



Chisago Lakes Lake Improvement District
Department of Environmental Services/Zoning
Government Center
313 North Main Street, Center City, Minnesota 55012
(651) 213-8380 or benjamin.elfelt@chisagocountymn.gov

CHISAGO LAKES LAKE IMPROVEMENT DISTRICT (LID) MEETING AGENDA

Monday, April 3, 2023, 6:30 pm

In-Person and Virtual Meeting

Room 150B, Chisago County Government Center, Center City

LID BOARD MEMBERS

Jill Behnke

South Center, Ogren, Linn,
Bloom and Swamp Lakes

Travis LaMotte

Green/Little Green, School,
and Mattson Lakes

Margaret LeVasseur

North Lindstrom, South
Lindstrom, and Wallmark
Lakes

Mike Mergens

Chair

North Center, Little, and
Pioneer Lakes

Todd McBride

At Large

Steve Paquay

Chisago, Kroon, and
Spider Lakes

Gary Schumacher

Vice Chair

At Large

Staff

Ben Elfelt

Administrator

Monica Kinny

Water Resource Specialist

*****Notice of Participation via Teams*****

Pursuant to Minnesota Statutes Section 13D.02, Lake Improvement District (LID) Board member Gary Schumacher will remotely attend the LID Board meeting on Monday, April 3, 2023 at 6:30 pm via Microsoft Teams. LID Board member Schumacher will be seen and heard via electronic means and will participate from 8840 98th Street, Road Unit C, Ocala, FL 34481, a location open and accessible to the public.

Pursuant to Minnesota Statutes Section 13D.02, Subd. 3, persons interested in monitoring the meeting electronically from a remote location may view the meeting through the Microsoft Teams meeting link below.

Virtual Meeting Audience Attendance Instructions

Please enter the link below to join the meeting:

https://teams.microsoft.com/l/meetup-join/19%3ameeting_ODRlNmQzMWYtNzE3MS00ZWE1LTkzNTAtNTMzMmE3ZDVlNmFk%40thread.v2/0?context=%7b%22Tid%22%3a%22e9a76457-1011-43ee-bad1-c10216f16152%22%2c%22Oid%22%3a%226f0e5b76-8666-4b6d-9e7f-2eee2be15a22%22%7d

Join on your computer, mobile app or room device

[Click here to join the meeting](#)

Meeting ID: 284 566 672 754

Passcode: VPrwEn

Or call in (audio only)

[+1 612-428-8763](tel:+16124288763), 574165001# United States, Minneapolis

Phone Conference ID: 574 165 001#

6:30 p.m. 1) Convene; Pledge of Allegiance

6:31 p.m. 2) Approval of Agenda*

6:32 p.m. 3) CONSENT AGENDA*

a) Approval of Minutes

a. Board Meeting, March 20, 2023

- b) Financial Report
- c) Approval of Invoice Payments

6:35 p.m. 4) CITIZEN'S FORUM

6:40 p.m. 6) NEW BUSINESS

- a) Carp Management Plan Proposal – Tony Havranek, WSB Inc.*
- b) Ki-Chi-Saga Registration (August 19 & 20, 2023)*
- c) Karl Oskar Days (July 7 & 8, 2023)*
- d) Celebration of Lakes (July 5, 2023)*
- e) Water Quality Testing Proposal – Alliance Laboratories*
- f) City of Lindstrom Reimbursement Request Goldfish Removal*
- g) St. Anthony Falls Laboratory – Shoreline Armoring Study

7:45 p.m. 7) OLD BUSINESS

- a) Bylaws and Election Workgroup*
- b) Rain Barrel Coupon Sale Update
- c) Boat Landing Rake – Permit Application
- d) Channel & Weir Operations & Maintenance Workgroup Report (March 20, 2023)
 - a. Sediment Removal at the Lake Ellen Weir – Bluhm Construction, Inc.
 - b. **Recommendations**
 - i. Lofton and Lake Ellen Weir Structural Inspection Proposal – Collins, Inc*

7:50 p.m. 8) STAFF & ENGINEER REPORTS

- a) LID Staff Updates
 - a. Croix Valley Pickup – Thank You Card
 - b. Water Quality Monitoring
 - c. Summer Tour Planning
 - d. Channel and Weir Spring Update
 - e. Carp Management Symposium
- b) LID Outreach Activates
 - a. Chisago Lakes Rotary
 - b. Watershed Partners on “Lakes Delisted – How did they do it?”
Wednesday, April 12, 9:30-11am
 - a. LID Facebook Page
 - b. Newspaper - Spring Melt/Channel and Weir
 - c. Newspaper - Tax Information and LID Function
- c) Chisago County Water Resources
 - a. County AIS Treatment Grants for Lake Associations Update

- b. Great Lakes Restoration Initiative – Invasive Phragmites Grant Application Update
- c. Aquatic Invasive Species Program Updates
 - i. Watercraft Inspections and Decontaminations (April 28, 2023)
 - ii. Prevention, Early Detection, Rapid Response Plan
 - 1. Zebra Mussel Watch Program - Monitoring Plates
 - 2. Zebra Mussel Veliger and Spiny Waterflea Sampling
 - 3. Water Access Monitoring Program
 - 4. Starry Trek (August 2023)
 - iii. Northern Lakes Point-Intercept Surveys (Sunrise)
 - iv. Right of Way Workshop Updates (March 21, 2022)
 - v. AIS Detector Training Reimbursement (May and June 2023)
- d. East Metro Water Resources Education Partnership (EMWREP) Annual Report 2022 and Planning 2023
- e. St. Croix Youth Summit (April 20 – 21, 2023)
- f. Replacing Failing Septic Systems to Protect Groundwater Grant Application
- g. Lower St. Croix, One Watershed One Plan Update (1W1P)

d) Emmons and Olivier Resources Inc.

8:00 p.m. 9) ADJOURNMENT*

*** Indicates a motion is required for this agenda item**

**DRAFT UNAPPROVED MINUTES
CHISAGO LAKES LAKE IMPROVEMENT DISTRICT
OFFICIAL PROCEEDINGS
Monday, March 20, 2023**

The Chisago Lakes Lake Improvement District (LID) Board of Directors met for a special meeting at 6:30 p.m. Monday, March 20, 2023 via both an in-person and virtual meeting held at the Chisago County Government Center, Administrative Board Room, in Center City, MN with the following Directors present: Jill Behnke, Travis LaMotte, Margaret LeVasseur, Todd McBride, Mike Mergens, Steve Paquay, and Gary Schumacher. **ABSENT:** None

*****Notice of Participation via Teams*****

Pursuant to Minnesota Statutes Section 13D.02, LID Board Director Todd McBride remotely attended the meeting on Monday, March 20, 2023 at 6:30 pm via Microsoft Teams. McBride was seen and heard via electronic means and participated from 3300 rue de l'Eclipse, Brossard, QC, Canada J4Z 0P5, a location open and accessible to the public.

Pursuant to Minnesota Statutes Section 13D.02, LID Board Director Gary Schumacher remotely attended the meeting on Monday, March 20, 2023 at 6:30 pm via Microsoft Teams. Schumacher was seen and heard via electronic means and participated from 8840 98th Street Road, Unit C, Ocala, FL 34481, a location open and accessible to the public.

Pursuant to Minnesota Statutes Section 13D.02, Subd. 3, persons interested in monitoring the meeting electronically from a remote location viewed the meeting through the Microsoft Teams meeting link.

Others present attended the in-person or virtual meeting at a location of their choice through a personal device (e.g., laptop, tablet, cell phone, or personal computer). Each LID Board Director and others present were allowed to view documents presented during the in-person and virtual meeting via their devices and to participate in discussion through microphones located in their devices.

Also present: Chisago Lakes LID Administrator Ben Elfelt, LID Water Resource Specialist Monica Kinny, Chisago County Water Resource Manager Susanna Wilson Witkowski, and Chisago County Commissioner Marlys Dunne.

Chair Mike Mergens called the business meeting to order at 6:30 pm and lead the assembly in the Pledge of Allegiance.

Director LeVasseur offered a motion to approve the agenda for the LID meeting. Motion seconded by Director LaMotte and, upon a roll call vote being taken thereon, the motion **carried** as follows: **IN FAVOR THEREOF:** Jill Behnke, Travis LaMotte, Margaret LeVasseur, Todd McBride, Mike Mergens, Steve Paquay, and Gary Schumacher. **OPPOSED:** None **ABSENT:** None

Director Behnke offered a motion to approve the items on Consent Agenda for the LID meeting, including a) Approval of Minutes: from Board Meetings on February 6 and March 6, 2023, and the Aquatic Invasive Species (AIS) Workgroup Meeting on February 24, 2023 and b) Financial Report and c) Approval of Invoice Payments, and the Transfer of \$1,000 (618-6561 Gas and Oil) and \$2,000 (618-6482 Truck and Boat Maintenance) to AIS 619. Motion seconded by Director LeVasseur and, upon a roll call vote being taken thereon, the motion **carried** as follows: : **IN FAVOR THEREOF:** Jill Behnke, Travis LaMotte, Margaret LeVasseur, Todd McBride, Mike Mergens, Steve Paquay, and Gary Schumacher. **OPPOSED:** None **ABSENT:** None

March 2023 LID Invoices Received		
Invoice Detail	LID Budget Category	Amount
U of MN	AIS Training (Ben and Monica)	150.00
Office Depot	Office Supplies (Name Plates Ben and Travis)	49.37
Emmons & Oliver	General Engineering	414.50
Chisago County Press	Chisago Lakes Home Show Ad	60.00
Monthly Expense Total		673.87

The Chair opened the Citizen's Forum at 6:33 p.m. No citizens offered comments. The Chair closed the Citizen's Forum at 6:33 p.m.

NEW BUSINESS

Elfelt reviewed with the Board the recommendations from the AIS Workgroup meeting from February 24, 2023.

Wilson Witkowski shared with the Board the changes that the Water Plan Policy Team made to the draft American Rescue Plan Act (ARPA) Treatment Grant Program and application. This version of the application will be presented to the County Board at their April 5th Board Meeting.

Director Schumacher offered a motion to approve the 2023 LID/Lake Association Aquatic Invasive Species Control Partnership Program as written, including the required Reimbursement Request Form. Motion seconded by Director McBride and, upon a roll call vote being taken thereon, the motion **carried** as follows: **IN FAVOR THEREOF:** Jill Behnke, Travis LaMotte, Margaret LeVasseur, Todd McBride, Mike Mergens, Steve Paquay, and Gary Schumacher. **OPPOSED:** None **ABSENT:** None

Director LaMotte offered a motion to adjourn the meeting at 7:15 p.m. Motion seconded by Director LeVasseur and, upon a vote being taken thereon, the motion **carried** as follows:
IN FAVOR THEREOF: Jill Behnke, Travis LaMotte, Margaret LeVasseur, Todd McBride, Mike Mergens, Steve Paquay, and Gary Schumacher. **OPPOSED:** None **ABSENT:** None

Mike Mergens, Chair

Attest: _____

Benjamin Elfelt, Administrator

Chisago Lakes Lake Improvement District

2023 Budget Summary - April

LID 618	Description							
Goal 1 Water Quality 6828		2023 Reserve Spending	2023 Approved Budget	Total Funds 2022-23	2023 Commitments	2023 Actuals	Uncommitted Balance	2023 Allocated Unspent
Obj 1	Lake Water Quality Monitoring		\$ 9,500.00	\$ 9,500.00		\$18.00		
Obj 2	Lake Water Quality Monitoring Report	\$ 5,000.00	\$ 6,000.00	\$ 11,000.00		\$2,697.50		
Obj 3	Lower St. Croix 1W1P		\$ -					
	Subtotal	\$ 5,000.00	\$ 15,500.00	\$ 20,500.00	\$ -	\$2,715.50	\$ 20,500.00	\$ (2,715.50)
Goal 2 Ditch & Weir System, Water Levels 6813		2023 Reserve Spending	2023 Approved Budget	Total Funds 2022-23	2023 Commitments	2023 Actuals	Uncommitted Balance	2023 Allocated Unspent
Obj 1	Maintain Ditch & Weir System			\$ -			\$ -	\$ -
Obj 1a	Master Services Agreement		\$ 40,000.00			\$1,078.75		
Obj 1b	Channel maintenance and spraying	\$ 3,000.00						
Obj 2	Monitor Water Supplies, Lakes and Ground water Observation							
Obj 3	Equipment/Supplies/Publications	\$ 500.00						
	Subtotal	\$ 3,500.00	\$ 40,000.00	\$ 43,500.00	\$ -	\$1,078.75	\$ 43,500.00	\$ (1,078.75)
Goal 3 Land Use Practices 6893		2023 Reserve Spending	2023 Approved Budget	Total Funds 2022-23	2023 Commitments	2023 Actuals	Uncommitted Balance	2023 Allocated Unspent
Obj 1	Uniform Water Protection Ordinances (MIDS)							
Obj 2	Matching funds - Install Projects							
Obj 2a	SWCD FY 2022 Match	\$ 45,000.00						
Obj 2b	SWCD FY 2023 Match		\$ 45,000.00					
Obj 3	Best Management Practices Maintenance		\$ 8,000.00			\$3,640.00		
	Subtotal	\$ 45,000.00	\$ 53,000.00	\$ 98,000.00	\$ -	\$3,640.00	\$ 98,000.00	\$ (3,640.00)
Goal 4 Recreational Use 6454		2023 Reserve Spending	2023 Approved Budget	Total Funds 2022-23	2023 Commitments	2023 Actuals	Uncommitted Balance	2023 Allocated Unspent
Obj 1	Recreation and safety recommendations							
Obj 2	Waterway Trail System	\$ 150.00						
Obj 3	Parks adjacent to lakes	\$ 150.00						
Obj 4	Special needs docks	\$ 150.00						
	Subtotal	\$ 450.00	\$ -	\$ 450.00		\$0.00	\$ 450.00	\$ -
Goal 5 Navigation Channels 6834		2023 Reserve Spending	2023 Approved Budget	Total Funds 2022-23	2023 Commitments	2023 Actuals	Uncommitted Balance	2023 Allocated Unspent
Obj 1	North Center North Lindstrom Channel	\$ 80,000.00		\$ 80,000.00				
Obj 2	Weir Maintenance & Repair	\$ 50,000.00		\$ 50,000.00				
	Subtotal	\$ 130,000.00	\$ -	\$ 130,000.00	\$ -	\$ -	\$ 130,000.00	\$ -
Goal 6 Shorelines 6827		2023 Reserve Spending	2023 Approved Budget	Total Funds 2022-23	2023 Commitments	2023 Actuals	Uncommitted Balance	2023 Allocated Unspent
Obj 1	Lakeshore and Urban Restoration		\$ 10,000.00			\$3,152.50		
Obj 2	Landowner Cost Share Program		\$ 10,000.00					
	Subtotal	\$ -	\$ 20,000.00	\$ 20,000.00	\$ -	\$3,152.50	\$ 20,000.00	\$ (3,152.50)
Goal 7 Environmental Education & Stewardship 6881		2023 Reserve Spending	2023 Approved Budget	Total Funds 2022-23	2023 Commitments	2023 Actuals	Uncommitted Balance	2023 Allocated Unspent
Obj 1	Children's Water Festival		\$ 1,000.00	\$ 1,000.00				
Obj 2	Water Resource Education Collaboration EMWREP		\$ 7,000.00	\$ 7,000.00				
Obj 3	Education/Outreach		\$ 1,500.00	\$ 1,500.00				
Obj 4	Hook Line & Sinker	\$ 150.00		\$ 150.00				

Obj 5	Support Area COLAs			\$ -				
Obj 6	Boat Launch Garbage & Recycling	\$ 250.00		\$ 250.00				
	Subtotal	\$ 400.00	\$ 9,500.00	\$ 9,900.00	\$ -	\$ -	\$ 9,900.00	\$ -

Goal 8 Aquatic Invasive Species 6840		2023 Reserve Spending	2023 Approved Budget	Total Funds 2022-23	2023 Commitments	2023 Actuals	Uncommitted Balance	2023 Allocated Unspent
Obj 1	Lake Association partnerships		\$ 30,000.00	\$ 30,000.00				
Obj 2	Rapid Response	\$ 5,000.00		\$ 5,000.00				
Obj 3	Develop and Implement Carp Control Plan	\$ 7,000.00		\$ 7,000.00				
Obj 4	Survey Aquatic Plants/Animal Monitoring		\$ 6,000.00	\$ 6,000.00				
Obj 5	Invasive Phragmites Roadside Treatment	\$ 10,000.00		\$ 10,000.00				
	Subtotal	\$ 22,000.00	\$ 36,000.00	\$ 58,000.00	\$ -	\$ -	\$ 58,000.00	\$ -

Staff & Administrative Support		2023 Reserve Spending	2023 Approved Budget	Total Funds 2022-23	2023 Commitments	2023 Actuals	Uncommitted Balance	2023 Allocated Unspent
Obj 1	Contractor meeting attendance 6886		\$ 3,000.00	\$ 3,000.00		\$500.00		
Obj 2	Per diems 6111		\$ 4,500.00	\$ 4,500.00		\$1,170.00		
Obj 3a	County Staff Support 6105		\$ 141,500.00	\$ 141,500.00				
Obj 3b	Technology	\$ 6,000.00		\$ 6,000.00				
Obj 4	Miscellaneous Expenses			\$ -				
	Postage 6205		\$ 250.00	\$ 250.00		\$ 7.47		
	Publications and brochures 6235	\$ 750.00	\$ 750.00	\$ 1,500.00		\$ 1,407.17		
	Conferences, dues, training 6245	\$ 500.00	\$ 500.00	\$ 1,000.00		\$ 150.00		
	Gas & oil 6561		\$ 1,000.00	\$ 1,000.00		\$ -		
	Truck/Boat Maintenance 6482		\$ 2,000.00	\$ 2,000.00		\$ -		
	Mileage 6330			\$ -				
	Office Supplies 6400			\$ -		\$ 201.23		
	Totals	\$ 7,250.00	\$ 153,500.00	\$ 160,750.00	\$ -	\$3,435.87	\$ 160,750.00	\$ (3,435.87)

Totals		2023 Reserve Spending	2023 Approved Budget	Total Funds 2022-23	2023 Commitments	2023 Actuals	Uncommitted Balance	2023 Allocated Unspent
		\$ 213,600.00	\$ 327,500.00	\$ 541,100.00	\$ -	\$ 14,022.62	\$ 541,100.00	\$ (14,022.62)

Fund Balance End of Year 2022	\$300,050.44
Fund Balance 3/14/2023	\$263,925.96

Percent based on 2023 Budget		(Goal 35-50%)
80%		\$263,925.96
50%		\$163,750
35%		\$114,625.00

April 2023 LID Invoices Received

Invoice Detail	LID Budget Category	Amount
EOR	Meeting Attendance	250.00
EOR	Water Levels	914.25
MNDNR	Permit Fees (Vegetation removal & Weir O/M)	335.00
Monthly Expense Total		1,499.25



Emmons & Olivier Resources Inc.
1919 University Avenue W, Ste 300
St. Paul, MN 55104
Ph: 651-770-8448 / Fx: 651-770-2552
www.eorinc.com

ACCOUNT SUMMARY
Chisago Lakes Lake Improvement District
313 North Main Street
Center City, MN 55012

Statement Date: March 30, 2023

Date	Project Name	Invoice #	Amount Due
3/30/2023	2023 Board Meeting Attendance	00969-0054-2	\$ 250.00
3/30/2023	General Engineering 2023	00969-0055-2	\$ -
	<i>Phase 2: Water Levels</i>		\$ 914.25
BALANCE DUE			\$ 1,164.25

A handwritten signature in blue ink, appearing to read 'Susan Nelson'.

Susan Nelson, Invoice Coordinator

Invoice

Emmons & Olivier Resources, Inc.
1919 University Ave. W, Ste 300
St. Paul, MN 55104-3455
Phone 651.770.8448
Fax 651.770.2552
www.eorinc.com



Invoice Total	\$250.00
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Ben Elfelt
Chisago Lakes Lake Improvement District
Chisago County Department of
Environmental Services and Zoning
313 North Main Street
Room 242
Center City, MN 55012-9663

March 30, 2023
Invoice No: 00969-0054 - 2

Project 00969-0054 CLLID Board Meeting Attendance 2023

Summary of Work Performed:
Attend Board meeting on February 6, 2023.

Professional Services from February 1, 2023 to February 28, 2023

Fee	250.00
Total this Invoice	\$250.00

Invoice

Emmons & Olivier Resources, Inc.
1919 University Ave. W, Ste 300
St. Paul, MN 55104-3455
Phone 651.770.8448
Fax 651.770.2552
www.eorinc.com



Invoice Total	\$914.25
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Ben Elfelt
Chisago Lakes Lake Improvement District
Chisago County Department of
Environmental Services and Zoning
313 North Main Street
Room 242
Center City, MN 55012-9663

March 30, 2023
Invoice No: 00969-0055 - 2

Project 00969-0055 CLLID General Engineering 2023

Summary of Work Performed:
Review of Board Agenda, communications with Ben regarding multiple items, review of DNR letter regarding modeling of NC-NL channel.

Professional Services from February 1, 2023 to February 28, 2023

Phase 02 Water Levels

Professional Personnel

	Hours	Rate	Amount	
Professional 4	2.75	198.00	544.50	
Professional 3	1.50	173.00	259.50	
Professional 2	.75	147.00	110.25	
Totals	5.00		914.25	
Total Labor				914.25
		Total this Phase		\$914.25
		Total this Invoice		\$914.25

WATER PERMIT INVOICEPermit Number
1985-3331Invoice Date
02/15/2023Payment Due Date
03/17/2023

CHISAGO COUNTY PUBLIC WORKS DEPT
ATTN: BENJAMIN ELFELT
131 NORTH MAIN
CENTER CITY, MN 55012

PROJECT: LID Channel & Weir Operation and
Maintenance Plan

**** PAYMENT DUE ****

Please pay the Total Due amount shown below:

#	Description	Amount
1	Amendment Fee - Public Waters Work Individual Permit Water Level Control Structure; T34N-R20W-S33, T34N-R20W-S28, T33N-R20W-S3; Chisago County	\$300.00
Comments	-	TOTAL DUE
		\$300.00

Payment for the Total Due amount is due within 30 days of the Invoice Date. If the due date falls on a weekend or holiday, payment must be received by the state's regular business day prior to the weekend and/or holiday. You can pay online or by mail.

Please be advised that payment must be received before we can take any further action on your permit change request.

PAY ONLINE (Visa, MasterCard, Discover, or automatic transfer from checking account)

- Sign-In to your MPARS account or create an account at <https://webapps11.dnr.state.mn.us/mpars/public>
- Click on the Financial tab
- Find the permit number "1985-3331" and select "Make Online Payment" from the "Action" column

PAY BY MAIL

- Make checks payable to: **MN DNR Ecological and Water Resources**
- Mail a copy of this invoice and your payment of **\$300.00** to:
MINNESOTA DEPARTMENT OF NATURAL RESOURCES - OMB
500 LAFAYETTE ROAD, BOX 10
ST. PAUL, MN 55155-4010

 **A COPY OF THIS INVOICE MUST BE INCLUDED WITH YOUR CHECK**

If you have any questions, please contact the Minnesota DNR by telephone (651-259-5678) or by email - MPARS.dnr@state.mn.us

		DNR Use Only		Payment Method: R29029 OMB EWR Waters		Permit # 1985-3331	
Code 353	Amount 300.00	Received	Deposited	Entered	Amount		Check #

APM* PERMIT INVOICEPermit Number
2019-3387Invoice Date
02/10/2023Payment Due Date
03/12/2023

CHISAGO COUNTY, MN
ATTN: BENJAMIN ELFELT
131 NORTH MAIN
CENTER CITY, MN 55012

PROJECT: North Center Lake/North Lindstrom
Lake Channel Maintenance

**** PAYMENT DUE ****

Please pay the Total Due amount shown below:

#	Description	Amount
1	Renewal Fee - Aquatic Plant Management Permit, Unnamed Wetland, Chisago County	\$35.00
Comments	-	TOTAL DUE
		\$35.00

Payment for the Total Due amount is due within 30 days of the Invoice Date. If the due date falls on a weekend or holiday, payment must be received by the state's regular business day prior to the weekend and/or holiday. You can pay online or by mail.

PAY ONLINE (Visa, MasterCard, Discover, or automatic transfer from checking account)

- ☞ Sign-In to your MPARS account or create an account at <https://webapps11.dnr.state.mn.us/mpars/public>
- ☞ Click on the Financial tab
- ☞ Find the permit number "2019-3387" and select "Make Online Payment" from the "Action" column

PAY BY MAIL

- ☞ Make checks payable to: **Minnesota Department of Natural Resources**
- ☞ Mail a copy of this invoice and your payment of **\$35.00** to:
MINNESOTA DEPARTMENT OF NATURAL RESOURCES - OMB
500 LAFAYETTE ROAD, BOX 10
ST. PAUL, MN 55155-4010
- ☞ **A COPY OF THIS INVOICE MUST BE INCLUDED WITH YOUR CHECK**

If you have any questions, please contact the Minnesota DNR by telephone (651-259-5092) or by email - MPARSAPM.dnr@state.mn.us

		DNR Use Only		Payment Method: R29029 OMB FISHERIES		Permit #
Code	Amount	Received	Deposited	Entered		2019-3387
6006	35.00					
					Amount	
					Check #	



March 10, 2023

Mr. Ben Elfelt
Administrator
Chisago Lakes Lake Improvement District (LID)
313 North Main Street
Center City, MN 55012

Re: Proposal for Chisago Lakes Lake Improvement District Common Carp Integrated Pest Management Plan (IPM) Development

Dear Ben:

I have drafted this proposal for your and the Chisago Lakes Lake Improvement District's (LID) consideration in response to our discussions regarding invasive common carp (referred to as carp for the remainder of the document) management and the desire to holistically manage carp from a programmatic perspective to improve water quality and ecological integrity for the waterbodies (lakes and wetlands) managed by the LID.

One of the primary goals of the Chisago Lakes LID is to promote the reduction of non-native aquatic invasive species. Unfortunately, there are multiple invasive species present within Chisago County and resources available to address existing infestations and prevent future infestation and subsequent negative ecological impacts are limited.

Carp are listed as a regulated invasive species by the MN DNR. The ecological effects of carp on the environments in which they invade are negative and numerous. Examples of such effects include increased internal Total Phosphorous (TP) loading, reduction in native submergent aquatic vegetation abundance, increased turbidity, and potential impacts to fish and wildlife abundance and diversity.

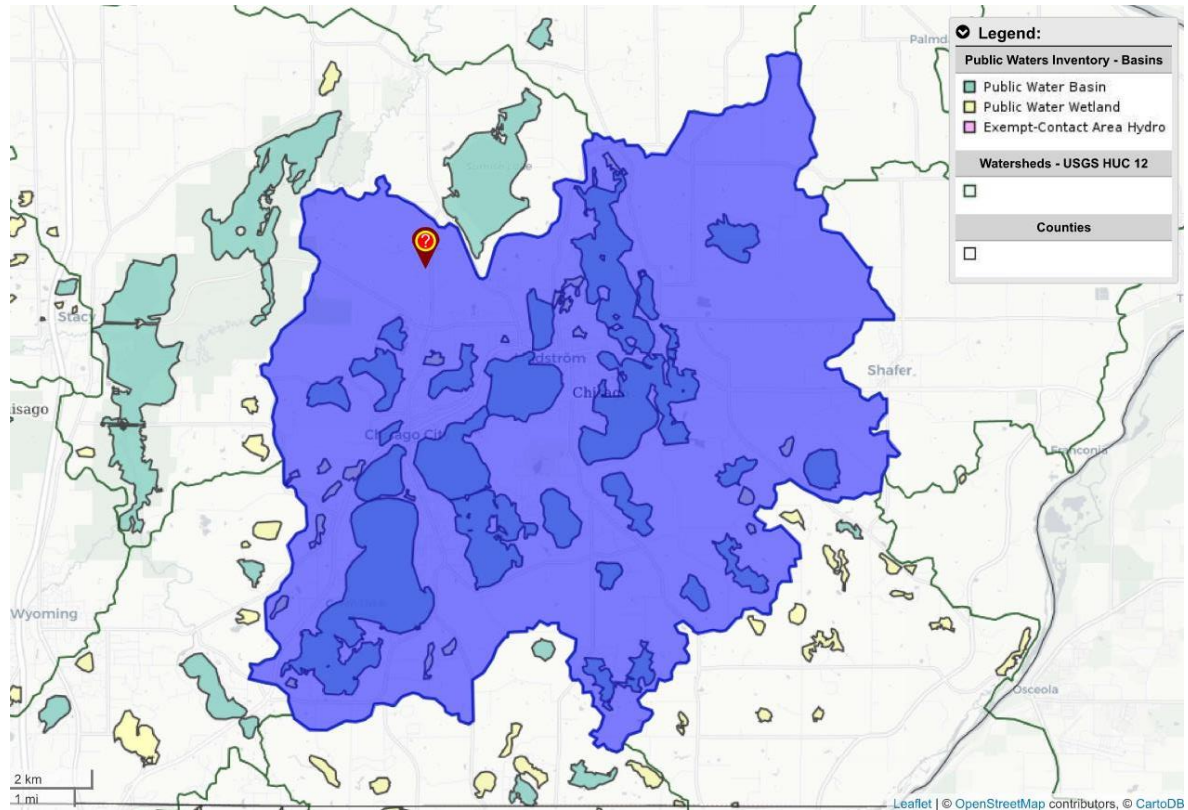
The science of carp management has changed significantly since 2010. The ability to quantify abundance, track carp movements, and reduce abundance has improved and allows managers to use a more empirical approach to management and tie carp management directly to planning documents such as TMDLs and other plans through the implementation of a standardized BMP.

This approach is described as Integrated Pest Management (IPM) that relies on basic biological principles to sustainability manage invasive species populations effectively for the long-term using a variety of tools and techniques.

The carp IPM approach developed by WSB can be characterized in three (3) phases which include baseline data collection (Phase 1), implementation (Phase 2), and maintenance (Phase 3). Implementation is guided by baseline data collection, and maintenance supports the implementation activities to ensure longevity of the implementation activities.

Background

The LID website describes the watershed as “10 miles long and 9.3 miles wide”. The boundaries of the LID align with the USGS HUC 12 Green Lake Watershed (HUC # 070300050406).



This LID HUC 12 watershed contains 42 public water inventory basins. Of these, the LID identifies 19 of these as “major basins”, and of these the “big 5” are North and South Center, North and South Lindstrom, and Green Lake.

Furthermore, there is a high amount of connectivity between many of the waterbodies within the watershed; both artificial and natural. Carp exploit highly connected systems to improve spawning and subsequent recruitment by targeting waterbodies that winterkill and become devoid of egg and larval predators (bluegill sunfish).

Anecdotal information suggests that carp abundance is high within the watershed lakes. MN DNR fisheries survey data shows that carp were found during the latest general fisheries surveys for each of the “Big 5”. These are not targeted towards assessing carp abundance but do provide context to the baseline datasets. The “normal range” values are provided for both gill and trap net gears and are developed using CPUE values for similar Schupp Lake Classifications.

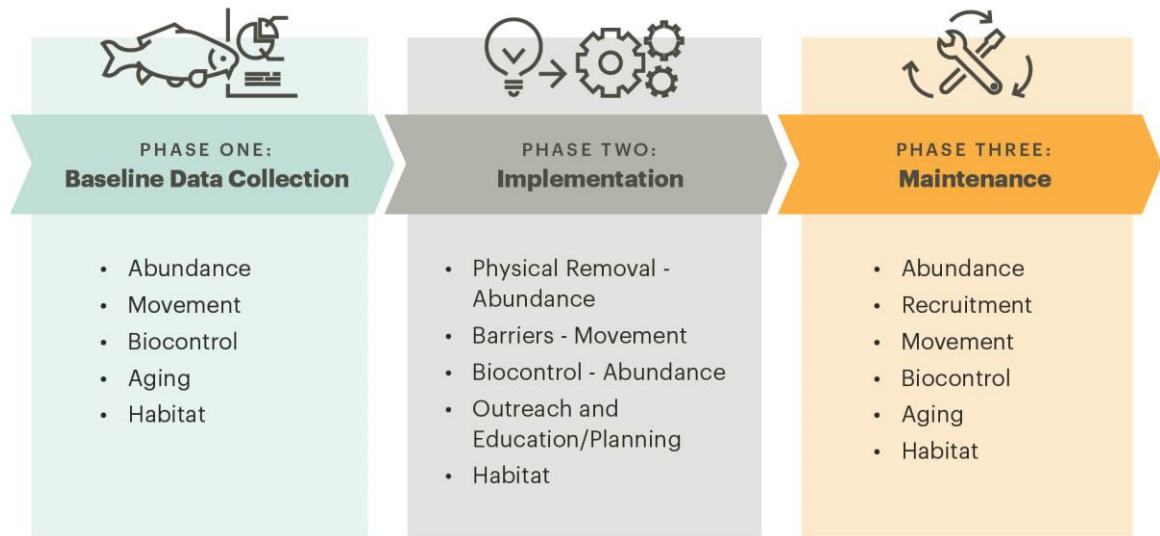
Waterbody	Most Current Survey Year	Carp Present (y/n)	Above Normal Range (y/n)
Green	2019	Y	N
North Lindstrom	2019	Y	N
South Lindstrom	2014	Y	N
North Center	2017	Y	N
South Center	2015	Y	N

Additionally, the LID commissioned WSB to develop an electrofishing catch per unit effort (CPUE) abundance estimate in Green Lake, Little Green Lake, and South Center in 2021. Abundance estimates for all three (3) lakes exceeded the 89 pound/care threshold and size distribution indicated recruitment was occurring in each lake, with South Center showing a number of juvenile carp.

Scope of Services

Due to the connectivity of the system, ubiquitous presence of carp in each of the “big 5”, and elevated electrofishing CPUE values, managing carp within the LID should result in multiple direct and indirect benefits. However, a comprehensive, coordinated, and sustained approach will be required to accurately assess abundance and movement, develop meaningful implementation activities, and safeguard investments made towards managing carp throughout the system (IPM).

Carp Integrated Pest Management BMP's



Based on the LID map showing the ditch and weir system, many of the lakes and ponds within the LID may be hydrologically connected enough to allow for carp movement annually or at least when lake levels approach their maximum elevation. Based on this, we propose grouping South Center, North Center, North Lindstrom, South Lindstrom, and Chisago (with connected wetlands and smaller lakes) as a carp management zone as carp movement is most likely occurring between these lakes but at an unknown level and timing.

To address this and collect the necessary data for Carp IPM Phase 1, we propose developing simultaneous abundance estimates for carp in these main lakes in this carp management zone; North and South Center, North and South Lindstrom, and Chisago. The key is to complete these abundance estimates simultaneously so as to reduce bias from the potential of these populations to mix and develop a zone-wide abundance estimate and reduce inaccuracies from which implementation activities will be based on.

Task 1. Kick-off Meeting and Update Meeting

The kick-off meeting will be held after project authorization and at the beginning of the project, prior to field work being completed. The purpose will be to introduce WSB and LID staff and discuss the details of the project and allow LID staff to ask additional questions. A mid-project update meeting will be provided to LID staff or at a LID board meeting to update staff and board members on progress and preliminary results prior to the final report. The kick-off meeting will be attended by WSB project staff and the update meeting will include 1 WSB project staff.

Task 2. Acquire MN DNR Fisheries Research Permit

WSB will need to acquire a MN DNR fisheries research permit prior to conducting any field activities in 2023 relating to the collection of fish. We have held multiple similar permits each year since 2015 in MN and other states to facilitate similar project work plans. WSB will draft and submit a MN DNR Fisheries Research application in spring 2023 which will remain valid for calendar year 2023.

Task 3. Complete electro CPUE Abundance Estimates for main lakes in “east zone”

Under this task, WSB will complete abundance estimates for five (5) primary waterbodies in the “east zone” of the LID; North and South Center, North and South Lindstrom, and Chisago. To do this, multiple electrofishing transects will be completed on each lake (3) during the same day over three (3) separate sampling days to cover multiple habitats and environmental conditions.

A final CPUE abundance estimate, and abundance range (confidence interval) will be provided for each waterbody listed. This data will be used to complete IPM Phase 1. We anticipate completing this task between late summer and early fall 2023.

Task 4. Data Analysis and Final Report

At the conclusion of the CPUE surveys, WSB will provide a final report that will form the basis of a LID-wide Carp IPM. This report will utilize data previously collected and identify remaining data gaps under Phase 1 as well as outline Phase 2 (implementation) and Phase 3 (Maintenance). This report can then be used as a living document to be updated and populated as the LID completes additional activities and phases.

Optional tasks

We are providing these optional tasks for your consideration outside of the base project tasks listed above. You may select one, all, or none as part of a final project agreement.

These tasks provide additional Phase 1 data on carp movement, as none currently exists or is known to exist.

Optional Task 1a. Implant up to 50 individual carp with Passive Integrated Transponder (PIT) in each of the five (5) waterbodies for which a carp CPUE is proposed.

Under **Optional Task 1a.**, we would implant (non-surgically) up to 50 carp in each waterbody with 23 mm PITs during the proposed task 3 (CPUE Surveys). PITs are also termed low frequency RFID (radio frequency identification). The PITs we use operate at ~134.2 kHz. These tags are small (can be injected) and remain active for decades; providing a wealth of data. Fish with implanted PITs can be detected by stationary antennae or by handheld receivers. This data is used to track movements and can be used as a “mark” for abundance estimates as each tag has a unique ID number. This data can be used to determine if and when carp are moving through the system as the master Chisago LID Carp Database will record the waterbody in which the PIT was implanted and the last known location based on a stationary or handheld data scan. We anticipate scanning all carp as they are captured in each waterbody to determine if the carp had previously been implanted and if it has moved.

No additional WSB staff time is required as the carp would be implanted during the CPUE surveys on late summer/early fall 2023; the only additional expense would be purchasing the tags and implant tools. Individual PIT ID would be recorded and maintained by WSB within the Chisago LID Carp IPM master database.

Optional Task 1b. Implant up to 50 individual carp with Passive Integrated Transponder (PIT) in each of the five (5) waterbodies for which a carp CPUE is proposed in Spring 2023 and construct two (2) PIT stations (locations to be determined).

Under **Optional Task 1b.**, WSB would implant up to 50 carp with PIT tags in spring 2023 during a spring electrofishing effort (late April/early May) if the LID wishes to install PIT stations prior to the 2023 carp spawning period to begin collecting movement data. After PITs are implanted, WSB would construct two (2) PIT stations at connecting channels identified by the LID board or staff. The connection between North and South Center and North and South Lindstrom have been identified as possible PIT station locations. While carp are suspected of moving between these waterbodies through these connections, there is no empirical data to base this assumption on. PIT stations would provide this along with timing, frequency, and level of movement which can be used for developing implementation activities and for data driven grant applications. WSB would also install a video monitoring system for security purposes.

Optional Task 2. Implant up to 10 carp in connected waterbodies with high frequency radio transmitters.

High frequency radio transmitters provide data on carp movement and aggregation locations. As discussed, PIT can provide movement data on carp 24/7 by stations and by using handheld scanners when handling fish. Radio telemetry provides real-time location data when a user is actively completing a radio tag survey, but for a much larger search area as the range detection for high frequency radio can be over 1 mile, while PIT usually requires the tagged fish to be within 1-2 feet of the scanner or antennae.

This type of data can be useful when mapping winter aggregation areas for planned large scale carp removals, when trying to find specific radio-tagged carp during telemetry surveys immediately, or when multiple connections may provide migration routes for carp to nursery sites and these connections are not monitored by PIT.

Under this task, WSB would surgically implant carp with high frequency radio tags during the fall CPUE survey period. The number of tags and waterbodies to be implanted will be determined in consultation with LID board and staff members. Traditionally, 10 radio tags are implanted in a singular waterbody the size of those for which the abundance estimates are being proposed for under Task 3. This allows for redundancy in the case of fish mortality and allows for the identification of more than 1 aggregation (if more than one exists).

For the carp size structure documented in the 2021 surveys, we propose using a radio tag large enough to last ~540 days (warranted), but may provide a longer dataset based on other battery capacity data.

Optional Task 3. 2023 Fall Telemetry Surveys and LID Staff Telemetry Training

If the LID wishes to complete Optional Task 3 in 2023, we propose to complete two (2) telemetry surveys with LID staff. These surveys will be used to document radio tagged carp survival and location (create location shapefiles) and train LID staff (or volunteers) on completing high frequency telemetry surveys. WSB has done this on multiple projects with success. The ability of staff and/or volunteers to complete and provide carp positional data increases the volume of spatial data for a more accurate identification of migration routes, nursery sites, and carp aggregation areas, while reducing project costs as number of surveys required to be contracted is greatly reduced. WSB staff will most likely complete telemetry surveys when planning or executing carp removal operations.

Project Budget

The project budget is presented as a baseline project budget with optional tasks. See the table below for aggregate line-item costs for the tasks described above.

Task	Cost
Project Management	\$925
Meetings	\$1,106
Task 1. Permitting	\$740
Task 2. CPUE	\$5,892
Task 3. Final Report	\$1,960
Base Project Total	\$10,623

Meetings are budgeted assuming 2 WSB staff for the kick-off meeting, 1 WSB staff for a project update meeting lasting 2 hours, and time for internal meetings/planning.

Task 2 budget includes travel time and time on the water for 2 WSB staff for three separate survey periods on all 5 lakes for a total of 18 hours with additional time for equipment decontamination. Lastly, this budget assumes assistance from one (1) LID staff member during the surveys.

Optional Tasks	Cost
Optional task 1a.	\$650
Optional Task 1b.	\$8,155
Optional Task 2	\$2,350
Optional Task 3	\$3,003

Optional task 1a, includes costs for 250 PIT tags and injection/lab supplies. No additional WSB labor is included as under task 1a, implants would be completed during CPUE surveys.

Optional task 1b, includes the same line-item costs for PIT tags and supplies as task 1a., but includes WSB staff time for one (1) spring electrofishing survey to implant, WSB staff time to install, uninstall, and service two (2) PIT stations plus rental costs.

Optional task 2 includes costs for 10 radio tags and surgical supplies. WSB staff time is included from fall electrofishing surveys.

Optional Task 3 includes costs for one (1) R410 high frequency receiver to be purchased and owned by the LID and WSB staff time for two (2) surveys/training events for LID board and staff and data processing/map production totaling 12 hours.

Additional WSB labor can be added using the hourly rates shown in the attached 2023 WSB rate table and only at the request from and with approval by the LID.

Project Schedule

The project is proposed to begin in April 2023 with the MN DNR Fisheries Research application and conclude in December of 2023 based on the LID's fiscal year ending. The initiation and conclusion of tasks will be dictated by weather and fish behavior primarily. The permit will be required prior to any field data collection.

Task	April	May	June	July	August	September	October	November	December
Project management									
Meetings									
Task 1. Mn DNR Research permit									
Task 2 Baseline CPUE abundance Estimates									
Task 3. Data and Reporting									
Optional task 1a. PIT tags									
Optional Task 1b. PIT Tags and Stations									
Optional Task 2 Radio Tags									
Optional Task 3 Radio Receiver and Training									

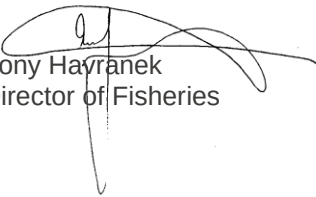
Mr. Ben Elfelt
March 10, 2023
Page 8

Thank you very much for the opportunity to provide the services to meet the goals of the LID and continue to work collaboratively with the LID to develop this program.

If you have questions please call me at (612)246-9346 or email thavranek@wsbeng.com

Sincerely,

WSB



Tony Havranek
Director of Fisheries



2023

Hello Food/Craft/Display Vendors,

The 2023 Ki-Chi-Saga Days committee would like to invite you to attend our 56th annual festival! This year's celebration will take place during the weekend of August 19 and 20. We have some great music lined up again, and are looking forward to a great event.

Friday August 18 you may set up after 7pm due to the Farmers Market please wait until they are torn down before you start to set up.

Once you send in your form, unless you hear from us-you are accepted as a vendor. We will only contact you if you are a double in some sort of vendor capacity (we don't allow 2 of the same company as in pampered chef, or color street nails etc.) please get your 2023 forms in as soon as you can.

Once again, our event will be held the weekend before the state fair opens this was a request made by the public as well as some vendors.

Your hard work is what makes this such a successful festival for us, we hope you all come back, and we promise a fun year this year for our 56th celebration!

If you have any questions or concerns, please feel free to contact me via email at dzacho@ci.chisago.mn.us my direct phone number is 651-257-5464.

Thanks again.

Sincerely,
Doris Zacho and Malory Gray
Chisago City Parks



2023 KI-CHI-SAGA DAYS
FOOD/CRAFT/ART VENDOR REGISTRATION FORM
LOCATION: Moberg Park 10656 Railroad Ave., Chisago City
August -19th -10am-5pm
August -20th -11am-5pm

Please write neatly & completely, this form will be used for records for our 2024 festival & also be the source for receipts and mailings for our 2023 festival.
IF YOU HAVE ALREADY MAILED IN YOUR FORM, AND STILL RECEIVE THIS-DON'T WORRY, THIS IS A BULK MAILING.

DUE TO THE FARMERS MARKET VENDOR SET UP ON FRIDAY CANNOT BEGIN UNTIL 7PM

Name of Business _____
Contact Person _____
Address: _____

Town: _____ **State** _____ **Zip Code** _____

Day Phone _____ **Evening Phone** _____

WE MUST HAVE AN EMAIL ADDRESS:

Please include your email, this is how we will send you your location in the park, the agenda of events

Description of booth. Due to space limitations, we only allow one type of display vendor ex: Pampered Chef, Avon, Tupperware. If this is not filled out, you may find your form returned:

DESCRIPTION:

CRAFT-ART-DISPLAY BOOTHS:

- **Set up time:** Craft/display vendors set up can begin Saturday morning you may set up as early as you like, you may set up Friday evening as well after 7pm.
- **Fee:** \$65.00 you must let us know if you need electricity-bring your own extension cords
- **Booth size:** 10 x 10

FOOD TRUCKS-VENDORS:

- **Set up time:** Friday evening after 7pm, licensing and menus must be displayed
- **Fee:** \$125.00
- **Booth size:** 15 x 20 if you need a larger space, you must let us know
- **Please send me:** menu AND license forms. If you add to your menu during set up, you may risk not being allowed to serve an item due to duplication-I mail a copy of your food license to the state, so I must have this ahead of time
- **If you need specific electrical needs, you must let us know in advance**

Please mail registration form and a check written out to "City of Chisago City" to:

Ki Chi Saga Days-10625 Railroad Ave.P.O. Box 611-Chisago City MN 55013

WAIVER OF LIABILITY RESPONSIBILITY

We/I _____, waive liability responsibility and hold harmless the City of Chisago and the Ki Chi Saga Days Committee from any injury sustained in conjunction with the Ki Chi Saga Days 2023.

Authorized Signer: _____ **Title:** _____ **Date:** _____

Park placement number, and other pertinent information will be mailed to you one week prior to event. We will contact you if you CANNOT participate due to duplicate booths or other reasons immediately upon receiving your registration.

More questions contact Doris: DZACHO@CI.CHISAGO.MN.US or call 651-257-5464



GENERAL VENDORS 2023

Friday July 7th (12 – 9pm)
Saturday July 8th (10am-6pm*)

*Individual vendors may choose to stay open later for business after the parade

Business Name:
Name:
Mailing Address:
Phone:
Description of Product (Be specific! You can only sell what is listed here to avoid duplicates):
Email:
Minnesota Tax ID #

Non-Refundable Registration Fees:

		Before May 1 st , 2023	After May 1 st , 2023
NON-ELECTRIC	Single Booth – 12'X12'	\$100	\$150
NON-ELECTRIC	Double Booth – 24'X12'	\$125	\$175
WITH ELECTRICITY	Single Booth – 12'X12'	\$150	\$200
WITH ELECTRICITY	Double Booth – 24' X 12'	\$200	\$250

Please mail Application & Non-Refundable Fees to:

City of Lindstrom - Karl Oskar Days
 13292 Sylvan Avenue
 Lindstrom, MN 55045

Contact Information:

Pauline Hinsch
 651-257-7648(office)
 651-271-7628(cell)
phinsch@cityoflindstrom.us

*You may also pay by stopping into City Hall during regular business hours or calling 651-257-0620 with credit card.

Vendor booths must remain open during all vendor fair hours. Early tear down or departure will not be permitted and vendor will be charged an additional \$50 if booths close before designated open hours. Please make a copy of this application for your records and mail the original along with your Certificate of Operator Compliance Form (ST19). Your non-refundable registration fee will be deposited upon acceptance of your application.

We reserve the right to refuse space to any vendor; your money and application will be mailed back to you with an explanation. Only items represented on your application are accepted for sale at the fair. The number of "Same Product" booths will be limited in order to provide an assortment of vendors. **Vendors are provided a 12x12 space; the vendor is responsible for tent, table, chairs, and signage. Any tents MUST be weighted down. "Karl Oskar Days and the City of Lindstrom assumes no liability for any loss or damage." Held rain or shine in Lindström.**

Signature required: _____ **Date:** _____

** In order to improve the set up experience on Friday, I am going to have vendors stagger their set up. Please answer the following questions:

1. Approx. amount of time needed to unload your vehicle (not including set up time and staging) _____
2. Do you need handicap accessible parking? _____
3. Will you have a large vehicle or trailer during set up? _____

** You may have also noticed the earlier start time on Friday. Set will begin at 8am and be assigned. In order to keep a smooth flow of traffic for set up, please make sure to come at your specified time.

** Don't hesitate to reach out with questions, comments, etc. The best way to reach me before summer is my cell phone or email. 651-271-7628. phinsch@cityoflindstrom.us

I'm looking forward to an exciting 61st Annual Karl Oskar Days!



March 22, 2023

Ms. Susanna Wilson Witkowski
Water Resource Manager
Chisago County Environmental Services
313 North Main Street, Suite 240
Center City, Minnesota 55012

RE: 2023 Lake Water Quality Monitoring
Proposal Number: AAS 2023-0052-LR1

Dear Susanna,

Alliance Analytical Services (AAS), part of Alliance Technical Group, appreciates the opportunity to provide Chisago County with this proposal. AAS understands that Chisago County desires analysis regularly from various sources for lake water quality monitoring.

By selecting AAS to perform the above analytical work, Chisago County will greatly benefit from our desire and ability to respond quickly and efficiently to your needs. AAS provides laboratory and ambient solutions to our partners throughout the United States. With our expertise in performing U.S. EPA, SW-846, CARB, SCAQMD, NIOSH, and NCASI test methods across 8 laboratories and our 21 strategically located offices, we are uniquely qualified to provide Chisago County with the highest quality and most cost-effective sampling and analysis solutions available. Our approach is unique in the industry in that we utilize a centralized approach to all operations within the company. We look at this in three (3) areas – People, Process, and Technology.

AAS's people are educated, trained, and experienced with a focus on quality and communication. Our process includes a centralized approach including procedures that maximize our results and quality. For example, we utilize a proprietary software program for capturing pre-test, test, and post test data for each source, project, and customer and maintain this database for future access, data analytics, and historical reference.

We invest heavily into creating a system that ensures efficient response to customer needs, including separate Quality Assurance and Technical Services Divisions that are dedicated solely to ensuring the quality of data, generating proposals and delivering test reports to our customers.

The cost estimate on the following page outlines our understanding of your requirements, describes our approach to meet your needs, and presents assumptions we made to present the following pricing to analyze approximately 160 lake water samples over a period of 5 months. Alliance will ship sample bottles to Chisago County monthly and invoice that cost to Chisago County. Delivering the samples to Alliance Analytical Services so that at least 10 days of the sample's holding times remain before expiring is the sole responsibility of Chisago County. The pricing is valid for the entirety of the 2023 calendar year and is based on Alliance's State of Minnesota M-contract number 214266.



CORPORATE OFFICE
255 Grant St. SE, Suite 600
Decatur, AL 35601
(256) 351-0121

SOURCE TESTING
stacktest.com

EMISSIONS MONITORING
alliance-em.com

ANALYTICAL SERVICES
allianceanalyticalservices.com



**2023 Lake Water Quality Monitoring
20 Working Days TAT**

QTY	Lab Analysis	Sample Holding Time	Price Per Sample	Total
160	Ammonia-N by EPA Method 350.1	28 days from collection	\$18.00	\$2,880.00
160	Total Phosphorous-P by EPA Method 365.1	28 days from collection	\$32.00	\$5,120.00
160	Chlorophyll A (Field Filtered) Standard Method 10200H2	Sample must be filtered within 24 hours of collection and then frozen – 21 Day Holding Time	\$32.00	\$5,120.00
5	Monthly Cost to Ship Sampling Containers	N/A	\$80.00	\$400.00
Total for 2023				\$13,520.00

The cost estimate is predicated on Net 30-day payment terms (as outlined in more detail in the enclosed Terms & Conditions). AAS invoices upon completion of laboratory work and report submittal.

AAS encourages customers to issue Purchase Orders for 15% more than the lump sum cost estimate to account for any potential additional charges.

To move forward with this project, please sign and return the enclosed Proposal Acceptance Sheet and issue a Purchase Order for the applicable amount to PO@AllianceTG.com

We look forward to working with you on this project. Please do not hesitate to contact us at (763) 786-6020 to discuss this proposal.

Sincerely,
Alliance Analytical Services

Robin R. Worlie
Laboratory Services Administrator

Customer Proposal Acceptance

I have reviewed and accept this Proposal and the Terms & Conditions included herein. By signing the below, I am awarding this business to Alliance Analytical Services and am authorizing them to proceed with this project.

Signature: _____
Name: _____
Title: _____
Date: _____



CORPORATE OFFICE
255 Grant St. SE, Suite 600
Decatur, AL 35601
(256) 351-0121

SOURCE TESTING
stacktest.com

EMISSIONS MONITORING
alliance-em.com

ANALYTICAL SERVICES
allianceanalyticalservices.com

**TERMS AND CONDITIONS FOR SERVICES - ALLIANCE
TECHNICAL GROUP, LLC**

Alliance Technical Group, LLC ("ATG") hereby agrees to sell and furnish to Client, and Client agrees to purchase and acquire from ATG certain services and related items ("Services") as set forth in one or more ATG proposal(s), purchase agreement(s), purchase order(s) or similar instrument(s) by which ATG is providing Services to Client (herein collectively "Agreement(s)"). All Agreements are subject to the following terms and conditions (the "Terms"), and such Terms are accepted without modification by Client in connection with any request by Client for Services from ATG and are incorporated into all documents pertaining to services performed by ATG as if fully set forth therein.

1. **PAYMENT TERMS.** ATG shall invoice periodically for work done or to be done, as appropriate. Client agrees to pay the ATG invoice in full within 30 days from the date of ATG's invoice. If the Services include delivery of a draft report, ATG will grant Client a 1% discount on the total invoice amount if payment is received on or before the draft report delivery dates set for in the Agreement. Client shall inform ATG of any disputed charges within 5 business days of receiving the invoice. Should an invoice need to be amended, the original invoice transmittal date shall still apply for purposes of determining the payment due date. If payment is not received by ATG from Client by the due date, Client agrees to pay interest on the past due amount at a rate of one percent (1%) per month until paid (but not more than the maximum rate of interest allowed by applicable law), and further agrees to pay reasonable costs of collection incurred by ATG, including without limitation, court costs and attorney's fees. No deduction shall be made from the ATG invoice on account of liquidated damages or other sums withheld from payments to contractors or others.

2. **TERMINATION.** Either party may terminate the Agreement with or without cause upon 30 days' written notice to the other party. In the event Client requests termination prior to completion of the project, Client agrees to pay ATG for all costs incurred through the date of notice of termination, plus reasonable charges associated with termination of the work.

3. **TAXES.** Client shall be responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by Client hereunder.

4. **CHANGE ORDERS.** If either party wishes to change the scope or performance of the Services, it shall submit details of the requested change to the other party in writing. ATG shall, within a reasonable time after such request, provide a written estimate to Client of (i) the likely time required to implement the change; (ii) any necessary variations to the fees and other charges for the Services arising from the change; (iii) the likely effect of the change on the Services; and (iv) any other impact the change might have on the performance of this Agreement. Promptly after receipt of the written estimate, the parties shall negotiate and agree in writing on the terms of such change (a "Change Order"). Neither party shall be bound by any Change Order unless mutually agreed upon in writing. Notwithstanding the foregoing, ATG may, from time to time change the Services without the consent of Client provided that such changes do not materially affect the nature or scope of the Services, or the fees or any performance dates set forth in the Agreement. ATG may charge for the time it spends assessing and documenting a change request from Client on a time and materials basis.

5. **PERFORMANCE, WARRANTIES.** ATG will perform the Services using that degree of care and skill ordinarily exercised under similar conditions by reputable members of the profession practicing in the same or similar locality. ATG shall use reasonable efforts to meet any performance dates specified in the Order Confirmation, and any such dates shall be estimates only. ATG shall not be liable for a breach of the warranty set forth herein unless Client gives written notice of the defective Services, reasonably described, to ATG within 30 days of the time when Client discovers or should have discovered that the Services were defective. Subject to the foregoing and for a period of 12 months after performance of the Services, ATG will, in its sole discretion, either repair or reperform such Services (or the defective part), or credit or refund the price of such Services at the pro rata rate. THE REMEDIES SET FORTH IN THIS SECTION SHALL BE CLIENT'S SOLE AND EXCLUSIVE REMEDY AND ATG'S ENTIRE LIABILITY FOR ANY BREACH OF THIS LIMITED WARRANTY. NO OTHER WARRANTY, EXPRESS OR IMPLIED, IS MADE OR INTENDED RELATED TO ATG'S PROFESSIONAL CERTIFICATION OR BY ATG'S ORAL OR WRITTEN REPORTS, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT, FITNESS, OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH

WARRANTIES ARE EXPRESSLY DISCLAIMED. THIS WARRANTY IS EXCLUSIVE, AND IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, ORAL OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

6. **INSURANCE.** ATG maintains insurance coverage as follows:

- a. Worker's Compensation insurance – applicable statutory amounts
- b. Commercial General Liability Insurance - \$1,000,000 per occurrence / \$10,000,000 excess
- c. Professional Errors & Omissions - \$1,000,000 per claim / \$10,000,000 excess
- d. Pollution Liability Insurance - \$1,000,000 per claim / \$10,000,000 excess
- e. Automobile Liability Insurance - \$1,000,000 combined single limit

7. **SITE OPERATIONS:** Client will arrange for right-of-entry to the property for the purpose of ATG performing the Services. Client represents that it possesses necessary permits and licenses required for its activities at the site. Client shall advise ATG in writing of any underground or over-ground obstructions at the site, including utilities. ATG will give special instructions to the ATG field personnel. ATG is not responsible for any damage or losses due to undisclosed or unknown surface or subsurface conditions on Client premises. Except for ATG's gross negligence or willful misconduct, and to the maximum permitted by law, Client shall indemnify and hold harmless ATG, and its directors, officers, employees, and agents (collectively "ATG Indemnitees") from and against any and all claims, losses, damages, suits, fees, judgments, costs, and expenses (collectively "Claims") including attorney's fees incurred in response to such Claims, that the ATG Indemnitees may suffer or incur arising out of or connected with performance of ATG's duties at the Client site. ATG will take reasonable precautions to minimize damage to the property caused by the ATG operations. Sample locations described in the ATG report or shown on sketches are based on specific information furnished by others or estimates made in the field by the ATG personnel. Such dimensions, depths or elevations should be considered as approximations unless otherwise stated in the ATG proposal or report.

8. **FIELD REPRESENTATIVE:** The presence of the ATG field personnel, either full-time or part-time, will be for the purpose of providing observation and field testing of specific aspects of the project as authorized by Client. Should a contractor not retained by ATG be involved in the project, Client will advise contractor that the ATG Services do not include supervision or direction of the work of the contractor, its employees or agents, unless previously agreed upon in writing. Client will also inform contractor that the presence of the ATG field representative or observation or testing by ATG will not relieve the contractor of its responsibilities for performing the work in accordance with the plans and specifications. If a contractor (other than a subcontractor to ATG) is involved in the project, Client agrees that, in accordance with generally accepted construction practices, the contractor will be solely and completely responsible for working conditions on the jobsite, including safety of all persons and property during performance of the work, and compliance with OSHA regulations, and that these requirements will apply continuously and not be limited to normal working hours. It is agreed that ATG will not be responsible for job or site safety on the project and that ATG does not have the duty or right to stop the work of the contractor.

9. **UNFORESEEN CONDITIONS OR OCCURRENCES:** It is possible that unforeseen conditions or occurrences may be encountered which could substantially alter the Services or the risks involved in completing the Services. If this occurs, ATG will promptly notify and consult with Client, but will act based on ATG's sole judgment where risk to the ATG personnel is involved. Possible actions could include (i) Complete the original Services in accordance with the procedures originally set out in the ATG proposal, if practicable in ATG's sole judgment; (ii) mutually agree with Client to modify the Services and the estimate of charges to include study of the unforeseen conditions or occurrences, with such revision to be agreed to in writing prior to ATG continuing services; or (iii) terminate the service effective on the date specified by ATG in writing (in which case Client agrees to pay ATG for all costs incurred through the date of notice of termination, plus reasonable charges associated with termination of the work).

10. **FORCE MAJEURE.** If performance of these Terms, the Services, or the Agreement by either party is prevented by reason of any event or act which is beyond the reasonable control of the party affected (including, but not limited to, Acts of God, fire, flood, explosion, war, strike, embargo, epidemic, pandemic, government requirement or natural disaster), such party shall, upon

giving prior written notice to the other party, be excused from such performance to the extent of such prevention, provided that the party so affected shall use its best efforts to avoid or remove such causes of nonperformance, and shall continue to perform under this Agreement with the utmost dispatch whenever such causes are removed.

11. **LIMITATION OF LIABILITY.** IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL ATG'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO ATG PURSUANT TO THE AGREEMENT GOVERNING THE SERVICES.

12. **CLIENT DISCLOSURE:** Upon execution of the Agreement, Client shall notify ATG in writing of any hazardous substances or any condition, known or that should be known by Client, existing in, on, or near the site that might present a potential danger to human health, the environment, or equipment. Client agrees to provide continuing information as it becomes available to the Client in the future during the course of provision of Services by ATG. By virtue of entering into an Agreement or of providing services to Client, ATG does not assume control of or responsibility for the site or the person in charge of the site, or undertake responsibility for reporting to any federal, state or local public agencies any conditions at the site that may present a potential danger to public health, safety or the environment. Client agrees to notify the appropriate federal, state or local public agencies as required by law, or otherwise to disclose, in a timely manner, any information that may be necessary to prevent any danger to health, safety, or the environment.

13. **ENVIRONMENTAL INDEMNITY.** In connection with toxic or hazardous substances or constituents, Client agrees to the maximum extent permitted by law to defend, hold harmless and indemnify the ATG Indemnitees from and against any and all Claims, unless caused by ATG's gross negligence or intentional misconduct, resulting from (i) Client's violation of any federal, state or local statute, regulation or ordinance relating to the disposal of toxic or hazardous substances or constituents; (ii) Client's undertaking of or arrangement for the handling, removal, treatment, storage, transportation or disposal of toxic or hazardous substance or constituents found or identified at the site; (iii) Toxic or hazardous substance or constituents introduced at the site by Client or third persons before or after the completion of services herein; (iv) Allegations that ATG is a handler, generator, operator, treater or store, transporter, or disposer under the Resource Conservation and Recovery Act of 1976 as amended or any other similar federal, state or local regulation or law; (v) Claims related to personal injury or property damage from exposure to or release of toxic or hazardous substances or constituents at or from the site before, during or after the performance of Services.

14. **DOCUMENTS.** ATG will furnish to Client the agreed upon number of reports and supporting documents. ATG reserves the right to withhold the delivery of reports and supporting documents until payment has been received on outstanding invoices. These instruments of service are furnished exclusively for Client's use in connection with the project or work performed for Client pursuant to the Agreement and ATG will not share with any third parties without the prior written consent of Client. All documents generated by ATG pursuant to any Agreement or otherwise, including without limitation all intellectual property rights associated with such documents, shall remain the sole property of Client. If Client desires to provide any ATG report to a third party that is not used for regulatory approvals and ATG agrees in writing to provision of the ATG report to such third party, Client shall obtain written acceptance from the third party to be bound by these terms and conditions prior to making the ATG report available to such third party. Client agrees that all documents furnished to Client or Client's agents or designers, if not paid for, will be returned upon demand and will not be used by Client for any purpose whatsoever. Client further agrees that documents produced by ATG pursuant to any Agreement or otherwise will not be used at any location or for any project not expressly provided for in the related Agreement without ATG's prior written approval. Client shall furnish documents or information reasonably within Client's control and deemed necessary by ATG for proper performance of the

ATG services. ATG may rely upon Client-provided documents in performing the services required under any Agreement, however, ATG assumes no responsibility or liability for the accuracy of Client-provided documents. Client-provided documents will remain the property of the Client. Any unauthorized use or distribution of ATG reports shall be at Client's sole risk and without liability to ATG, and Client shall indemnify and hold ATG Indemnitees harmless from any Claims related to or resulting from such use or distribution.

15. **GOVERNING LAW; DISPUTE RESOLUTION.** All questions concerning the validity, interpretation and performance of these Terms or the Agreement will be governed by and decided in accordance with the laws of the State of Alabama, without regard to its conflict of law principles. The parties agree to attempt to resolve any dispute without resort to litigation. Such dispute shall first be submitted to nonbinding mediation to be conducted in Morgan County, Alabama unless the parties mutually agree otherwise. In the event the parties are unable to reach a settlement of any dispute arising out of the services provided to Client by ATG, then such disputes shall be settled by binding arbitration in Morgan County, Alabama by an arbitrator to be mutually agreed upon by the parties, and shall proceed in accordance with the rules of the Construction Industry Arbitration Rules of the American Arbitration Association then pertaining. If the parties cannot agree on a single arbitrator, then the arbitrator(s) shall be selected in accordance with the above referenced rules. If the claimant fails to prevail, then the claimant shall pay all costs of the party defending the claim, including reasonable attorney's fees. Notwithstanding the foregoing, this paragraph shall not apply to any action instituted for the collection of any amount invoiced to Client for products sold, services rendered or similar matters for the collection of money due by Client to ATG.

16. **INTELLECTUAL PROPERTY.** All intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, "Intellectual Property Rights") in and to all documents, work product, and other materials that are delivered to Client under this Agreement or prepared by or on behalf of ATG in the course of performing the Services, including any items identified as such Agreement (collectively, the "Deliverables") except for any Confidential Information of Client or Client materials shall be owned by ATG. ATG hereby grants Client a license to use all Intellectual Property Rights free of additional charge and on a non-exclusive, worldwide, non-transferable, non-sublicensable, fully paid-up, royalty-free, and perpetual basis to the extent necessary to enable Client to make reasonable use of the Deliverables and the Services.

17. **CONFIDENTIALITY.** During provision of the services hereunder (the "Authorized Purpose") one Party may acquire the other Party's confidential information. "Confidential Information" means the proprietary or confidential information of each Party, relating in any way to the business and affairs of each Party, or proprietary or confidential information of a third party to which a Party has access that one Party (the "Receiving Party") may acquire from the other Party (the "Disclosing Party") as a result of discussions of work performed pursuant to any Agreement. Confidential Information includes any information marked as confidential, but also includes any information which the Parties in good faith and good conscience ought to treat as confidential. Each Party acknowledges that all Confidential Information is very valuable to each respective Party and shall maintain all Confidential Information in strict confidence. Each Party further agrees that such Confidential Information shall not be used or disclosed, except as follows: (i) each Party agrees to use Confidential Information only for the Authorized Purpose and agrees not to use any Confidential Information for the benefit of anyone other than the other Party to the Agreement; (ii) each Party agrees to limit access to Confidential Information to its officers, directors, employees and agents ("Personnel") who have a need to know the Confidential Information for the Authorized Purpose and shall instruct such Personnel to not disclose Confidential Information except as allowed under these Terms or the Agreement; and (iii) each Party agrees not to copy, reprint, duplicate or recreate the Confidential Information without the prior express written consent of the other Party. Unless otherwise required by contract or law, upon either termination of the applicable Agreement or of these Terms as set forth herein or upon written request by the Disclosing Party, the Receiving Party shall cease use and return or destroy all of the Disclosing Party's Confidential Information in the Receiving Party's possession or control.

18. **SEVERABILITY.** If a court of competent jurisdiction declares any term, condition or provision of these Terms or the Agreement invalid or unenforceable, the remainder of the Terms and the Agreement shall not be

affected and shall remain in full force and effect.

19. SURVIVAL. All obligations arising prior to the termination of this Agreement and all provisions of these Terms and the Agreement allocating responsibility or liability between Client and ATG (or with respect to warranty or indemnification) shall survive the completion of the services and the termination of these Terms and the Agreement.

20. INTEGRATION. These Terms and the Agreement, along with any attached documents and those incorporated herein constitute the entire Agreement between the parties and cannot be changed except by a written instrument signed by both parties. These Terms and the Agreement prevail over any of Client's general terms and conditions regardless of whether or when Client has submitted its purchase agreement(s), purchase order(s) or similar instrument(s). Provision of Services to Client does not constitute acceptance of any of Client's terms and conditions and does not serve to modify or amend these Terms or the Agreement.

10604 Radisson Rd NE
Blaine, MN 55449-5220

Voice: 763-780-9187
Fax: 763-780-8087

INVOICE

Invoice Number: INV22-187
 Invoice Date: Nov 22, 2022
 Page: 1
Duplicate

Bill To:
City Of Lindstrom 13292 Sylvan Ave Lindstrom, MN 55045

Ship to:
City Of Lindstrom 13292 Sylvan Ave Lindstrom, MN 55045

Customer ID	Customer PO	Payment Terms	
CITYOFL	Lindstrom	Net 30 Days	
Sales Rep ID	Shipping Method	Ship Date	Due Date
Michael Meyer	Will Call		12/22/22

Quantity	Item	Description	Unit Price	Amount
		10/24/2022 - 11/1/2022 BDC Job 22-187 M Gold Fish Ponds Pond Pumpdown System installed to aid in the removal of the surface water for two (2) Gold fish ponds JOB COMPLETE		24,571.00

NOV 28 2022

APPROVED BY *MF*

DEPT *gold fish removal*

CODE *101-49060-550*

APPROVED BY *MF*

DEPT *gold fish remark*

CODE *101-49060-550*

Subtotal	24,571.00
Sales Tax	
Total Invoice Amount	24,571.00
Payment/Credit Applied	
TOTAL	24,571.00

Check/Credit Memo No:

Finance Charge of 1.5% per month (18% APR) on past due accounts

Scientific Title: Evaluating Soft Armoring Approaches for Protecting Shorelines from Waves

Plain Language Title: Protecting our shorelines and preserving habitat

Principal Investigator: Kimberly Hill

Co-PIs: Jessica Kozarek, William Herb

Importance and relevance: Minnesota's shorelines are subject to erosive forces from wave action from both wind driven waves and human disturbances (boat wakes). Ensuing erosion can be exacerbated by changing water levels, shoreline development, freeze-thaw cycles, and lake ice movement. However, hard armoring techniques such as seawalls or riprap can alter sediment transport (Griggs 2005) and remove critical riparian and near-shore habitat (Gittman et al. 2016). Soft armoring techniques incorporate or mimic natural shorelines by using, for example, vegetation or natural materials to 1) dissipate or attenuate wave energy and 2) help hold soil in place. Under the appropriate conditions, these nature-based techniques may be more cost-efficient, provide ecological and aesthetic benefits, and be more resilient to changing lake levels (e.g., responsive to natural shoreline migration). However, these approaches may not be sufficient or relevant in all situations, including sites with very high wave energy (LSPO 2021; Smith et al. 2020; NOAA 2015). To address this, we propose a project to evaluate soft armoring to stabilize Lake Superior and large inland lake shorelines (a Minnesota Sea Grant (MNSG) competition priority for the 2024-2026 biennial research competition). This work will support healthy coastal ecosystems (HCE) goals as described in the MNSG 2024-2027 Strategic Plan. Specifically, this research will address goals 1 and 2 under HCE: (1) protect and restore habitat of freshwater inland and coastal ecosystems, and (2) facilitate the use of sound science and best management practices to sustain freshwater ecosystems. Specific outcomes address the transfer of scientific information for ecosystem management best practices (1.1.1), training for resource managers and project partners (1.1.2 and 2.1.1), and community engagement in research (2.1.3).

Objectives and project plan: The overall goal of this project is to link wave characteristics (wave height, frequency, etc.) to soft armoring effectiveness (wave attenuation, reduced fluid stresses, reduced shoreline erosion) to inform best practices for shoreline management. We plan to address soft armoring across a range of wave types/shorelines such that the results are broadly applicable. The major tasks will include:

1. Review of soft armoring methodology. In conjunction with project partners and stakeholders, we will compile a review of soft armoring methods for shoreline protection. This review will include a survey of lakeshore practices.
2. Wave monitoring. Researchers will install wave monitoring stations in 1) a large inland lake, and 2) within the St. Louis River Estuary. For a third dataset we will use existing wave data monitored within Lake Superior.
3. Laboratory experiments. We will conduct experiments in St. Anthony Falls Laboratory (SAFL)'s wave making flume and basin facilities to evaluate the effectiveness of soft armoring to stabilize shorelines and attenuate waves. Wave characteristics will be gathered from field monitoring efforts and used to set the experimental wave conditions.

4. Outreach and education. The research team will work in conjunction with SAFL communications and Sea Grant staff to share research results.

Anticipated results: We anticipate three major outcomes from this project. **Outcome 1:** a dataset of wave monitoring in large inland lakes and the St. Louis River Estuary. We will leverage efforts from an Environmental and Natural Resources Trust Fund (ENTRF) project studying the impacts of wind driven and boat wake waves across MN to develop and install wave monitoring stations. The data collected for this project will be supplemented with data collected around MN and existing wave monitoring efforts on Lake Superior. **Outcome 2:** the analysis of experimental results to determine the benefits of soft armoring to reduce the impact of wind driven or boat waves on shoreline erosion. Motivated by the high degree of natural variability in wave characteristics (height, wavelength, etc.), vegetation (submerged and emergent, etc.), and shoreline materials (rock, cohesive clay, etc.), we plan to use experiments to investigate the effect of soft armoring (vegetation) while controlling other variables (e.g., shoreline material and wave characteristics). A key target will be to determine the wave characteristics that are appropriate for soft armoring methods, based on both the review in Task 1, the wave monitoring in Task 2, and the experiments in Task 3. **Outcome 3:** a compilation of these research results into outreach materials that will be shared broadly through the outreach and information transfer plan.

Outreach and information transfer plan: Our outreach and information transfer plan will be tailored to the general public, lakeshore managers, individual property owners, and other scientists. The unique combination of field monitoring and experiments proposed will provide visual aids suitable for interpretation by a diverse audience. For the general public and individual property owners, working with SAFL communication staff and/or Sea Grant staff, we will create a video demonstrating the field and experimental results and what this means for shoreline protection. We will also create a one-page summary of recommendations based on our research. For managers and other scientists, we will host a webinar to share the technical details of the project in addition to publication in a scientific journal. As part of this publication, all datasets will be made available through the University of Minnesota Data Repository. We anticipate collaboration with SAFL communication and MN Sea Grant staff through our outreach process.

Partners: We anticipate connecting, communicating, and engaging with MN Sea Grant, state agencies (MN DNR), federal agencies (USACE), local organizations (Lake Associations) and other interested parties. This work will complement the research lead by Jeff Marr and Andy Riesgraf at SAFL (project will supply match funding for wave monitoring).

Works cited:

Gittman, R. K., Scyphers, S. B., Smith, C. S., Neylan, I. P., & Grabowski, J. H. (2016). Ecological consequences of shoreline hardening: a meta-analysis. *BioScience*, 66(9), 763-773.

Griggs, G. B. (2005). The impacts of coastal armoring. *Shore and beach*, 73(1), 13-22.

LSPO (2021) *Lake Superior Property Owner Resource Guide*.

NOAA (2015) *Guidance for Considering the Use of Living Shorelines*.

Smith, C. S., Rudd, M. E., Gittman, R. K., Melvin, E. C., Patterson, V. S., Renzi, J. J., ... & Silliman, B. R. (2020). Coming to terms with living shorelines: a scoping review of novel restoration strategies for shoreline protection. *Frontiers in Marine Science*, 7, 434.



March 20, 2023

Mr. Benjamin Elfelt | CLLID Administrator
Environmental Services
313 N Main St., Suite 240
Center City, MN 55012
Benjamin.Elfelt@chisagocountymn.gov
Phone: 651-213-8383

Re: 2023 Weir Inspections

Dear Mr. Elfelt:

On behalf of Collins Engineers, Inc. (Collins) I am pleased to submit this proposal to provide professional engineering services as they relate to the structural inspection and assessment of the Lake Ellen and Lofton Avenue Weirs. We are proposing to perform both inspections in the Fall of 2023 or sooner as needed by Chisago County.

Collins is proposing to provide the following scope of services:

- Review channel and weir system conditions and whether or not there is erosion.
- Document channel and maintenance needs, water levels, erosion, obstructions to flow, ice conditions (if observable), the presence of nuisance aquatic vegetation, and any other condition that may lead to damage along the outlet route.
- Perform a visual and tactile inspection of the above water and underwater weir structure components as accessible from the exterior of the weir inlet. The inspection will not include the pipe/culvert downstream of the weir inlet.
- A qualified Professional Engineer certified as a commercial engineer-diver will perform the inspections utilizing commercial surface-supplied air equipment, if necessary.
- An Inspection Summary Report for each of the Weirs inspected will be provided. This report will summarize the conditions of the Weirs and provide priorities for maintenance actions and recommendations for structure preservation.
- As an added value, Collins will make minor repairs such as clearing debris where required and where possible.



Collins will complete the above tasks on a lump sum cost of \$4,000 or \$2,000 per Weir. The proposed work will be completed before October 31st, 2023. If you agree with the above proposal, please sign below and return one copy back to me.

Thank you for the opportunity to continue to be of service to you. Please do not hesitate to contact me at (651) 204-9101 with any questions or comments.

Sincerely,

Collins Engineers, Inc.

A handwritten signature in black ink, appearing to read "Marc Parker", is written over a horizontal line.

Marc Parker, PE
Regional Manager

Chisago County

Date

cc: Barritt Lovelace, PE, Collins Engineers, Inc.

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Chisago Lakes Lake Improvement District

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Chisago Lakes Lake Improvement District

7 likes • 7 followers



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Mentions

Reviews

Followers

More ▾

...

 Promote

Intro













Edit bio

 **Page** · Government organization

 313 N. Main Street, Suite 105, Center City, MN, United States, Minnesota

 +1 651-213-8370

 lakeimprovement@chisagocountymn.gov

 chisagocountymn.gov/300/Lake-Improvement-District

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Photos

See all photos

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Featured

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 [List view](#)

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Chisago Lakes Lake Improvement District

2d · 



wearing a life jacket? 🧑‍🚒 Be prepared for quickly changing spring weather with the right equipment. And make sure life jackets are tested for buoyancy every year.



MN DNR Enforcement

4d · 🌐

Are you daydreaming of summer pontoon rides down the river? Itching for the first day you can get your boat on the water? Remember that spring weather in Minnes... [See more](#)

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Chisago Lakes Lake Improvement District

2d · 🌐



Become an AIS Detector! Learn how to identify and report potential aquatic invasive species (AIS) in the lakes of Chisago County.

Chisago County will reimburse up to 2 county residents to become AIS Detectors. Call 651-213-8380 to sign up (first come, first serve) to take the AIS Detectors Core Course.

Learn more here: <https://maisrc.umn.edu/detectors-core...> **See more**



Chisago County Water Resources

2d · 🌐



[Chisago County can reimburse up to 2 Co... See more](#)

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 Comment

 Share

Write a comment...



Chisago Lakes Lake Improvement District

2d · 

Explore your lake's health with this amazing new tool from the Department of Natural Resources! The Watershed Health Assessment Framework (WHAF) for Lakes is an interactive way to learn about a particular lake or compare lake health to others nearby. <https://arcgis.dnr.state.mn.us/ewr/whaflakes/>

Explore Lake Health

with the new

**Watershed Health
Assessment Framework
for Lakes**



Learn about a particular lake or compare lake health to others nearby.

[See insights and ads](#)

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Write a comment...



Chisago Lakes Lake Improvement District



March 13 at 12:17 PM · 

✓ LID Residents: Remember to request a \$10 coupon code when ordering your rain barrel! 💧
Email: lakeimprovement@chisagocountymn.gov to verify your address and receive your code.





March 3 at 11:38 AM · 🌐

💧 Tired of unpredictable rainfall? 🌱 Keep things green between storms with one (or more) 45-gallon rain barrels! 🚰

Pre-order online now at www.recycleminnesota.org... See more

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2



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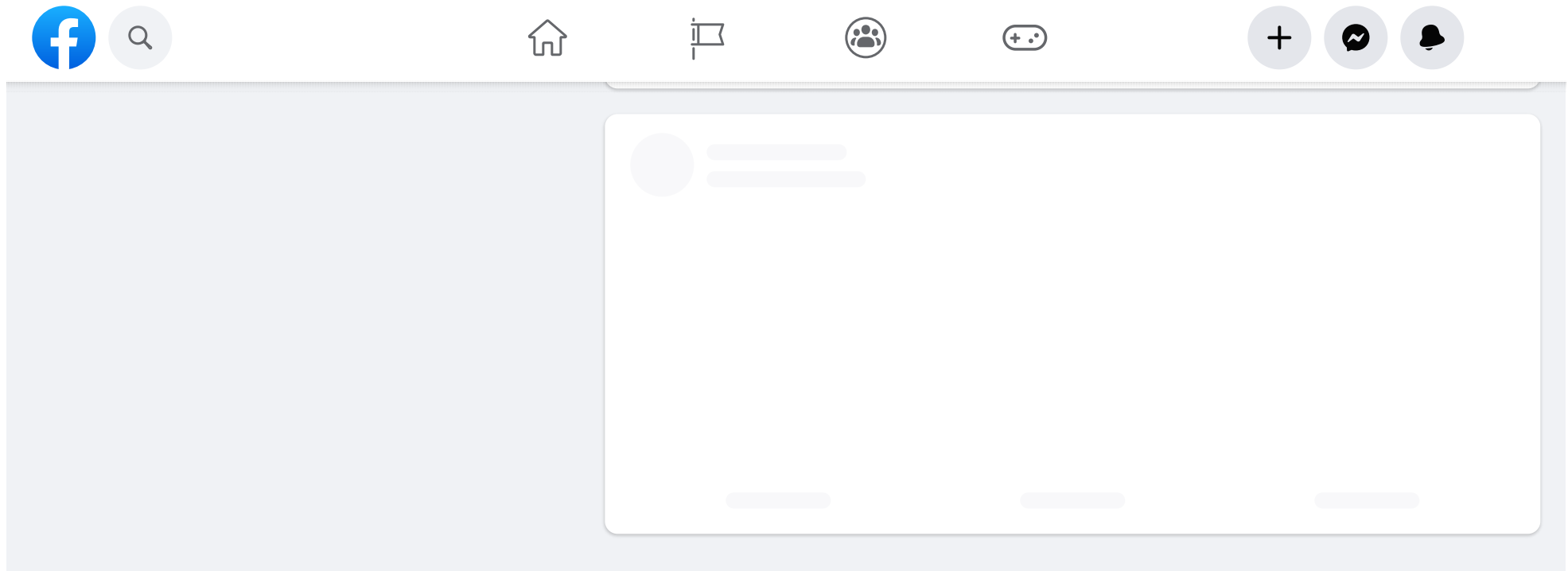


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2023 - 2024 AQUATIC INVASIVE SPECIES TREATMENT and EDUCATION GRANTS for LAKE ASSOCIATIONS

APPLICATIONS DUE: 4:30 p.m. on May 3, 2023

BACKGROUND

As a part of the Federal American Rescue Plan Act (ARPA), the Chisago County Board of Commissioners have allocated a total of \$250,000 of their total \$10.9M Coronavirus State and Local Fiscal Recovery (SLFRF) fund allocation to Chisago County Water Resources programming serving lake associations within Chisago County.

Chisago County is issuing a grant application to distribute the American Rescue Plan Act (ARPA) Water Resources Grant Funding of approximately \$70,000 for 2023 and \$70,000 for 2024 (\$140,000 total over two years) of the total \$250,000 grant amount for Aquatic Invasive Species (AIS) Treatment and Education and Outreach projects. Projects must comply with state statutes requiring that funds are to be used “solely to prevent the introduction or limit the spread of aquatic invasive species at all access sites within the County.”

The following amounts are allocated to each lake association with a 501(c)(3) status within Chisago County, based on a base grant amount and percentage of littoral acres on lakes within each lake association, and upon receipt of a qualified and approved application. If a lake association has not spent its awarded base and littoral grant funds in 2023, those remaining funds will be combined and rolled into future programs years for possible larger grant activity in 2024 & 2025. All ARPA Water Resources Grant Funding must be spent by December 31, 2025.

Table 1: 2023-2024 Treatment Grant Based on \$10,000 Base and Littoral Area - \$70,000 Total Grant Award Each Year

Lake Association	2023 \$5,000 Base Grant	2024 - \$5,000 Base Grant (or \$10,000 Base Grant if Base not spent in 2023)	Littoral (Acres)	% of Total	2023 & 2024 Grant Based on Littoral Acres (2024 grant amount pending rollover of unspent funds)
Comfort Lake Association Comfort and Little Comfort Lakes	\$5,000	\$5,000	106	1.73%	\$605.50
Goose Lake Association North & South Goose, Mandall & Rabour Lakes	\$5,000	\$5,000	430	7.04%	\$2,464
Green Lakes Association Green, Little Green Ellen Lakes	\$5,000	\$5,000	1,343	22%	\$7,700
Center Lakes Association North & South Center Lakes	\$5,000	\$5,000	1,169	19.14%	\$6,699
Chisago Lindstrom Kroon Lakes Association Chisago, North Lindstrom, South Lindstrom, Kroon Lakes	\$5,000	\$5,000	1,087	17.80%	\$6,230
Pioneer Lake Homeowners Association Pioneer Lake	\$5,000	\$5,000	77	1.26%	\$441
Rush Lakes Improvement Association East & West Rush Lakes	\$5,000	\$5,000	1,895	31.03%	\$10,860.50
Total	\$35,000	\$35,000 Minimum	6,107	100%	\$35,000

Each lake association listed in Table 1 above may apply to the 2023 AQUATIC INVASIVE SPECIES TREATMENT and EDUCATION GRANT using this application. The County will provide the funds to each lake association in the form of a reimbursement grant. On the grant application form, each lake association must explain how the funds will be used for AIS treatment, and/or outreach and education programming.

Each lake association will enter into an agreement with the county. The person listed on the application should be the primary contact for the grant, authorized to sign the grant agreement, and be responsible for submitting grant reimbursement requests and the final Activities Report.

APPLICANT GUIDELINES

1. Funding is provided on a reimbursement basis. An Activities Report funded by an award under this program is due December 1, 2023. The county will provide reimbursement after receiving the Activities Report.
2. The Activities Report, due by December 1, 2023, must include a copy of:
 - a. The 501(c)(3) or Employee Identification Number for your lake association,
 - b. Itemized list of funds spent, including all invoices,
 - c. Minnesota Department of Natural Resources (DNR) Aquatic Plant Management permit,
 - d. Spray log (or equivalent),
 - e. Map of treatment area,
 - f. Plant or carp survey or delineation report,
 - g. Plant or carp survey or delineation invoice,
 - h. All grant contracts indicating other funding received for treatment (from a DNR treatment grant, lake association, watershed district, or lake improvement district, etc.),
 - i. Any other information required under the grant's reporting requirements.
3. Grantee may seek reimbursement costs incurred no earlier than April 6, 2023, and no later than December 31, 2023, that are incurred toward the implementation of Aquatic Invasive Species Treatment, Education or Outreach projects which are awarded a grant for the under the 2023 grant program year.
4. If the report of activities is not received by December 1, 2023, the award may be forfeited by the grantee, unless otherwise arranged and an alternative due date is given.
5. The treatment area for Eurasian watermilfoil, curly-leaf pondweed, invasive phragmites, purple loosestrife, starry stonewort, and zebra mussels must be confirmed via a population or delineation survey.
6. The county will accept population or delineation surveys completed in 2021 and 2022. The survey may be done by the same company conducting treatment.
7. Grant must fund treatment activities of an AIS species already present in the waterbody.
8. The applicant is responsible for carrying out all activities related to their proposal, including (but not limited to): fiscal management, labor, and materials, permitting and reporting requirements, and carrying proper insurance.
9. Funds cannot be used for purchasing or supplying food.
10. All proposals must comply with applicable federal, state, and local laws, rules, and ordinances.
11. All activities for which reimbursement is requested must take place in Chisago County during the 2023 calendar year.
12. Treatment of AIS is the preferred use of the ARPA funding and the majority of grant funding identified in Table 1 should be dedicated to all forms of control, maintenance of equipment, carp related activities, and plant surveys and/or delineations as part of treatment activity. Other eligible grant funding includes AIS education and outreach activities.
13. All grant funds must be spent by December 31, 2025.

APPLICANT ELIGIBILITY

Those eligible to apply for available funds include lake association with a 501(c)(3) status within Chisago County. All proposed activities must take place in Chisago County.

ELIGIBLE ACTIVITIES

- All forms of AIS control, such as chemical treatments, biological treatments, and mechanical harvesting are covered by this grant.
- Maintenance of equipment as part of an AIS treatment activity.
- Plant surveys and delineations as part of an AIS treatment activity.
- Carp population surveys, barriers and or removal activities. Carp population surveys must be submitted to receive reimbursement for carp removal activities.
- AIS education and outreach to help prevent the introduction or limit the spread of AIS, including education materials, supplies, printing and promotions, professional services (including grant writing), program fees (facility fees, hired educators/speakers).

Consideration of additional cost categories is at the discretion of Chisago County.

QUESTIONS

Direct all questions to Susanna Wilson Witkowski at susanna.wilson@chisagocountymn.gov or 651-213-8380.

SUBMISSION

All applications are due by 4:30 p.m., May 3, 2023. Email applications to: susanna.wilson@chisagocountymn.gov

AWARD CRITERIA

No awards will be allocated until the grant application period has closed. Chisago County will distribute the available funds to all applicants whose applications meet the grant requirements following the allocations identified in Table 1. Funding is provided on a reimbursement basis. An Activities Report funded by an award under this program is due December 1, 2023. The county will provide reimbursement after receiving the Activities Report. If a lake association has not spent its awarded base and littoral grant funds in 2023, those remaining funds will be combined and rolled into future programs years for possible larger grant activity in 2024 & 2025. All ARPA Water Resources Grant Funding must be spent by December 31, 2025.

TIMELINE

- Grant will open on April 7, 2023
- Applications are due May 3, 2023
- Grant award letters will be sent out May 19, 2023
- Reports of activities must be submitted by December 1, 2023, unless otherwise arranged.

1. APPLICANT INFORMATION

Applicant Name (Organization):			
Contact Person Name and Title:			
Address:			
Phone Number:		Email:	
By submitting this grant application on behalf of the organization listed above, I agree my project lead will fully participate in the assessment and evaluation process, including but not limited to submitting reports and invoices on time, information as requested, and completing and submitting the provided Activities Report. Additionally, the project lead will follow all application guidelines for use of funds if awarded.			
Date:			
Additional Staff/Contracting Agency (Add Additional Lines if Necessary):			
Name:	Position:	Organization:	Contact Information:

2. PROJECT INFORMATION – CONTROL, PLANT SURVEYS and CARP ACTIVITIES

Please list individually list the amount requesting and treatment information for each lake for which the lake association is requesting grant funding (chemical treatments, biological treatments, and mechanical harvesting, plant or carp surveys and delineations, and carp activities). Please use additional sheets if necessary.

Waterbody Name:					
Amount Requested:					
Approximate Start Date:					
Treatment, Survey/Delineation or Carp Activity Method	Species Requested	Requested Dimensions	Commercial Treatment Company	Treatment Action	Amount Requested

Waterbody Name:					
Amount Requested:					
Approximate Start Date:					
Treatment, Survey/Delineation or Carp Activity Method	Species Requested	Requested Dimensions	Commercial Treatment Company	Treatment Action	Amount Requested

Waterbody Name:					
Amount Requested:					
Approximate Start Date:					
Treatment, Survey/Delineation or Carp Activity Method	Species Requested	Requested Dimensions	Commercial Treatment Company	Treatment Action	Amount Requested

Waterbody Name:					
Amount Requested:					
Approximate Start Date:					
Treatment, Survey/Delineation or Carp Activity Method	Species Requested	Requested Dimensions	Commercial Treatment Company	Treatment Action	Amount Requested

3. PROJECT INFORMATION – MAINTENANCE, EDUCATION AND OUTREACH

Please list individually the amount requesting and treatment information for each lake for which the lake association is requesting grant funding (maintenance of equipment and education and outreach activities). Please use additional sheets if necessary.

Waterbody Name:				
Amount Requested:				
Approximate Start Date:				
Maintenance of Equipment	Maintenance Company	Education and Outreach Activities	Additional Education and Outreach Activities	Amount Requested

4. PROJECT DESCRIPTION

Describe your project. Provide a clear articulation of the project goal(s) and scope of work to be undertaken including identification of major tasks to be accomplished. Please use additional sheets if necessary.

Briefly describe your organization's history of AIS and water quality management. How will the proposed project assist your organization in reaching certain AIS or lake management goals? Please use additional sheets if necessary.

List and describe any required permits or approvals to be obtained prior to project implementation.

Are DNR Aquatic Plant Management Permits required?

Yes (If yes, list DNR Permit number)

No

***Note that required DNR permits must be received before project funding can be finalized.**

Besides the project lead, staff and consultant, please list any community partners, citizen commission members, or others that will be involved in the project and what their role will be. Add additional lines as needed. Please use additional sheets if necessary.

Name

Agency/Position

Role in Project

5. PROJECT COSTS

Project Costs:	
List and describe the objectives that will comprise your project and estimated cost of each objective. Please list the Objective Category and description for each project.	
Objective Categories (Control, Maintenance, Survey/Delineations, Carp Activities, Education/Outreach)	Amount of Treatment Grant Program Request Total
1.	
2.	
3.	
4.	
5.	
Total Project Cost:	
	\$

6. PROJECT REVENUES

Project Revenues:			
Include other grant revenue sources, matching dollars, and in-kind contributions for your project, if any.			
Project Sponsors	Cash Contribution	In-Kind Contribution	Total Project Support
1.			
2.			
3.			
4.			
Total: All Project Sponsors			
Treatment Grant Amount Requested			
Grant Totals	\$	\$	\$

I certify that my answers are true and complete to the best of my knowledge.

Name of Authorized Representative (please print) _____

Authorized Representative Signature: _____ Date: _____

Office Use Only

Overall YTD funding request for this lake/lake association (including this application): \$	
Water Plan Policy Team Recommendations:	
Water Plan Policy Team Recommended:	Date:
Chisago County Board of Commissioners Action:	
Chisago County Board of Commissioners Approved:	Date:

CHISAGO COUNTY
2023 Aquatic Invasive Species Treatment and Education Grant Program for Lake Associations
Sub-Recipient Grant Agreement
(ARPA Funded)

This Grant Agreement (this "Agreement") is entered into by and between Chisago County, Minnesota, ("County"), and the _____ <Insert Name of the Lake Association> _____, a lake association located within the territorial boundaries of the Chisago County on the following recitals, terms and conditions:

Recitals

WHEREAS, the Chisago County Board of Commissioners has authorized and approved the Aquatic Invasive Species Treatment and Education Grant Program ("Grant Program") as a grant reimbursement program for lake associations with a 501(c)3 status within Chisago County to develop and implement aquatic invasive species treatment, education or outreach projects; and

WHEREAS, the County is the recipient of a grant made available under the American Rescue Plan Act ("ARPA") from the United States Treasury; and

WHEREAS, the Chisago County Board of Commissioners has authorized the allocation and distribution of ARPA grant funds in the amount of \$250,000 towards the purpose of the Aquatic Invasive Species Treatment and Education Grant Program, with \$70,000 being allocated to the 2023 grant cycle; and \$70,000 being allocated to the 2024 grant cycle; and

WHEREAS, the Grantee has submitted to the County an application for a grant from the Grant Program, and in reliance on the representations, certifications and warranties made by the Grantee herein and in said application, the Chisago County Water Plan Policy Team has make a recommendation to award the Grantee a grant in ARPA funds in the amount of \$_____ for the purposes of implementing Aquatic Invasive Species Treatment, Education or Outreach projects on the terms and conditions stated herein;

WHEREAS, the Grantee is willing to accept the grant award and enter into this Grant Agreement and, thereby, become a sub-recipient of the ARPA Grant, on the terms and conditions stated herein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties agree and bind themselves as follows:

Terms and Conditions

1. EFFECTIVE DATE AND TERM

This Agreement shall commence when last executed by all parties and remain in effect no later than December 31, 2023, unless terminated by the COUNTY in writing. Notwithstanding the effective date of this Agreement, Grantee may seek reimbursement of those costs incurred no earlier than April 6, 2023 and no later than December 31, 2023 that are incurred toward the implementation of Aquatic Invasive Species Treatment, Education or Outreach projects which are awarded a grant for the under the 2023 grant program year.



2. COMPLETE AGREEMENT

The complete Agreement of the County and Grantee consist of those terms, conditions set forth herein and those contained in the grant announcement document, attached hereto as Exhibit 1. Additionally, the completed grant application and supporting documentation submitted by Grantee is made part of this Agreement and the same is attached hereto as Exhibit 2.

3. REPORTING REQUIREMENTS TO ENSURE COMPLIANCE WITH ARPA

In order to ensure compliance with the existing ARPA guidelines set forth by the US TREASURY – while also ensuring that all expenditures within the scope of this Agreement adhere to future guidelines that may be established by the US TREASURY during the term of this Agreement – the GRANTEE, when requesting ARPA funds for eligible ARPA expenditures, shall provide to the COUNTY a comprehensive and detailed list of all such expenditures on an itemized invoice, and shall also provide any documentation to support such expenditures. Said invoice must include a statement, signed by the GRANTEE, indicating that all expenditures therein comport with the guidelines of the ARPA as set forth by the US TREASURY. No reimbursement requests may be submitted to the COUNTY after December 31, 2023.

4. TIMELINE REGARDING THE DISSEMINATION OF FUNDS TO RECIPIENT

The COUNTY shall disseminate funds within twenty (20) days of receipt of Grantee's invoice. The dissemination of ARPA funds shall only occur after the COUNTY reviews the GRANTEE's application to ensure that all expenditure requests qualify for reimbursement in accordance with all published federal, state, and local guidance regarding the use of ARPA funds as specified in the ARPA. All payments from the COUNTY to the GRANTEE are further subject to all applicable federal, state, and local laws regarding the governance of SLFRF funds within the ARPA.

5. EVOLUTION OF ARPA GUIDANCE FROM THE US TREASURY

The COUNTY may request additional information from the GRANTEE, as needed, to meet any additional guidelines regarding the use of ARPA funds that may be established by the US TREASURY during the scope of this Agreement.

6. TERMINATION

The COUNTY may terminate this Agreement, for convenience or otherwise and for no consideration or damages, upon prior notice to the GRANTEE.

7. INDEPENDENT CONTRACTOR

Each party under the Agreement shall be for all purposes an independent Contractor. Nothing contained herein will be deemed to create an association, a partnership, a joint venture, or a relationship of principal and agent, or employer and employee between the parties. The GRANTEE shall not be, or be deemed to be, or act or purport to act, as an employee, agent, or representative of the COUNTY for any purpose.

8. HOLD HARMLESS AND INDEMNIFICATION

The GRANTEE agrees to defend, indemnify, and hold the COUNTY, its officers, officials, employees, agents, and volunteers harmless from and against any and all claims, injuries, damages, losses or expenses, including without limitation personal injury, bodily injury, sickness, disease, or death, or damage to or destruction of property, which are alleged or proven to be caused in whole or in part by an act or omission of the GRANTEE, its officers, directors,



employees, and/or agents relating to the GRANTEE's performance or failure to perform under this Agreement. This section shall survive the expiration or termination of this Agreement.

9. COMPLIANCE WITH LAWS AND GUIDELINES

The GRANTEE shall comply with all federal, state, and local laws and all requirements and published guidance set forth regarding the usage of any and all monies appropriated under the ARPA.

10. MAINTENANCE AND AUDIT OF RECORDS

The GRANTEE shall maintain records, books, documents, and other materials relevant to its performance under this Agreement. These records shall be subject to inspection, review, and audit by the COUNTY or its designees, the SAO, and the US TREASURY for six (6) years following completion or termination of this Agreement. If it is determined during the course of the audit that the RECIPIENT was reimbursed for unallowable costs under this Agreement or any, the GRANTEE agrees to promptly reimburse the COUNTY for such payments upon request.

11. NOTICES

Any notices desired or required to be given hereunder shall be in writing, and shall be deemed received three (3) days after deposit with the US Postal Service (postage fully prepaid, certified mail, return receipt requested), and addressed to the party to which it is intended at its last known address, or to such person or address as either party shall designate to the other from time to time in writing forwarded in like manner:

GRANTEE

COUNTY

Chisago County Environmental Services Department
Attn: Susanna Wilson Witowski, Water Resources Manager
313 N. Main Street, Suite 240
Center City, MN 55012
651-213-8380
Susanna.Wilson@chisagocountymn.gov

12. IMPROPER INFLUENCE

Each party warrants that it did not and will not employ, retain, or contract with any person or entity on a contingent compensation basis for the purpose of seeking, obtaining, maintaining, or extending this Agreement. Each party agrees, warrants, and represents that no gratuity whatsoever has been or will be offered or conferred with a view towards obtaining, maintaining, or extending this Agreement.



13. CONFLICT OF INTEREST

The elected and appointed officials and employees of the parties shall not have any personal interest, direct or indirect, which gives rise to a conflict of interest.

14. TIME

Time is of the essence in this Agreement.

15. SURVIVAL

The provisions of this Agreement that by their sense and purpose should survive expiration or termination of the Agreement shall so survive. Those provisions include without limitation Indemnification and Maintenance and Audit of Records.

16. AMENDMENT

No amendment or modification to the Agreement shall be effective without prior written consent of the authorized representatives of the parties.

17. GOVERNING LAW; VENUE

The Agreement shall be governed in all respects by the laws of the State of Minnesota, both as to interpretation and performance, without regard to conflicts of law or choice of law provisions. Any action arising out of or in conjunction with the Agreement may be instituted and maintained only in a court of competent jurisdiction in Chisago County, Minnesota.

18. NON-WAIVER

No failure on the part of the COUNTY to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise by the COUNTY of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedy available to the COUNTY at law or in equity.

19. BINDING EFFECT

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors.

20. ASSIGNMENT

The GRANTEE shall not assign or transfer any of its interests in or obligations under this Agreement without the prior written consent of the COUNTY.

21. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the COUNTY and the GRANTEE for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the parties with respect to this Agreement.

22. NO THIRD-PARTY BENEFICIARIES

Nothing herein shall or be deemed to create or confer any right, action, or benefit in, to, or on the part of any person or entity that is not a party to this Agreement. This provision shall not limit any obligation which either party has to the US TREASURY in connection with the use of



ARPA funds, including the obligations to provide access to records and cooperate with audits as provided in this Agreement.

23. CIVIL RIGHTS COMPLIANCE

Recipients of Federal financial assistance from the US TREASURY are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the US TREASURY do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department implementing regulations at 31 CFR part 23.

24. SEVERABILITY

In the event that one or more provisions of this Agreement shall be determined to be invalid by any court of competent jurisdiction or agency having jurisdiction thereof, the remainder of the Agreement shall remain in full force and effect and the invalid provisions shall be deemed deleted.

25. COUNTERPARTS

This Agreement may be executed in on or more counterparts, any of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

26. AUTHORIZATION

Each party signing below warrants to the other party, that they have the full power and authority to execute this Agreement on behalf of the party for whom they sign.

(Signatures Found on Next Page)



IN WITNESS WHEREOF, this Agreement is executed and shall become effective as of the last date signed below: Dated this _____ day of _____, 2023.

Signatures:

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed intending to be bound thereby.

For the County:

By: _____ Dated: _____
Ben Montkza, Chairperson

Attest:

By: _____ Dated: _____
Christina Vollrath, Clerk of the Board

Approved as to Form:

JANET REITER
CHISAGO COUNTY ATTORNEY

By: Pending Review Dated: _____
Jeffrey B. Fuge,
Chisago County Assistant County Attorney

For GRANTEE:

GRANTEE certifies that the appropriate person(s) have executed the Agreement on behalf of GRANTEE as required by applicable articles, by-laws, resolutions, or ordinances. GRANTEE further certifies and represents that the contents of the Application and all supporting documentation are true and correct to the best of the GRANTEE's knowledge and understanding and that GRANTEE is duly authorized to receive said grant consistent with state and federal law, applicable regulations and program guidelines as described in this Grant Agreement and referenced herein

By: _____ Dated: _____

Printed Name: _____

Title: _____



Chisago County Request For Board Action

Meeting Date: March 1, 2023	Item Number:		
<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;">Title of Item for Consideration:</td> <td style="border: none;">Authorization to Submit a Request for the MPCA Replacing Failing Septic Systems to Protect Groundwater Grant</td> </tr> </table>		Title of Item for Consideration:	Authorization to Submit a Request for the MPCA Replacing Failing Septic Systems to Protect Groundwater Grant
Title of Item for Consideration:	Authorization to Submit a Request for the MPCA Replacing Failing Septic Systems to Protect Groundwater Grant		
Action Requested by: Kurt Schneider, Director	Department: Environmental Services/Zoning		
Previous Action on this Matter: None			
Background: The Minnesota Pollution Control Agency (MPCA) recently launched the <i>Replacing Failing Septic Systems to Protect Groundwater Request for Proposals (RFP)</i> to distribute grants to county Subsurface Sewage Treatment System (SSTS) programs. In total, \$2,000,000 in funding is available to counties for grants to low-income landowners to address septic systems that pose an imminent threat to public health or safety (ITPHS) or are failing to protect groundwater (FTPGW). Counties that receive the grants will locate low-income landowners with septic systems that are considered ITPHS or FTPGW (Minn. R. 7080.1500 subp. 4) and distribute fix-up grants. The project is funded via Minnesota Session Laws 2022, Chp. 94, Sec. 2, Subd. 10h. The maximum and minimum individual county grant award amounts are \$750,000 and \$100,000, respectively. No match is required. Grant funding for eligible costs will be paid upon completion of individual SSTS installations with approved invoices. Final payments must be made by June 30, 2025, and invoices will be due no later than May 31, 2025. The grant application deadline is Tuesday, March 7, 2023. Chisago County ESD Water Resources and Sanitarian staff are seeking authorization to submit a grant application request for the <i>MPCA Replacing Failing Septic Systems to Protect Groundwater Grant</i>. As no match is required, staff requests no additional levy dollars to match the grant to assist in funding and enhancing the current county SSTS programming. A successful grant application will serve to supplement current ongoing SSTS and water quality programming. Added background in these program areas includes: • In addition to septic compliance and enforcement inspections, Chisago County implements point of sale inspections for new or existing system installation, and septic loans and grants. Chisago County has received funding since 2013 to implement the SSTS Program from the Minnesota Board of Water and Soil Resources through the Natural Resources Block Grant program to improve water quality by providing funds to real property owners to upgrade SSTS which have been determined to be ITPHS or FTPGW. Since 2013, Chisago County has received eleven grants and assisted 69 homeowners in the county to upgrade SSTS totaling \$298,247 dollars. • Providing grants to low-income homeowners in Chisago County through the MPCA RFP will further allow the County to implement the goals related to SSTS in the Lower St. Croix Comprehensive Watershed Management Plan (LSC CWMP – “1W1P”) and Chisago County			

Local Priorities Appendix D.

- The reduction of contamination from SSTS is identified as a goal for the LSC CWMP “1W1P” Groundwater resource area, as groundwater quality is impacted by land use and contamination in the LSC. Addressing non-compliant SSTS that pose a threat to lakes is also a goal for the Lakes resource area, as lake water quality is degraded, threatened, or in need of protection in the LSC.

Staff recommends requesting \$250,000 in grant funding to provide up to 12 grants to low-income landowners and properties that are ITPHS and FTPGW through the MPCA Replacing Failing Septic Systems to Protect Groundwater grants. County staff estimates it will cost an average of \$20,000 to fix/upgrade each low-income property. To further the potential for grant request success, the county staff will prioritize properties that contain SSTS located in census tract 1102.01, located in the northeast corner of Chisago County. Census tract 1102.01 is identified as an Environmental Justice, People in poverty area of concern on the MPCA Understanding environmental justice in Minnesota website. Staff will promote the program by notifying county townships and cities about the grants available and posting information on the county website and through county social media posts.

Attachment(s):

MPCA Replacing Failing Septic Systems to Protect Groundwater Request for Proposals

MPCA Replacing Failing Septic Systems to Protect Groundwater Sample Grant Agreement

MPCA Replacing Failing Septic Systems to Protect Groundwater Grant Draft Application *

Chisago County Census Tract 1102.01

Actions Requested/Recommended: It is respectfully requested that the Chisago County Board affirmatively consider authorizing completion and submittal of MPCA Replacing Failing Septic Systems to Protect Groundwater Grant Application. The suggested motion to approve this action is as follows:

“Move to Authorize Chisago County staff to finalize and submit a \$250,000 MPCA Replacing Failing Septic Systems to Protect Groundwater Grant application as presented at tonight’s meeting:”

Implications of Action: Recommended Board action would authorize Chisago County to apply for additional State Grant funding to implement and enhance existing countywide SSTS grant and loan programming. If this grant application is successful, State Grant Contract(s) and funding award acceptance actions are anticipated.

Budget/Financial Implications: Staff requests no additional levy dollars, and no match is required for the requested grant application authorization(s). Water Resources and SSTS staffing support will provide in-kind administration and support to a successful grant application request.

Legal/Policy Implications: The proposed activity is in conformity with applicable state statutes and County authority and policies.

Administrator’s Recommendation

Approve _____	Deny _____	Other _____	
Motion By:		Seconded by:	
To:			
Action on Motion:	Aye _____	Nay _____	Abstain _____

EXT XFO.0063 - AIS Detectors Core Course

Description

The AIS Detectors Core Course is an introduction to aquatic invasive species (AIS) science, identification, and surveillance. You will learn how to identify and report invasive species, best practices for preventing the spread of AIS, relevant rules and regulations, and how to search for AIS on your own.

This course consists of two portions: a self-paced online course and a live workshop with the instructors. The self-paced online course takes approximately 8 hours to complete, followed by either a one day in-person workshop or two 3-hour virtual workshops. The self-paced online course will open on Monday, April 3rd 2023. You will select which workshop(s) you will be attending during registration. The workshop options are:

-Minneapolis - May 5th; 9am-5pm

-Wayzata - May 12th: 9am-5pm

-Park Rapids - June 2nd: 9:30am-5:30pm

-All Virtual: May 16th AND May 17th: 1-4pm

The self-paced online content must be completed prior to the start of the live workshops. You must complete both workshop sessions in order to receive credit for the course and become a Certified AIS Detector. The course has two tracks: Community Member and Professional. The Community Member track is for those who are planning to volunteer as AIS Detectors and/or who are not conducting AIS activities professionally. The Professional track is for those who wish to increase their knowledge base for work-related activities. Please select the appropriate track when you register, as they involve some differences in course content. Note that the Professional track is only available for the Park Rapids and All Virtual workshops this year.

Your registration fee includes unlimited access to the self-paced online course, access to the live workshop(s) of your choosing, a copy of the new edition of our AIS identification field guide, and networking opportunities with other AIS Detectors and experts. Registration for the Minneapolis and Wayzata options are available at no cost to you this year thanks to a sponsorship from Hennepin County Environment & Energy. If the registration fee for the other workshops presents a barrier to your ability to participate in the AIS Detectors Core Course as a Community Member, please visit our scholarship page to learn more about scholarship opportunities.

To learn more about the program, review FAQs, and find scholarship opportunities visit www.aisdetectors.org.

To register for the course, click a green "Available" button on the right side of your screen to expand the section details. Verify that you are viewing the section with the workshop dates and track (Community Member or Professional, where applicable) that you are interested in. Only the first date of the workshop session pair appears in the tan box for the All Virtual option. Please confirm both dates for the virtual workshop sessions once you expand that section to view additional details. Then, click the "Add to Cart" button to register for that combination of track and live workshop dates.

You will need a tablet, laptop or desktop computer, or smart phone with a good internet connection to access all course materials. The experience will be best on a larger screen, so a laptop or desktop computer are strongly recommended. If you are registering for an All Virtual option, you will need to have a working microphone and camera to connect to the live workshops. Technical skills required for the All Virtual option include: ability to access Zoom (including breakout rooms), ability to create a University guest account and access Canvas online course, ability to mute and unmute yourself in Zoom meetings, ability to watch videos, and ability to open and view multiple windows simultaneously. We will offer a Tech Check before workshops begin to make sure that you are ready to learn on the day of your first virtual workshop.

Course Contact

Megan Weber, 763-767-3874, mmweber@umn.edu

Registration questions

Extension Registration, ext-reg@umn.edu

If you experience difficulties logging in

Contact the University of Minnesota IT Help Line at 612-301-4357. Please mention you are using a guest account.

EXT XFO.0063 - Minneapolis

Apr 03. 2023

Available

Section Title: AIS Detectors Core Course Minneapolis

Section Schedule: Apr 03, 2023 to May 05, 2023

Type: Online, self paced

EMWREP – Chisago County and Chisago LID 2022

- **Volunteer engagement**

- **Adopt a Drain:** 59 drains adopted in Chisago County. 219 pounds of debris collected by volunteers. 13 volunteer hours contributed.
 - Provided stock newsletter text to relevant Chisago communities promoting the new Adopt a Drain membership
- **East Metro Lakes e-newsletter:** delivered semi-monthly to 165 lake association liaisons, representing 35+ lakes in Chisago, Isanti, Anoka, Ramsey and Washington Counties.

- **Workshops, events and other education activities in Chisago County**

- May 1 – Attended the Green Lake Association meeting in Chisago City
- June 9 – Attended Center Lakes Association meeting in Chisago City
- June 10 – Chisago-Lindstrom Lake Association meeting in Chisago City
- July 6 - Chisago Lakes Appreciation Night at Lion's Park in Lindstrom
- Sept 18 - Nature Party at Allemansratt Park in Lindstrom
- Sept. 22 - Chisago County Children's Water Festival – Barbara Heitkamp taught groundwater education lessons

- **Banners/Tabletop Displays**

- Purchased and provided Adopt-a-Drain, Planting for Pollinators, Lawn Care, and AIS table-top banners for all Chisago partners to use

- **Media**

- Barbara Heitkamp created the Knickpoints blog <https://knickpoints.blog>, which shares stories of transition and change in the Lower St. Croix watershed.
- Barbara also created dozens of pieces of new social media content that was shared in Chisago County. Content can be accessed [here](#). Password: CleanH2Oforall!
- Blog/newspaper posts:
 - [The Salty Doldrums of Minnesota Winter](#): Feb 15, 2022
“February starts to tease at spring, but also showcases the extent to which we’ve relied on salt to get us through the winter.”
 - [Challenging the standards of ‘beauty’ for our landscapes](#): March 29, 2022
“How can we adjust people’s expectations so they are more in line with an appreciation of the function of a landscape versus just how it looks?”
 - [Is it a wetland? That is the question](#): April 19, 2022
“It is in your best interest to make sure that you’re not going to impact a wetland or you might be subject to costly and time-consuming enforcement and restoration actions. In the end, it’s best to reach out to your local WCA regulatory authority to help you.”
 - [Saving our water one storm drain at a time](#): May 10, 2022 (also featured in Chisago County Press)
“If you live in an area with storm drains and have been wondering if there’s a way to fit a small but measurable feat of conservation into your busy life, Adopt-a-Drain is great way to go.”
 - [This summer, find your moment of water zen](#) – July 12th, 2022
Sometimes you just recognize that in that moment, everything feels right and you feel humbled and energized by the experience.

- [Volunteer to protect Minnesota lakes from aquatic invasive species](#) - July 14, 2022
 “During Starry Trek, scheduled this year for Aug. 20, volunteers gather at training sites to learn how to identify starry stonewort and then head out to local water accesses to search for signs of the invasive species.”
- [Landowners are abuzz with helping pollinators](#): August 16th, 2022
 “As Tara Iyer reaches down to pull a weed from her lakeshore garden along Green Lake in Chisago County, a swallowtail butterfly alights on a nearby flower blossom. A gust of wind sends the blossom with its passenger fluttering gently up and down.”
- [They say the grass is always greener...but should it be?](#) – July 26, 2022
 I hear friends complain about the cost or the time it takes to care for and maintain their lawns, and I just want to be like “Then WHY have so much lawn?”
- [Chisago City residents sweep the streets for cleaner water](#) – Nov. 1, 2022 (also featured in Chisago County Press)
 “Meet the self-proclaimed “Walky-Talkys,” who aside from meeting six days a week to walk and chat with their neighbors, have also adopted 17 storm drains through the statewide Adopt-a-Drain program.”
- [Sweeping streets and clearing drains for a cleaner St. Croix River](#) Dec. 1, 2022
 “This winter, the Lower St. Croix Watershed Partnership will allocate \$40,000 in state funding to help 16 local communities develop targeted, enhanced street sweeping programs in order to reduce stormwater runoff pollution to the St. Croix River and its tributary lakes and streams.”
- [Envisioning a less salty future](#) – Dec. 13, 2022
 “Have you ever seen the intricate dance of a convoy of snow plows?”
- Videos:
 - [North and South Center Lakes de-listing](#) and engagement with local officials
- Education for local officials
 - **Workshops on the Water – July 20:** EMWREP collaborated with Wild Rivers Conservancy, Minnesota and Wisconsin DNR, National Park Service, and Wisconsin counties to host a St. Croix River Workshop on the Water. 100 people attended.
 - **Workshop at the Winery – Aug. 24:** EMWREP staff also provided support for a Workshop at the Winery in Chisago County, organized by the Lower St. Croix Watershed Partnership. 40 people attended.
 - **Planning for new development:** In the late fall, EMWREP staff developed the outline for a short animated video that can be shared with community leaders to introduce concepts related to conservation development. In 2023, we hope to work with videographer Jill Zimmerman to produce the video.



(/youthsummit/site/)



2023 St. Croix Youth Summit

 April 20, 2023 - April 21, 2023

Co-Hosted by:



(<https://wildriversconservancy.org/>)



(<https://www.nps.gov/sacn/index.htm>)



Welcome to the 2023 St. Croix Youth Summit!

(/youthsummit/site/)

Our theme this year is **Your Resilient Watershed - Nurturing a Changing World**. We will focus on the effects of climate change in our watershed and how we can come together as a community to help! This year, students have the opportunity to learn about:

- Local renewable energy efforts and their global effects.
- Weaving indigenous science and culture with "western" academic sciences to create climate literacy.
- The parallels between the lives of trees and humans.
- Ways climate change affects the spread of invasive species and what conservationists are doing to help.
- How to get involved with Climate Justice as a youth activist.
- How native plants affect the world around them.
- Native animals that live in our watershed.
- And more!

April 21: Community Day Activities

After participating in the Virtual St. Croix Youth Summit on Thursday, April 21st, we invite your school to join us in a community based project. We have 3 different ways to engage:

Project 1: Get your students involved in a tree planting project! We have access to native tree saplings that we can deliver to you. Get your class, school, or community involved!

Project 2: Create seed balls in your classroom with recycled paper and donated native seeds. You can spread them across your community or in your schoolyard!

Project 3: Combine forces with Cedar Creek Ecosystem Science Reserve's research project Eyes on the Wild (<https://www.zooniverse.org/projects/forestis/cedar-creek-eyes-on-the-wild>). All you need is a computer and the internet to have a direct hand in studies about how predators structure ecological communities and ecosystems!