpose.

3.2 **Objections to Title.** If such defects are not cured within the Cure Period, the District shall have the right, within five (5) days after expiration of the Cure Period, to terminate this Agreement or, at the District's election, to accept the title as it then is upon giving to The County written notice of such election. If The District elects to terminate or is deemed to have terminated this Agreement, then this Agreement shall become null and void and The County and The District shall be released of and from all obligations and liabilities hereunder.

4. **CLOSING.**

4.1 **Closing Date.** The transfer of the Dam shall be closed after the contingencies set forth in Paragraph 5 have been satisfied at the office of a Title Company in Rock County selected by the County at a time and date acceptable to both parties but not earlier than January 8, 2003, nor later than January 31, 2003, (the "Closing"), subject to the following: In the event that the contingencies set forth in paragraph 5 have not been satisfied by January 1, 2003, the District agrees to close this transaction within 30 days following the satisfaction of the contingencies set forth in Paragraph 5, provided that such contingencies are satisfied no later than January 1, 2004. In the event the contingencies set forth in Paragraph 5 have not been satisfied by January 1, 2004, the District may declare this Agreement null and void.

4.2 **County's Deliveries in Advance of Closing.** At least 21 days prior to Closing, the County shall execute and deliver the following:

- (a) A draft warranty deed in recordable form conveying good and fee simple title to the real property and fixtures

constituting the Dam and the personal property listed on Exhibit E, subject to the exceptions to title permitted by the terms of paragraph 3.1, and to any other exceptions to title which The District fails to object to or which The District waives pursuant to paragraph 3.2 together with a perpetual easement over and across the County's Retained Lands for the purpose of ingress and egress to the Dam and a perpetual easement for the installation and maintenance of the safety cable, warning signs and lights that are seasonally installed across the Rock River immediately upstream from the Dam and for the seasonal storage of such safety cable on County Highway "M" bridge located immediately upstream from the Dam.

- (b) An Affidavit of Title in form and substance reasonably required by the Title Company and The District.
- (c) A Wisconsin Real Estate Transfer Tax Return.

4.3 **County's Deliveries at Closing.** At Closing, the County shall execute and deliver the following:

- (a) A warranty deed, executed by the County Clerk, and otherwise in recordable form conveying good and fee simple title to the real property and fixtures constituting the Dam and the personal property listed on Exhibit E, subject to the exceptions to title permitted by the terms of paragraph 3.1, and to any other exceptions to title which the District fails to object to or which the District waives pursuant to paragraph 3.2 together with a perpetual easement over and across the County's Retained Lands for the purpose of ingress and egress to the Dam and a perpetual easement for the installation and maintenance of the safety cable, warning signs and lights that are seasonally installed across the Rock River immediately upstream from the Dam and for the seasonal storage of such safety cable on County Highway "M" bridge located immediately upstream from the Dam.

- (b) Any other documents as reasonably may be required by the District or the Title Company to consummate the Closing.
- (c) Funds payable to the Rock-Koshkonong Lake District, in the amount of \$100,000.00.
- (d) Funds payable to the title company or other payees in amounts sufficient to settle closing costs chargeable to the County.
- (e) An assignment of Rock County's interest in the Option to Lease the Indianford Dam entered into between the County and the Indianford Water Power Company dated October 13, 2000.

4.4 **The District's Deliveries at Closing.** At Closing, the District shall execute and deliver the following:

- (a) Such documents as reasonably may be required to consummate the Closing.
- (b) Funds payable to the title company or other payees in amounts sufficient to settle recording fees and other costs chargeable to the District.

4.5 **Possession.** Possession of the Dam shall inure to District at the conclusion of the Closing. Possession of the Dam by the Lake District is subject to the terms and conditions of the Option to Lease the Indianford Dam entered into between the County and the Indianford Water Power Company dated October 13, 2000.

5. **CONTINGENCIES.** The obligations of the District to accept title to the Indianford Dam Property is expressly contingent upon each of the following:

- (a) The completion, without expense to the District, of all required repairs to the dam and powerhouse by Rock County and the completion of the related matters all as described in Exhibit D and the written communication from the Secretary of the Wisconsin Department of Natural Resources, as of a date not less than 30 days prior to closing, that: (1) the County is in full compliance with applicable legal and permit requirements affecting the Dam, (2) that all repairs required in order to comply with the Wisconsin Department of Natural Resources inspection of the Indianford Dam in July and

October 1997 and follow-up report dated December 17, 1997 have been completed to the satisfaction of the Department, and (3) that the Department shall not assess any fine, forfeiture or other penalty nor initiate any enforcement action resulting from the management, operation, maintenance or repair of the Indianford Dam during the period of its ownership by Rock County. In the event of any disagreement between Rock County and the District as to whether the Powerhouse and other non-DNR ordered repairs and other matters described in Exhibit D have been satisfactorily completed, the matter shall be determined by two independent licensed civil engineers, one of whom shall be designated by the County and one by the District. In the event such engineers cannot agree on any matter relating to the adequacy of the completion of any item described in Exhibit D, they shall jointly designate a third licensed professional civil engineer whose determination shall be conclusive on the parties. Each party shall be responsible to compensate any engineer engaged by that party and for one-half of the compensation paid to any jointly designated engineer under this paragraph.

- (b) The issuance by the Wisconsin Department of Natural Resources, as of a date not less than 15 days prior to closing, of a Permit pursuant to Chapter 31 of the Wisconsin Statutes authorizing the transfer of ownership and responsibility for the Indianford Dam from the County to the District or of evidence satisfactory to the District that such permit shall be issued promptly following Closing.
- (c) The issuance and delivery to the District of a letter by the Jefferson County Corporation Counsel, as of a date not less than 15 days prior to closing, that Rock County is in compliance with the requirements of the Jefferson County Agreement. If the County and the District can reasonably agree that such compliance has occurred, no such letter will be required.
- (d) The issuance and delivery to the District of a letter by the Indianford Water Power Company, as of a date not less than 15 days prior to closing, that Rock County is in compliance with the Option to Lease the

Indianford Dam entered into between the County and the Indianford Water Power Company dated October 13, 2000. If the County and the District can reasonably agree that such compliance has occurred, no such letter will be required.

In the event that any contingency is not timely satisfied or waived by the District, the District may declare this Agreement null and void.

6. **TAXES AND PRORATIONS.** At the Closing, the following taxes and other charges with respect to the transactions contemplated by this Agreement shall be paid and/or prorated by the parties as of the Closing Date:

6.1 **Transfer Taxes.** State real estate transfer taxes, if any, shall be paid by the County.

6.2 **Recording Fees.** All recording fees arising from the recording of documents necessary to show that title to the Real Property is in the County shall be paid by the County.

6.3 **Title Company Charges.** Premiums, and other charges for the issuance of the Owner's Title Insurance Policy for the Real Property and charges imposed by the Title Company for closing services shall be borne by the County.

6.4 **Assessments.** Any special assessments or other municipal charges levied prior to Closing shall be paid by the County.

7. **DAM MANAGEMENT PRIOR TO CLOSING.** The County shall, without expense to the District, undertake or cause to be undertaken, all necessary dam management services, including without limitation maintenance of telemetry systems, water level regulation, debris removal and related operations from the execution of this Agreement until closing, all as required to comply with the laws of the United States and the State of Wisconsin, including the permit for the operation of the Indianford Dam issued to the County pursuant to Chapter 31 of the Wisconsin Statutes or any superceding permit issued by the Federal Energy Regulatory Commission to the County or to the Indianford Water Power Company.

8. **ROCK COUNTY AGREEMENT WITH JEFFERSON COUNTY.** From the execution of this Agreement until Closing, the County shall perform its obligations under the Jefferson County Agreement. The County shall be entitled to apply the \$75,000.00 dam restoration payment from Jefferson County as provided in the Jefferson County Agreement toward the Repairs described in Paragraph 5(a). At Closing, the District shall assume the rights, liabilities and obligations of the County under said Agreement as successor owner of the Indianford Dam and shall be

entitled to receive each annual \$10,000 payment for future dam repairs provided therein. In the event any such payment has been received by the County prior to Closing and not properly expended, the amounts paid shall be transferred to the District at Closing.

9. **DAM MANAGEMENT AFTER CLOSING.** In order to minimize "Major Repair Costs" and "Major Dam Repairs", as detailed in Paragraph 10, the District agrees to undertake or cause to be undertaken, all necessary ongoing dam maintenance and repairs, together with all necessary dam management services, including without limitation maintenance of telemetry systems, water level regulation, debris removal and related operations after closing, all as required to comply with the laws of the United States and the State of Wisconsin, including the permit for the operation of the Indianford Dam issued pursuant to Chapter 31 of the Wisconsin Statutes or any superceding permit issued by the Federal Energy Regulatory Commission.

10. **FUTURE MAJOR DAM REPAIRS.** The County acknowledges that the ownership and responsibility of the Indianford Dam is a liability. As an additional inducement to the District to accept such responsibility, the County agrees to provide financial assistance to the District in the event that major dam repairs are required during the term of this agreement, as follows:

- (a) "Major Repair Costs" means necessary and reasonable costs expended by the District in order to plan, design and carry out repairs or restoration of any structural, mechanical or related components of the dam (including the east and west wicket gates), necessary to comply with DNR or FERC Orders. "Major Repair Costs" does not include costs associated with fixtures or equipment used for the generation of electrical power.
- (b) In the event that the District expends (on a cash basis) Major Repair Costs in any calendar year exceeding \$1,000,000.00, adjusted as provided in subparagraph 10(d), the County shall reimburse the District for one-half of the amount of such repairs exceeding \$1,000,000.00, as adjusted, provided that in no event shall the County's share of such costs exceed \$250,000.00 adjusted as provided in subparagraph 10(d). The County's share of such Major Repair Costs shall be payable to the District within 90 days following the District's delivery to the Rock County Clerk of a statement itemizing the District's payment for such Major Repair Costs and including a statement signed by a qualified professional engineer certifying

that such expenses were reasonable and necessary to comply with DNR or FERC Orders.

- (c) In the event that the District expends Major Repair Costs in any calendar year prior to the satisfaction of the County's payment obligations under Paragraph 2(a), the County (in addition to any amounts due under Subparagraph 10(b)) shall make an accelerated payment against its obligations under Paragraph 2(a) following the District's request therefore in an amount equal to the lesser of such costs or the balance or principal and interest under Paragraph 2(a) on the date of payment. Such amount shall be payable to the District within 90 days following the District's delivery to the Rock County Clerk of a statement itemizing the District's payment for such Major Repair Costs and including a statement signed by a qualified professional engineer certifying that such expenses were reasonable and necessary to comply with DNR or FERC Orders.
- (d) The \$250,000.00 limitation and the \$1,000,000.00 qualification set forth in Paragraph 10(b) shall be adjusted as of January first of each year during the term of this Agreement to account for cost inflation in accordance with the Consumer Price Index - Midwest Urban Consumers, published by the United States Department of Commerce, Bureau of Labor Statistics or a successor index reasonably calculated to reflect such costs in the Midwest region of the United States.

11. MAINTENANCE OF SMALL CRAFT PASSAGE ON COUNTY'S RETAINED LANDS. The County acknowledges that the Indianford Dam constitutes an obstacle to navigation and agrees to take all necessary actions to provide foot passage for watercraft over and across the County's Retained Lands in a manner consistent with all applicable laws and regulations relating to public rights in navigable waters or affecting the placement and operation of the Indianford Dam. In the event the County transfers title to all or any part of the County's Retained Lands, the County agrees to include provisions in the instrument of conveyance to ensure the continued future availability of such passage.

12. ACCESS - INDEMNIFICATION. Between the date of execution of this Agreement and the Closing Date, the District may, upon request to the Rock County Parks Director, have reasonable access to the Dam for the purpose of testing, surveying, examining, inspecting, and similar purposes. Said requests shall not be unreasonably denied. The District hereby agrees to indemnify, protect, defend and hold the County harmless for, from and

against any and all damages, claims, costs, losses or liabilities caused by (a) the activities of the District, its agents, employees or contractors upon the Dam or (b) any tests or investigations performed by or on behalf of the District during such Investigation Period or at any other time prior to the Closing Date. If the District terminates this Agreement during the Investigation Period, or the District terminates this Agreement prior to the Closing Date, then the District shall be obligated to repair any damage(s) to the Dam arising as a result of the activities of the District, its agents, employees or contractors upon the Dam.

13. **AMENDMENT.** This Agreement shall not be amended or modified except in writing and signed by both parties.

14. **ASSIGNMENT.** This Agreement may not be assigned by either party and any attempted assignment in violation of this provision is void. The parties agree that this paragraph does not prohibit the County from leasing the dam pursuant to the Option to Lease the Indianford Dam entered into between the County and the Indianford Water Power Company dated October 13, 2000.

15. **SURVIVAL.** Any covenant, representation or warranty in this Agreement, which is to be performed after the Closing, shall survive the Closing.

16. **REMEDIES.** The District enters into this Agreement in reliance upon the County's agreement to complete repairs to the Dam, convey title to the Dam to the District and otherwise satisfy its obligations as provided herein. The County enters into this Agreement and agrees to complete the repairs, convey title to the Dam and satisfy its other obligations in reliance upon the District's agreement to accept title to and responsibility for the Dam all as provided herein. In addition to any other available remedy, either party may enforce these obligations through an action for specific performance. In the event of a material breach of this Agreement by the District, the County may proceed to abandon the dam, notwithstanding this Agreement. In the event the County elects to proceed with abandonment of the Dam, the District shall not be precluded from opposing or objecting to the abandonment of the dam on grounds not related to this Agreement.

17. **COSTS OF ENFORCEMENT.** Any costs incurred by the prevailing party in an action to enforce the terms of this Agreement, including, without limitation, costs of suit and reasonable attorneys' fees, shall be borne by the other party.

18. **NOTICES.** Any notice, request, demand, instruction or other document to be given or served hereunder, or under any document or instrument executed pursuant hereto, shall be in writing and shall be deemed to have been delivered upon actual receipt by either personal delivery or delivery by a nationally recognized overnight courier service, with all charges prepaid, or 72 hours

after it is deposited with the United States Postal Service, registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

If to the County, addressed to:

Rock County Clerk
Rock County Courthouse
51 S. Main Street
Janesville, WI 53545

And if to the District, addressed to:

District Chair
Rock-Koshkonong Lake District
P. O. Box 68
Edgerton, WI 53534

19. **GOVERNING LAW.** This Agreement shall be governed by and construed according to the laws of the State of Wisconsin.

20. **EXHIBITS.** All Exhibits referred to herein are hereby incorporated in this Agreement by reference.

21. **HEADINGS.** The various headings used in this Agreement are for convenience only and are not to be used in interpreting the text of the paragraph in which they appear or to which they relate.

22. **COUNTERPARTS.** This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

23. **REPRESENTATION OF DISTRICT AUTHORITY.** The Chairperson and Secretary of the District are authorized to enter into this Agreement pursuant to a Resolution of the electors and property owners of the District adopted at the duly convened 2001 Annual Meeting of the District on July 28, 2001 and a Resolution of the Board of Commissioners of the District adopted at a duly convened meeting held on the 17th day of JANUARY, 2002.

24. **REPRESENTATION OF COUNTY AUTHORITY.** The Rock County Board Chair and County Clerk are authorized to enter into this Agreement pursuant to Rock County Board of Supervisors Resolution 02-1A-126 adopted at the duly convened meeting of the Board of Supervisors held on the 10th day of January, 2002.

25. **TERM OF AGREEMENT.** The term of this Agreement shall commence on the date of execution and extend for a term ending on the 50th anniversary of the date of execution.

26. **TERMS.** References in this Agreement to "DNR" and "FERC" refer respectively to the Wisconsin Department of Natural Resources and the Federal Energy Regulatory Commission and include any agency with regulatory jurisdiction over the Indianford Dam.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate originals on the dates listed opposite their respective signatures below.

By:

Jim Folk
Jim Folk, Chair

ATTEST:

Ray Lunder
Ray Lunder, Secretary

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

Personally came before me this 17th day of JANUARY, 2002 the above named Jim Folk and Ray Lunder, to me known to be the Chair and Secretary, respectively, of the Rock-Koshkonong Lake District, who executed the foregoing instrument and acknowledged the same.

William P. O'Brien
Notary Public DANE County, Wis.
My Commission is permanent. (~~If not, state expiration date: _____~~)

By:

Terry G. Maybee
Terry G. Maybee, County Board Chair

ATTEST:

Kay S. O'Donnell
Kay S. O'Donnell, County Clerk

STATE OF WISCONSIN)
) ss.
COUNTY OF ROCK)

Personally came before me this 16th day of January, 2002, the above named Terry G. Maybee and Kay S. O'Donnell, to me known to be the County Board Chair and County Clerk, respectively, of Rock County, who executed the foregoing instrument and acknowledged the same.

Maureen J. Johnson
Notary Public, Rock County, Wis.
My Commission 9/18, 2005

This document was drafted by:
William P. O'Connor
25 W. Main Street, Suite 801
Madison, WI 53703
(608) 255-7277

Exhibit A

LEGAL DESCRIPTION OF THE INDIANFORD DAM

[TO BE SUPPLIED PRIOR TO CLOSING. THE LEGAL DESCRIPTION OF THE DAM PROPERTY SHALL INCLUDE THE AREA ACTUALLY OCCUPIED BY THE DAM AND POWERHOUSE INCLUDING A PERIMETER AREA NECESSARY TO ACCESS AND MAINTAIN THE POWERHOUSE AND DAM.]

DESCRIPTION OF THE COUNTY'S RETAINED LANDS

[TO BE SUPPLIED PRIOR TO CLOSING. THE LEGAL DESCRIPTION OF THE COUNTY'S RETAINED LANDS SHALL INCLUDE ALL LANDS OWNED BY THE COUNTY ADJACENT TO THE DAM ON BOTH SIDES OF THE ROCK RIVER, INCLUDING INDIANFORD COUNTY PARK.]

Exhibit B

PAYMENTS UNDER SECTION 2(A)

The County shall pay the sum of \$100,000.00 to the District at closing. The balance of \$500,000.00 shall be payable to the District in accordance with the following terms:

- Annual installment payments of \$50,000 principal plus the accrued interest on the outstanding principal balance shall be paid to the District in ten annual installments beginning on the first anniversary of the closing date, except that if Major Future Repairs to the Dam are required prior to the satisfaction of the County's obligations under Paragraph 2(a) of this Agreement and this Exhibit B, the County shall make an accelerated payment of principal and interest as provided in Paragraph 10(c) of the Agreement.
- Interest on the balance due will be computed from the closing date at the rate paid on funds held by the State of Wisconsin Pooled Investment Fund during the most recent calendar year which has been reported as of 14 days prior to the payment date.
- The County may make prepayments of principal at any time without penalty.

Exhibit C

JEFFERSON COUNTY AGREEMENT

AGREEMENT FOR THE REPAIR OF THE
INDIANFORD DAM, ROCK COUNTY, WISCONSIN

This Agreement for the Repair of the Indianford Dam, Rock County, Wisconsin (hereinafter "Agreement") is made as of JANUARY 11, 2002, by and among ROCK COUNTY, a political subdivision of the State of Wisconsin and JEFFERSON COUNTY, a political subdivision of the State of Wisconsin and the Rock-Koshkonong Lake District, a Wisconsin municipal corporation established pursuant to Chapter 33 of the Wisconsin Statutes, (hereinafter the "DISTRICT"), pursuant to the authority granted in chs. 33, 59 and 66 of the Wisconsin Statutes and .

WHEREAS Rock County, the owner of the Indianford Dam since 1966, is under orders from the Wisconsin Department of Natural Resources ("WDNR") to repair said Dam and has requested financial assistance from Jefferson County and others to make the these repairs; and

WHEREAS Lake Koshkonong is a recreational resource which creates an economic impact on local businesses, property owners, and other taxing jurisdictions, and the major portion of the lake partially created by the Indianford Dam and approximately forty percent of the equalized assessed value of the Rock-Koshkonong Lake District are in Jefferson County; and

WHEREAS the Jefferson County Board of Supervisors has deemed it equitable to contribute to the repairs necessary to maintain the Dam and has approved a contribution of funds therefore by adoption of its Resolution 2000-53 at its meeting of November 14, 2000; and

WHEREAS Rock County has determined to accept said funds on the terms set forth in this Agreement pursuant to Resolution No. 01-11D-101, adopted by the Rock County Board of Supervisors on November 15, 2001; and

WHEREAS Rock County intends to transfer and the DISTRICT intends to accept the ownership and responsibility for the Dam and the duties and responsibilities of Rock County under this Agreement.

NOW, THEREFORE, the parties hereby agree as follows:

SECTION 1. PAYMENTS FOR THE REPAIR OF THE INDIANFORD DAM.

1.1. Jefferson County shall pay to Rock County the sum of Seventy-Five Thousand Dollars (\$75,000.00) for repairs to the Indianford Dam. Said payment shall be made within thirty (30) days of its receipt of a copy of the executed contract for the completion of such repairs described in the 1997 order of the Wisconsin Department of Natural Resources.

1.2. Jefferson County shall further pay to Rock County the sum of Ten Thousand Dollars (\$10,000.00) per year for ten (10) years, commencing on June 30, 2002, and continuing annually thereafter, which annual payments shall be segregated for future repairs of the Indianford Dam.

SECTION 2. CONDITIONS AND REPRESENTATIONS.

2.1. Rock County shall hold Jefferson County harmless for any claims, causes of action, judgments, expenses or costs of any nature based on an occurrence during the term of this agreement arising out of the operation, maintenance or repair of the Indianford Dam.

2.2. Rock County shall oppose any effort or request to allow higher water levels than those permitted under the WDNR operating order in effect on November 14, 2000, except upon prior written approval of Jefferson County Board of Supervisors.

Such opposition shall not prohibit Rock County from operating the Indianford Dam in a manner consistent with any WDNR operating order in effect from time to time which allows higher water levels. In addition, pursuant to Article VII, paragraph (5) of the Lease Agreement between the County of Rock and Indianford Water Power Company, Inc., (IWPC) Rock County shall be required to declare said Lease Agreement null and void if FERC issues a license or exemption to IWPC which sets a water level for the impoundment higher than that established by WDNR Order 3-SD-809.

2.3. Rock County shall make application to WDNR for grant funds for dam repair and such other grants as may be reasonably available to offset the costs of repair of the Dam.

2.4. Rock County shall provide to Jefferson County, not later than one (1) year after the completion of the repairs required by the 1997 DNR Order, an accounting showing the net actual costs incurred in repairing the dam as required by said Order.

SECTION 3. REFUND OF PAYMENTS.

3.1. Rock County shall refund to Jefferson County the amount by which the payment of \$75,000 exceeds 40% of the net actual cost of repair. For purposes of this Agreement, "net actual costs" shall be defined to mean actual cost of repair less any grants, refunds from IWPC related to said repairs and contributions received from Dane County.

3.2. In the event Rock County petitions for the abandonment of the Dam on or before the termination of this Agreement, Rock County shall refund to Jefferson County all funds paid by Jefferson County pursuant to Section 1 of this Agreement.

3.3 In the event a party fails to comply with Section 2.2 on or before the termination of this Agreement, said party shall refund to Jefferson County all funds paid by Jefferson County pursuant to Section 1 of this Agreement.

SECTION 4. PARTIES BOUND.

This Agreement shall be binding upon Jefferson County, the District, Rock County, and its successors in ownership (or partial ownership) of the Indianford Dam, including the District. The District joins in this Agreement in order to create and secure its obligation to comply with the terms of Section 2.2 hereof, prior to the proposed transfer of the Dam, provided however, that

the District shall have no further obligations under this Agreement if the Rock County Board rejects the proposed Agreement for the transfer of the Dam.

SECTION 5. TERM OF AGREEMENT.

This Agreement terminates upon the earlier of the last annual payment called for by Section 1.2., or the breach of any representation or condition set forth in Section 2., as found by a court of competent jurisdiction.

SECTION 6. AMENDMENTS.

This Agreement may be amended or terminated by agreement of the parties.

Dated as of the year and date first written above.

ROCK COUNTY

By: Terry G. Maybee

Terry G. Maybee
Chair, County Board of Supervisors

Attest: Kay S. O'Connell

Kay S. O'Connell, County Clerk

JEFFERSON COUNTY

By: Wendell A. Wilson

Wendell A. Wilson
Chair, County Board of Supervisors

Attest: Barbara A. Frank

Barbara A. Frank, County Clerk

ROCK-KOSHKONONG LAKE DISTRICT

By: Jim Folk

Jim Folk, Chairman

Attest: Gerald L. Richardson

~~TREASURER~~ Secretary

Exhibit D

DAM AND POWERHOUSE REPAIRS

The following repairs need to be completed:

West wicket gate set rebuild
Repair and paint all doors & windows
Install security lights on powerhouse
Repair/replace trash racks used in conjunction with west wicket gates, if necessary
Replace or repair head gates and confirm that they are fully operational
Underwater inspection & Underwater repairs
Repair/Replace deteriorated concrete
Repair railings/Safety issues
Site improvements, as necessary to comply with applicable laws
Miscellaneous Repairs, as necessary to comply with the Indianford Dam Operation Plan in effect on the date of written communication from the Secretary of the WDNR reference in Paragraph 5(a)
Repair all six slide gates and confirm that they are fully operational.
Turn slide gates 180° and re-install in correct position
Install de-icing heat bars or bubblers to prevent ice buildup on all slide gates
Repair or replace gear boxes, and install heated gear box and shaft covers on all slide gates
Repair west earth embankment, required to eliminate the void near the failing abutment to remove the woody vegetation roots and to assure stable and protected up and down stream surfaces
Earthen east slope stabilization and additional riprap
Rehab slide gate section, if necessary to complete the DNR required repairs
Engineering Studies & reports to meet NR333 Req.:
Hydraulics for Submergence
Stability Analyses & report
Modify Operations Plan, as may be required by DNR
Inspection & maintenance plan, as may be required by DNR
Replace cable & buoys, as may be required by DNR
Repair/Replace warning signs/Install/Repair site lights, as may be required by DNR

All listed items shall be completed in a substantially workmanlike manner, and consistent with applicable state and federal standards for dams and buildings, including any specific requirements for designated historic structures that apply to the powerhouse or other portions of the Dam.

Exhibit E

PERSONAL PROPERTY INVENTORY

[To be revised.]

1. One hand tool for cleaning of trash racks*
2. One shaft for slide gate.
3. One gearbox for slide gate.
4. One hand crank for gear box*
5. One power head/gear box portable power unit .

* According to Tom Kautz, the County may have two of these items

ROCK COUNTY, WISCONSIN



Corporation Counsel Office
51 South Main Street
Janesville, WI 53545
(608) 757-5530
Fax: (608) 757-5511

September 19, 2003

Mr. William P. O'Connor
Attorney at Law
Suite 801
25 West Main
Madison, WI 53703-3398

RE: Indianford Dam

Dear Bill:

Enclosed please find a copy of the signed Agreement for Transfer of the Indianford Dam.

Thank you.

Sincerely,

A handwritten signature in dark ink, which appears to read "Thomas A. Schroeder". The signature is fluid and cursive, with a long horizontal stroke extending to the left.

Thomas A. Schroeder
Corporation Counsel

TAS:km

**Amendment Number 2
to the January 17, 2002
AGREEMENT FOR TRANSFER OF THE INDIANFORD DAM
from Rock County
to the Rock-Koshkonong Lake District**

The undersigned hereby agree to amend Section 2(a) of the Agreement for Transfer of the Indianford Dam to read as follows:

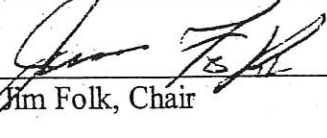
- (a) To provide the District with the capital sum of \$592,100.00 paid as follows: \$92,100.00 in cash at closing and the balance of \$500,000.0 in annual installments as described in Exhibit B.

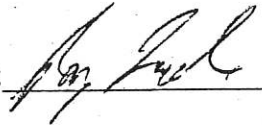
The undersigned further hereby agree to amend the Agreement for Transfer of the Indianford Dam by adding Section 5(e) to read as follows:

- (e) The completion of Alternate Bids 3A (six inch reinforced concrete cap on island between powerhouse and spillway), 4A (8-foot high chain-link fence with barbwire top and gates) and 5A (42-inch high chain link fence) by the County's contractor for repairs of the Dam.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate originals on the dates listed opposite their respective signatures below.

ROCK-KOSHKONONG LAKE DISTRICT

By: 
Jim Folk, Chair (date)

ATTEST:  9/9/03
(date)

ROCK COUNTY

By: 
Richard K. Ott, County Board Chair (date)

ATTEST: Kay S. O'Connell 9/17/03
Kay S. O'Connell (date)
County Clerk