



Aquatic Invasive Species Prevention and Management Plan

11/4/2017

Prepared by Planning & Water Management

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Introduction

AIS in Minnesota

Aquatic invasive species (AIS) are non-native plants, animals, or pathogens that, when introduced into new habitats, negatively affect aquatic ecosystems. Not only do they disrupt the health of waterbodies, but also pose a myriad of threats to natural, cultural, industrial, and recreational resources and are one of the main causes of biodiversity loss. AIS often thrive in their new environment and out-compete native species. The consequences of an AIS infestation can be dire and can include: a reduction of native species such as aquatic plants, invertebrates, and game fish; damage to watercraft engines and water related equipment; an increase in operating costs of power plants, water plants, dam maintenance, and industrial processes. They decrease property values and can also pose a threat to public health.

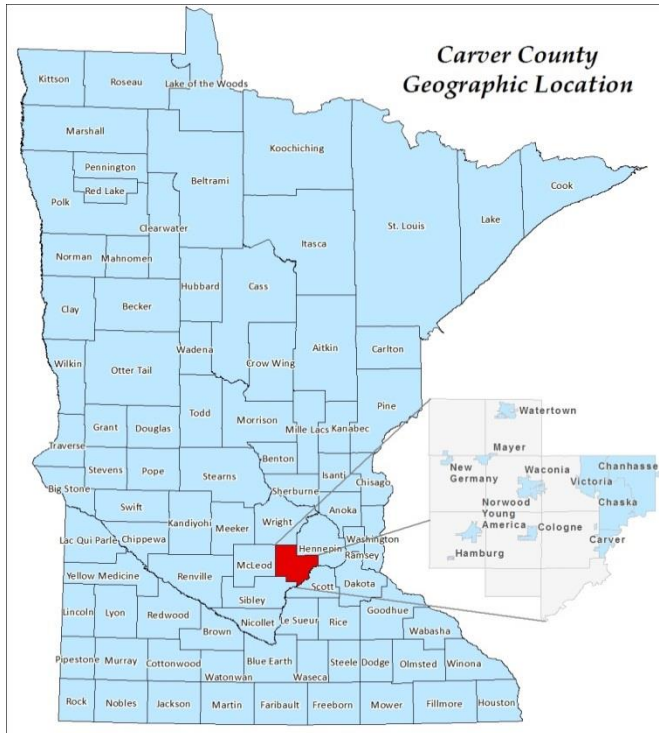
Minnesota's waterways have experienced a number of these aquatic invaders and are threatened by more in nearby regions. Many AIS were originally introduced to the great lakes area by ballast water discharges from over sea commercial vessels, and by the aquarium trade. AIS have continued to spread from human activities, specifically water related activities such as fishing, hunting, and water recreation here in the land of 10,000 lakes. Some common AIS that have made their way to Minnesota include: zebra mussels (*Dreissena polymorpha*), Eurasian watermilfoil (*Myriophyllum spicatum*), curly-leaf pondweed, (*Potamogeton crispus*), several species of carp (*Cyprinidae*), and more recently starry stonewort (*Nitellopsis obtusa*). We are also on the lookout for other species not yet in the state where arrival is likely imminent and of high impact such as hydrilla (*Hydrilla verticillata*) and quagga mussels (*Dreissena rostriformis*).

Minnesota is taking steps to ensure our water resources will be enjoyed by future generations by committing to AIS prevention efforts. The 2014 Legislative Session enacted Law Chapter 308 to provide Minnesota Counties with [Aquatic Invasive Species Aid](#). Under the program, Counties are tasked with aiding in the prevention of aquatic invasive species through activities that “may include but are not limited to, site-level management, countywide awareness, and other procedures that the county finds necessary to achieve compliance.” The state administered \$4,500,000 for the year of 2014, and \$10,000,000 in 2015 and each year thereafter if statute remains unchanged. The amount designated to each county is based on the number of public water accesses as well as the number of watercraft trailer parking spaces within the county. Carver County received \$59,671 in 2014 and \$132,000 in both 2015 and 2016, and \$126,006 in 2017. County efforts will be in addition to work conducted by the MN Department of Natural Resources. It is the hope of this legislation that with federal, state, and local support, Minnesota can reduce the spread of aquatic invasive species and their detrimental effects on our lakes and rivers.

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County Background Information

Located just southwest of the Twin Cities, Carver County encompasses eleven cities, ten townships, and is home to 98,741 people. The city of Chaska, situated in the western part of Carver County is the County seat. The County shares its borders with Wright County to the north, Hennepin County to the east, Scott and Sibley Counties to the south, and McLeod County to the west.



According to state records, Carver County has 76 named lakes, 29 public water accesses, and 279 public trailer parking spots. A small portion of Lake Minnetonka is on the Carver/Hennepin border and is managed by Hennepin County.

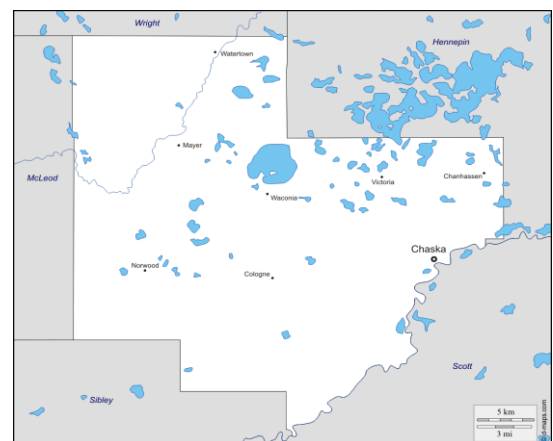
County AIS Prevention History

The Carver County AIS program got its start in 2011, shortly after state legislation allowed the MN DNR to share its watercraft inspection authority with the Counties. Members of the Lake Minnewashta Preservation Association (LMPA) reached out to the County Parks Department, who owns and operates the Lake Minnewashta public water access, and expressed their concern of AIS spreading to the lake. This put the wheels in motion for

launching a watercraft inspection program. In 2012, with support from partnerships with the Minnehaha Creek Watershed District (MCWD) and Friends of Lake Bavaria, the County was able to provide watercraft inspection services at public water accesses on 5 lakes including; Waconia, Hydes, Rietz, Bavaria, and Minnewashta.

In 2013, the partnership with MCWD allowed the addition of 4 more lakes: Virginia, Pierson, Wasserman, and Parley.

In addition, a grant from the MN DNR allowed the County to add Eagle Lake making a total of 10 lakes that received inspection services. The 2014 inspection program was similar with the exception that Lake Virginia no longer received services. Unfortunately, this was the year that zebra mussels were found at Lake Virginia and Lake Waconia. The program expanded in 2015 to include 12 lakes and 2 Minnesota River accesses. The City of Chanhassen partnered with the County to add 3 new lakes to the inspection program: Lotus, Ann, and Susan, and the MCWD partnership was still in place. With help from state funds and grants, the county also added its own decontamination service to the AIS program that was stationed at the public water access at Lake Waconia.



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The County continued to partner with MCWD and City of Chanhassen in 2016 and 2017. The inspection program remained mostly unchanged with the exception of the Minnesota River Accesses no longer receiving inspections because of very low use and Parley Lake because of a funding shortfall. Decontamination services were provided again at Lake Waconia for the entire boating season.

Current Status of County Waters

As of September 2016 the following waters in Carver County were listed as infested with AIS by the MN DNR (Table 1). Zebra mussels were found in Lake Waconia and Lake Virginia in 2014, in Lake Minnewashta in 2016, and Burandt Lake in 2017. After the discovery of zebra mussels in Lake Minnewashta, County Water Management and Minnehaha Creek Watershed District (MCWD) staff, along with support from Lake Minnewashta Preservation Association (LMPA), led a rapid response effort to control and eradicate the infestation. Thanks to MCWD’s aggressive early detection program, the zebra mussel infestation was found early enough for feasible treatment options. A 29 acre portion of the lake known as “Little Minnie” was treated with a copper product EarthtecQZ and initial results indicated the treatment was effective. Subsequent monitoring of the rest of the lake over the next few years will be necessary to confirm whether zebra mussels are present in other areas of the waterbody. Staff from Carver County, MN DNR and MCWD will continue to closely monitor for zebra mussels as part of the DNR’s requirement to make annual monitoring reports for the next three years.

Waterbody	County	AIS	Year Listed
Ann	Carver	Eurasian watermilfoil	1995
Ann	Carver	brittle naiad	2017
Auburn	Carver	Eurasian watermilfoil	1995
Bavaria	Carver	Eurasian watermilfoil	1995
Burandt	Carver	Eurasian watermilfoil	2004
Burandt	Carver	zebra mussel	2017
Courthouse	Carver	Eurasian watermilfoil	2016
Eagle	Carver	Eurasian watermilfoil	2001
Firemen’s	Carver	Eurasian watermilfoil	1997
Hydes	Carver	Eurasian watermilfoil	2014
Jonathan (Upper Lake Grace)	Carver	Eurasian watermilfoil	2016
Kelser's Pond	Carver	Eurasian watermilfoil	2009
Lotus	Carver	Eurasian watermilfoil	1995
Lotus	Carver	brittle naiad	2017
Lucy	Carver	Eurasian watermilfoil	2007
Minnewashta	Carver	Eurasian watermilfoil	1995
Minnewashta	Carver	zebra mussel	2016
Parley	Carver	Eurasian watermilfoil	2001
Pierson	Carver	Eurasian watermilfoil	1995
Reitz	Carver	Eurasian watermilfoil	2008

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Riley	Carver	Eurasian watermilfoil	1995
Schutz	Carver	Eurasian watermilfoil	1995
Steiger	Carver	Eurasian watermilfoil	2002
Stone	Carver	Eurasian watermilfoil	1995
Susan	Carver	Eurasian watermilfoil	2005
Swede	Carver	Eurasian watermilfoil	2008
Unnamed (Grace)	Carver	Eurasian watermilfoil	2016
Virginia	Carver	Eurasian watermilfoil	1995
Virginia	Carver	zebra mussel	2014
Waconia	Carver	Eurasian watermilfoil	1995
Waconia	Carver	zebra mussel	2014
Wasserman	Carver	Eurasian watermilfoil	2001
Zumbra	Carver	Eurasian watermilfoil	1995

Table 1. List of Carver County Infested Waters **Waterbodies infested with curly-leaf pondweed, common carp, and purple loosestrife not included.*

Nearby Threats

Carver County has a number of lakes that are currently infested with Eurasian watermilfoil and four that are infested with zebra mussels. There is a risk of further spread from these lakes within the county and also the risk of introductions from outside infested lakes. There are over 20 waterbodies in neighboring Hennepin County that are infested with zebra mussels, including the massive and extremely popular Lake Minnetonka. A small portion of Lake Minnetonka actually crosses over the Carver County border and is very close in proximity to a large number of Carver County lakes. Prior Lake in neighboring Scott County is another popular zebra mussel infested lake that could potentially be a source of AIS introduction. Recent findings of starry stonewort in Stearns and Wright Counties are also a cause for alert. We know that outdoor enthusiasts and recreational users travel all over the state, so being mindful of which infested lakes they might be traveling to and from can help with prevention efforts.

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AIS Plan Objective

The purpose of this plan is to present the ongoing efforts that Carver County undertakes to help prevent the spread of harmful AIS within Minnesota and is not intended to be an exhaustive discussion of AIS strategies. Because AIS prevention is a relatively new field to water resource management and is continuously changing and developing, the County will take an adaptive approach that involves learning from experiences and outcomes and adjusting strategies as they become better understood. Due to uncertainties of long term AIS funding, County Water Management staff will review this plan on a yearly basis; at that time, amendments will be made and priorities identified.

Strategies

Promote Collaboration

The threat of AIS is a complex and wide-spread issue that requires collaboration over County, State, and regional borders. The US Forest Service, US Fish & Wildlife, Army Corp of Engineers, National Park Service, Natural Resource Departments, County and tribal resource managers, local watershed districts, lake associations, sportsmen clubs, non-profits and engaged citizens all play a crucial role. Having diverse cooperative partnerships in place can strengthen a program's effectiveness by increasing the knowledge base, creating consistency, and sharing resources and ideas.

To help strengthen and develop the Carver County AIS program, the Water Management Organization (WMO) partners with other Counties, watershed districts, and/or jurisdictions whose water bodies connect to the County's to develop a regional approach to AIS prevention.

✦ Minnehaha Creek Watershed District (MCWD)

The MCWD partnership helps provide watercraft inspections at three lakes in the Carver County AIS Inspection Program. The Watershed District has provided AIS grants to Carver County since 2012. One of the grants is a cost-share agreement that covers 50% of inspection costs for Lake Minnewashta and the second grant agreement provides funds for roving inspection services on Lake Pierson, and Wasserman. County Water Management staff have a close and productive relationship with MCWD and have worked together in a variety of AIS prevention endeavors including early detection monitoring and rapid response efforts.

✦ City of Chanhassen – Riley Purgatory Bluff Creek Watershed District (RPBCWD) – Lotus Lake Conservation Alliance (LLCA)

A cooperative agreement with the City of Chanhassen helps provide watercraft inspections at three Chanhassen lakes, Lotus, Susan, and Ann. The City, RPBCWD, and Lotus Lake Conservation Alliance all provide funds for inspection services.

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✦ Lake Minnewashta Preservation Association (LMPA)

The LMPA contributed to the inception of the Carver County AIS Inspection Program. The group has been active and involved in Local AIS prevention efforts and contributed significantly to a rapid response effort when zebra mussels were found on Lake Minnewashta and also contribute funds for watercraft inspections.

✦ MN Department of Natural Resources (MN DNR)

Carver County partners with the MN DNR in a number of ways. The DNR requires that counties interested in implementing AIS prevention programs that include watercraft inspections enter into a delegation agreement. The MN DNR provides training, testing, and authorizations to inspectors working for the County. They also provide protocols for inspection and decontamination procedures and are available for technical advice as needed. The County is responsible for hiring and supervising watercraft inspectors and making sure they complete the required training and certification. County Water Management staff work closely with DNR AIS specialists and coordinators when creating and implementing the County AIS plan. We join forces frequently to ensure a consistent inspection program and communicate effectively with DNR enforcement officers.

The DNR also facilitates regional workshops to bring together local government staff to share and learn from collective experiences, support collaborative efforts, and maintain strong inter-county relationships.

✦ Neighboring Jurisdictions

Carver County WMO staff has professional relationships with a number of resource managers from nearby counties and watershed districts, as well as AIS managers throughout the state. Through these relationships, we are able to keep up with the rapidly changing and growing world of AIS prevention. We learn what other counties are doing with their prevention aid funds, about new and innovative ideas for AIS grants, and what is happening in cutting edge AIS research.

COUNTY AIS PLAN ACTION (Promote Collaboration)	HOW ACTION SUPPORTS AIS PREVENTION
Develop and maintain contacts with other local organizations, businesses, and government entities.	The participation of local partners is necessary for a county’s AIS prevention plan to be effective.
Facilitate the establishment of local organizations to create partners in implementing the county’s AIS prevention plan.	Additional partnerships among local organizations (such as Lake Associations) can increase the county’s capacity to implement its AIS prevention plan.
Assist with funding local outreach and monitoring efforts by entities other than the county.	Overall AIS prevention efforts can be strengthened by supporting the capacity of local organizations to conduct AIS outreach and monitoring activities.
Seek additional funds to implement unfunded actions in county prevention plan.	The effectiveness of AIS prevention can be limited by inadequate financial resources.

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Have Rapid Response Plans in place with partners/stakeholders.	If new infestations are discovered, having a rapid response plan in place can increase the probability of successful treatment options.
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Education and Public Outreach

One of the key elements of AIS prevention is increasing public awareness. It is important that the public has an understanding of the problems and impacts associated with aquatic invasive species and what they can do to help stop the spread. Effectively reaching people whose actions may have consequences on our natural environment, even in the “digital age,” can be an arduous task. It is crucial that AIS managers spread a consistent message and design education programs that communicate effective behavioral change strategies to the proper audiences. Several agencies and conservation groups have created national public awareness campaigns such as the Stop Aquatic Hitchhikers campaign, Habitattitude, and 100th Meridian and have promoted catch phrases like Clean Drain Dry, and Clean Boats Clean Waters. Carver County wants to help convey these messages and also develop its own credo to deliver a clear and consistent message to its local audience.

The goal of the AIS Education and Outreach program will be to develop a diverse set of tools to use for public awareness where the same messages are ingrained in every aspect of the County AIS Plan. Activities associated with this plan include but are not limited to; development of educational curricula for events at schools and youth groups, collaboration with other outreach campaigns such as Stop Aquatic Hitchhikers and Minnesota Sea Grant, installation of AIS signs at public water accesses within the county, and distribution of promotional material and tailored messages to specific audiences regarding steps to take to prevent the spread of AIS.

Additionally, watercraft inspectors are the face of the program and are a great resource for boaters when it comes to AIS education. Law enforcement officers are also trained in AIS education and help remind boaters of laws as well as tips & tricks to stay compliant.

COUNTY AIS PLAN ACTION (Education & Outreach)	HOW ACTION SUPPORTS AIS PREVENTION
Develop and/or use existing AIS curricula for K-12 schools to support youth AIS involvement.	Young people can help prevent the spread of AIS through their own actions and by modeling their knowledge and actions to their families.
Develop and/or use existing informal education materials for County Fairs and other local events.	Providing opportunities for the public to learn about AIS at local events will spread prevention messages.
Work with Stop Aquatic Hitchhikers and other campaigns to strengthen awareness of AIS issues in the county.	Consistent messaging helps educate individuals about their role in AIS prevention.
Explore partnership opportunities with existing outreach efforts such as the MNDNR,	Utilizing existing communications materials ensures that the public receives accurate messages

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Minnesota Sea Grant, and neighboring Counties and Watershed Districts.	about rules and best practices related to AIS prevention.
Install AIS signage at County Public Water Accesses.	Educational signs at boat launches help remind boaters of the AIS laws and steps to take while inspecting watercraft.
Distribute AIS prevention messages via website and social media.	Providing AIS information that is easily accessible online will help the public with AIS prevention efforts.
Distribute AIS prevention messages via print media such as local newspapers and newsletters.	Providing AIS information in local print media gets prevention messages into homes and businesses.
Develop tailored messages aimed at specific audiences (eg., Lakeshore owners, Lake Service Providers, Fishing Community, etc.)	Ensuring that individuals are aware of AIS prevention measures they can take at home or in the course of their work will help reduce the risk of AIS spread.
Develop and/or distribute promotional material (eg., keychains, towels, Stop Aquatic Hitchhikers and Sea Grant materials, and educational AIS specimens.)	Items that display AIS messaging can act as a constant reminder of steps to take to prevent spread.
Improve Watercraft Inspector Education with additional training and continued education.	Providing on-going training and support to Watercraft Inspectors will improve their ability to educate the public.
Conduct Evaluation Surveys to gauge the community's perception of the AIS program.	Evaluating if the public is receiving AIS messages and if their knowledge and behavior is changing will help improve future education efforts.

Watercraft Inspections & Decontamination

Because overland travel of contaminated watercraft and water related equipment is the largest vector of aquatic invasive species movement from waterbody to waterbody, watercraft inspections and decontamination can be an effective first-line defense against the introduction and spread of AIS. Watercraft inspections also serve to inform the public of the threat of AIS and steps to take to ensure compliance to MN AIS laws. The MN DNR deploys watercraft inspectors at public water accesses throughout the state (including Carver County) based on risk and request, but do not have the ability to have inspectors and/or decontamination stations at each and every lake. Since 2011, local units of government have been able to enter into a delegation agreement with the MN DNR that allows them to hire their own watercraft inspectors. Inspectors have the authority to prohibit the launch of watercraft to boaters who refuse inspection or refuse to remove attached AIS. They also have the authority to require a watercraft to be decontaminated in scenarios where a decontamination unit is on site.

Carver County has provided watercraft inspection services (expanding in scope) since 2011 and its own decontamination service since 2015.

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COUNTY AIS PLAN ACTION (Watercraft Inspections & Decontamination)	HOW ACTION SUPPORTS AIS PREVENTION
Increase watercraft inspections within the county by hiring authorized watercraft inspectors through a delegation agreement with the MNDNR.	Watercraft inspectors can help spread accurate messages to boaters and help prevent the spread of AIS.
Provide decontamination services for boats and other water related equipment to public.	Decontamination is a key tool in preventing the spread of AIS. It is in the public's interest to have a convenient and consistent way to decontaminate.
Ensure that the County's peace officers, including water safety patrol staff, have been trained to follow and enforce AIS laws.	This action will extend the capacity of local enforcement to ensure compliance with AIS laws.
Enlist volunteer educators to distribute educational material at selected public access points and high priority landings during peak usage times (holidays & weekends).	Targeting educational efforts to the users of a waterbody may help prevent AIS spread from or into that waterbody.
Clear vegetation debris around public boat launches.	Inspectors can help prevent AIS spread by clearing some of the aquatic vegetation debris around access sites.

Monitoring and Early Detection

Another key strategy of an effective AIS prevention plan is having an aggressive early detection monitoring program. Detecting an invasive species early, before it has become established, increases the feasibility of successful rapid response and eradication efforts. Getting staff, volunteers, and lake residents involved in early detection activities also brings immediate AIS awareness to the lakes and may strengthen prevention and outreach efforts. Tasks associated with this strategy will include monitoring Carver County Lakes with zebra mussel samplers, veliger tows, shoreline and snorkel surveys, and aquatic vegetation surveys.

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COUNTY AIS PLAN ACTION (Monitoring & Early Detection)	HOW ACTION SUPPORTS AIS PREVENTION
Placement of zebra mussel substrate sampling plates in multiple waterbodies throughout the County.	Substrate samplers can be used to determine if zebra mussels are present in a waterbody and also be used to monitor abundance and population growth in lakes with known zebra mussel populations.
Conduct Aquatic Vegetation Surveys on multiple lakes throughout the county.	Aquatic vegetation surveys will help Water Management staff understand the dynamics of aquatic plant populations in county waterbodies and identify new invasive plant infestations.
Conduct shoreline assessments and snorkel surveys at public water accesses and other high risk areas.	County staff can contribute to preventing the spread of AIS by searching for signs of new infestations.
Attempt to recruit lake volunteers such as lake residents, students, and conservation groups to conduct shoreline surveys.	Volunteers can expand monitoring efforts and also help spread AIS prevention messages.

Rapid Response

Although prevention and monitoring efforts are vital to an AIS plan, they are not foolproof. Managers must be prepared to take action in the event of an AIS introduction. If a new aquatic invasive species population is detected when it is still small and manageable, it is crucial to have a Rapid Response Plan prepared to ensure that the incident is addressed quickly and effectively. Eradication is usually the goal of a rapid response, but is not always feasible, especially in aquatic ecosystems. The US Fish and Wildlife Service recommend the following steps for a basic rapid response:

- rapid confirmation of the identity of the suspicious organism;
- assess the extent of the infestation
- quarantine the infested area, if possible;
- quick review of available control options to choose one best suited for the treatment conditions;
- application of the chosen control option(s); and,
- modification of the control strategy as indicated by the results (“adaptive management”).

The county will use the above guidelines to prepare a rapid assessment and response plan that identifies appropriate actions to contain and/or remove newly detected or expanding invasive species within its boundaries. Because an AIS infestation will likely involve a multi-jurisdictional response, the response plan will have to identify the County’s role and responsibilities among other jurisdictions that may take action. Response plans will likely vary from case to case depending on severity of infestation, resources available, and entities involved.

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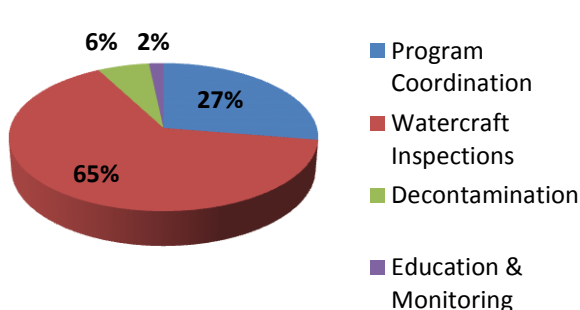
COUNTY AIS PLAN ACTION (Rapid Response)	HOW ACTION SUPPORTS AIS PREVENTION
Prepare Rapid assessment and response plan for new AIS infestations.	If actions steps for a new AIS infestation are prepared, the feasibility of a successful response is increased.
Communicate rapid assessment and response plan to local units of government within the County.	Enables agencies to interact effectively in incidents involving multiple jurisdictions.
Contain the spread of AIS when detected; remove and/or eradicate when feasible.	Taking the appropriate control actions after an AIS infestation will minimize the potential for spread.

2017 Proposed Budget

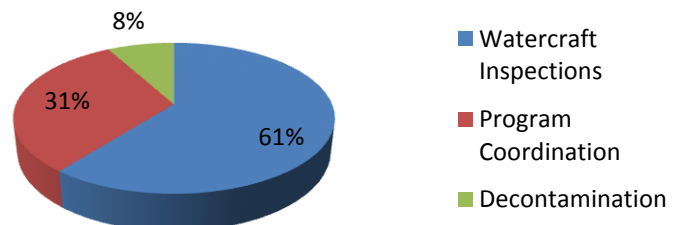
The proposed budget for 2017 is based on the strategies listed in this plan. The budget will be reviewed each year and modified based on planned activities. AIS aid allocation from the state is received in two payments, the first on July 20th and the second on December 26th. Unused funds from any year will carry over into the following year. Rollover funds in 2017 were used for education and rapid response.

Program Coordination:	\$86,000
Watercraft Inspections:	\$166,254
Decontamination:	\$22,000
Total:	\$294,032

2016 AIS Budget



2017 AIS Budget





**DELEGATION AGREEMENT
Aquatic Invasive Species (AIS) Prevention
Inspection of Water-related Equipment**

This agreement is made by and between the Department of Natural Resources (referred to as DNR), an administrative agency of the State of Minnesota and **Carver County**

(referred to as Governmental Unit), a local government unit (individually referred to generally as a Party or together as Parties). This agreement is entered into under authority granted to DNR pursuant to Minnesota Statutes section 84D.105.

WHEREAS AQUATIC INVASIVE SPECIES (AIS) are nonnative species that cause or may cause economic or environmental harm or harm to human health or threatens or may threaten natural resources or the use of natural resources in the state;

WHEREAS DNR has been authorized and charged with responsibility by the state legislature to establish a statewide program to prevent and manage the spread of AIS in coordination with other governmental entities; DNR has in its employ conservation officers trained and authorized to enforce the state invasive species laws; and DNR has developed AIS inspection protocols;

WHEREAS pursuant to Minnesota Statutes section 84D.105, Subdivision 2(a), Governmental Unit is a Tribal or local government that agrees to assume legal, financial, and administrative responsibilities for inspection programs on some or all public waters within their jurisdiction; and

WHEREAS DNR and Governmental Unit are committed to the following three core principles:

- Coordination of their authority and resources to develop a reasonable and effective water-related equipment inspection requirement to stop the spread of AIS in the state and prevent the introduction of new AIS;
- a collaborative, cooperative approach to AIS management and prevention;
- ensuring continued access to public waters.

NOW, THEREFORE it is mutually agreed by and between the Parties as follows:

1. PURPOSE. The purpose of this agreement is to enhance Minnesota's capacity to prevent the spread of AIS by enabling local governmental entities to perform AIS inspections and manage access to water resources in keeping with the three principles stated above.

2. TASKS AND RESPONSIBILITIES.

A. DNR or its delegatee will provide training of individuals employed by Governmental Unit and/or individuals working for contractors to Governmental Unit as inspectors and, upon successful completion of training and testing requirements, the DNR will certify individuals as authorized inspectors in accordance with Minnesota Statutes section 84D.105, subd. 2(a). DNR will assume all obligation for training to the extent set forth in Minnesota Statutes section 84D.105.

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- B. When requested by a law enforcement agency, DNR Enforcement will provide AIS training to licensed peace officers
- C. Governmental Unit will work with their local city and county law enforcement to ensure that local licensed peace officers are available to support Governmental Unit inspectors. Governmental Unit inspectors shall utilize local city and county law enforcement agencies as their primary law enforcement support when inspection stations are operated. DNR Conservation Officers may assist with support if a local agency officer is unavailable and there is an egregious violation.
- D. Governmental Unit will design and implement an AIS inspection program, which must be approved by DNR, on some or all public waters within their jurisdiction utilizing existing authorities and the authority granted to inspectors under Minnesota Statutes sections 84D.105, subd. 2(b) and 84D.10, subd. 3(a), clauses 1, 3, and 4 (the Program). The program must comply with all requirements in Minnesota Statutes section 84D.105 and in DNR Watercraft Inspection Program procedures and manuals.
- E. Governmental Unit will designate individuals employed by the Governmental Unit and/or individuals working for contractors to Governmental Unit to serve as inspectors for the Program and ensure that these individuals complete the required training and certification in paragraph 2A of this agreement prior to performing inspections. Governmental Unit will help coordinate training of licensed peace officers as provided under paragraph 2B of this agreement.
- F. Governmental Unit will provide one or more inspection stations established under the Program with trained and certified inspectors, who will exercise inspection authorities in accordance with current DNR procedures and manuals. General inspection procedures include:
- i. Visually and tactilely inspecting water-related equipment to determine whether aquatic invasive species, aquatic macrophytes, or water is present;
 - ii. Instructing persons on how to comply with AIS laws by removing AIS, draining, decontaminating, or treating AIS and water-related equipment to prevent the transportation and spread of aquatic invasive species, aquatic macrophytes, and water;
 - iii. Issuing verbal orders to prohibit placing water-related equipment, that has AIS attached or water that has not been drained, into waters of the state;
 - iv. With owner's consent, assisting with the removal of AIS and decontamination of water-related equipment; and
 - v. Contacting local law enforcement or Conservation Officers if a person transporting watercraft or water-related equipment refuses to take corrective actions to remove AIS or fails to comply with requirements to drain water prior to leaving the water access.
- G. Governmental Unit will support education and outreach projects and programs designed to increase public awareness and knowledge of the risks AIS pose to water resources and public capacity to contribute to the effort to prevent and manage the spread of AIS.
- H. Governmental Unit assumes legal, financial, and administrative responsibilities for their staff and/or individuals working for contractors and the actions of their staff/contractors and will bear costs incurred in completing the tasks and responsibilities herein, except that DNR will provide, at its sole expense, staff and/or contracted professionals to coordinate and conduct the training described herein.
- I. Governmental Unit and DNR will regularly meet or consult with each other to collaboratively develop the above-described elements of Governmental Unit AIS Program and potential models that could be used by other local government entities to help prevent the spread of AIS, guided by the three core principles stated above.

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J. Governmental Unit must submit an annual report to the DNR summarizing the results and issues related to implementing the inspection program.

3. INDEMNIFICATION. Each Party to this agreement shall be liable for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party, its agents, volunteers or employees. It is understood and agreed that liability and damages arising from the Parties' acts and omissions are governed by the provisions of the Municipal Tort Claims Act, Minnesota Statutes Chapter 466, the Minnesota Tort Claims Act, Minnesota Statutes section 3.736, and other applicable laws.

4. TERM AND TERMINATION. The agreement becomes effective on the date of final signature. This agreement expires on December 31, 2018. The agreement may be terminated with or without cause by 30-day written notice to the other Party.

5. ENTIRE AGREEMENT. This agreement supersedes any prior or contemporaneous representations or agreements, whether written or oral, between DNR and Governmental Unit, and contains the entire agreement with regard to the subject matter herein.

6. AMENDMENTS. This agreement may be amended only by the mutual consent of the Parties in writing, signed by each of the Parties.

7. NOTICE. Any written communication required under this agreement will be addressed to the other Party as follows, except that any Party may change its representative and/or address for notice by so notifying the other Party in writing:

To DNR:

Watercraft Inspection Program Coordinator
Minnesota Department of Natural Resources
500 Lafayette Road, Box 25
St. Paul MN 55155-4025

To Governmental Unit:

Name/Title: Andrew Dickhart / Aquatic Invasive Species Coordinator

Governmental Unit: Carver County Planning & Water Management

Address: 600 4th Street East

Address: Chaska, MN 55318

8. GOVERNING LAW AND VENUE. This agreement will be governed by and interpreted in accordance with the laws of the State of Minnesota. Venue for all legal proceedings out of this agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

9. WAIVERS. The waiver by DNR or Governmental Unit of any breach or failure to comply with any provision of this agreement by the other Party will not be construed as nor will it constitute a continuing waiver of such provision or a waiver of any other breach of or failure to comply with any other provision of this agreement.

10. STATE AUDITS. Under Minnesota Statutes section 16C.05, subd. 5, Governmental Unit books, records, documents, and accounting procedures and practices relevant to this agreement are subject to

November 4, 2017

examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this agreement.

11. GOVERNMENT DATA PRACTICES. Governmental Unit and DNR must comply with the Minnesota Government Data Practices Act, Minnesota Statute Chapter 13, as it applies to all data provided by DNR under this agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by Governmental Unit under this agreement. The civil remedies of Minnesota Statute section 13.08 apply to the release of the data referred to in this clause by either Governmental Unit or DNR.

If Governmental Unit receives a request to release the data referred to in this Clause, Governmental Unit must immediately notify the DNR's Data Practices Compliance Official. The Governmental Unit's response to the request shall comply with applicable law.

The state complies with Minnesota Government Data Practices Act regarding the released of any data created, collected, received, stored, used, maintained, or disseminated by the respective party under this agreement. The state and the Governmental Unit shall let each other know when a data request has been received.

IN WITNESS WHEREOF, intending to be legally bound, the Parties hereto execute and deliver this agreement.

DEPARTMENT OF NATURAL RESOURCES

By:

Title: Director, Division of Ecological and Water Resources

Date: 4-12-17

COMMISSIONER OF ADMINISTRATION

By:

Title: Contract Coordinator

Date: 4/12/17

GOVERNMENTAL UNIT: Carver County

By:

Title: County Admin

Date: 4/16/17

123446

4-12-17

FB

November 4, 2017

Appendix B:

**MINNEHAHA CREEK WATERSHED DISTRICT
AIS Watercraft Inspection
Cost-Share Funding Agreement**

Minnehaha Creek Watershed District and
Carver County

This agreement is entered into by the Minnehaha Creek Watershed District, a public body with powers set forth in Minnesota Statutes chapters 103B and 103D (MCWD), and Carver County, a political subdivision of the State of Minnesota with powers set forth in Minnesota Statutes chapter 373 (County), for the project titled Carver County Aquatic Invasive Species (AIS) Watercraft Inspection Program, under which employees of and contractors to the County authorized by the Minnesota Department of Natural Resources (DNR) will inspect water-related equipment in accordance with AIS inspection protocols developed by the DNR.

1. Cost-Share Award

Contingent on a determination by MCWD that County's AIS and lake management plans, implementation and related activities are and will remain consistent with the goals of the MCWD Comprehensive Water Resources Management Plan, MCWD commits to reimburse County for the performance of the AIS inspections described in the scope of work in Exhibit A and the budget in Exhibit B (the Program), both of which are attached to and incorporated into this agreement as terms hereof. On completion of the Program and submission by County to MCWD of the report described in Exhibit A and documentation of costs incurred in accordance with Exhibit B, MCWD will reimburse County 50 percent of the costs of the Program or \$28,838, whichever is less.

County will maintain all records pertaining to fees or costs incurred in connection with the Program for six years from the date of completion of the Program. An authorized representative of MCWD or the state auditor may examine, audit, and copy any such records during normal business hours.

2. Independent Relationship

MCWD's role under this agreement is solely to provide funds to support the Program. County remains fully responsible for the means, methods and manner of completing the Program. County will complete the Program or will select a contractor or contractors to complete the Program. MCWD has not had and does not have the authority to select, or role in selecting, the design, means, method or manner of performing the Program or the persons or entities performing the Program. This agreement does not create a joint powers board or organization within the meaning of Minnesota Statutes section 471.59. No manager, commissioner, representative, contractor or employee of either party to this agreement acts in any respect as the agent or representative of the other party. No party to

November 4, 2017

this agreement agrees to be responsible for the acts or omissions of the other within the meaning of Minnesota Statutes section 471.59, subdivision 1a.

3. Duty of Care; Indemnification

County will perform the Program with due professional care. County indemnifies, defends and holds harmless MCWD, its officers, board members, employees and agents from any and all actions, costs, damages and liabilities of any nature to the degree they are the result of County's negligence or the result of another action or inaction by County, a subcontractor or an assignee that is the basis for County's, the subcontractor's or an assignee's liability in law or equity. Notwithstanding any other term of the Agreement, MCWD and County waive no immunities in tort. This agreement creates no right in and waives no immunity, defense or liability limitation with respect to any third party.

It is understood and agreed that MCWD's and County's liability under this agreement will be limited by Minnesota Statutes chapter 466 and other applicable law.

4. Acknowledgment

No signage or other informational material, in hard copy or electronic form, will be deployed for use in the Program unless and until approved by both the County and MCWD. Each party, at its own cost and in accordance with the terms herein, and the parties together may place and maintain appropriate signage at public water accesses at locations under County's control, identifying and describing the Program and informing the public of its purposes and the contribution of the parties to the Program. Any publicly distributed or displayed printed or electronic documents or other text display concerning the Program prepared by either of the parties or the parties together will acknowledge the contributions to the Program provided by both parties.

5. Compliance with Laws

County will comply with the laws and requirements of all federal, state, local and other governmental units in connection with performing the Program, and will procure all licenses, permits and other rights necessary to perform the Program.

In its performance of the Program, County will ensure that no person is excluded from full employment rights or participation in or the benefits of any program, service or activity on the ground of race, color, creed, religion, age, sex, disability, marital status, sexual orientation, public assistance status or national origin; and no person who is protected by applicable federal or state laws, rules or regulations against discrimination otherwise will be subjected to discrimination.

6. Timeline and Term; Survival of Obligations.

This agreement is effective when executed by the parties and expires March 15, 2018. County's obligations that have come into being before termination, specifically including obligations under paragraphs 3, 4 and 5, will survive expiration.

November 4, 2017

7. Notices

Any written communication required under this agreement will be addressed to the other party as follows:

To MCWD:

Lars Erdahl, MCWD District Administrator
Minnehaha Creek Watershed District
15320 Minnetonka Boulevard
Minnetonka, MN 55345

To County:

Paul Moline
Carver County
600 E. 4th Street
Chaska, MN 55318

Either party may in writing designate another individual to receive communications under this agreement.

8. Waiver

MCWD's failure to insist on the strict performance of any obligation under this agreement, or to exercise any option, remedy or right herein, will not waive or relinquish MCWD's right in the future to insist on strict performance of that or any other obligation. MCWD's waiver of a breach of an obligation of this agreement will not be construed as a waiver of any subsequent breach of that or any other obligation. A waiver must be in writing and signed by MCWD.

Notwithstanding any other term of this agreement, MCWD waives no immunities in tort. This agreement creates no rights in and waives no immunities with respect to any third party.

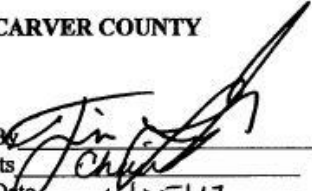
9. Venue and Jurisdiction

This agreement will be construed under and governed by the laws of the State of Minnesota. The appropriate venue and jurisdiction for any legal action hereunder will be Hennepin County, Minnesota.


IN WITNESS WHEREOF, intending to be legally bound, the parties hereto execute and deliver this agreement.

November 4, 2017

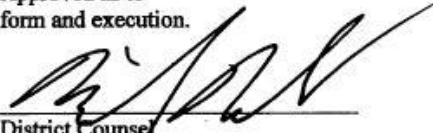
CARVER COUNTY

By 
Its _____
Date 4/25/17

**MINNEHAHA CREEK
WATERSHED DISTRICT**


By Lars Erdahl, Administrator
Date 5/12/2017

Approved as to
form and execution.


District Counsel

November 4, 2017

Appendix C:

AGREEMENT

AGREEMENT entered into as of 6-29-17, 2017 by and between the **Lake Minnewashta Preservation Association**, a Minnesota 501(C)(3) charitable organization (“Association”), and **COUNTY OF CARVER**, a body corporate and politic under the laws of Minnesota (“County”).

NOW, THEREFORE, in consideration of their mutual covenants and obligations, the Association and County agree as follows:

I. COUNTY SERVICES

The purpose of this Agreement is to assist the Association in preventing the introduction of new Aquatic Invasive Species (hereinafter called “AIS”) into Lake Minnewashta through AIS education and inspections. The primary contact for the County is Andrew Dickhart and Jim Ginther is the primary contact for the Association.

II. SPECIALIZED PROFESSIONAL AGREEMENT SPECIFICATIONS

1. This Agreement shall commence upon its execution by both parties and continue through October 19, 2017. The total amount of compensation to be paid to the County shall not exceed \$2,500.00.

2. Inspections will be conducted at the following public access points: Lake Minnewashta Regional Park.

3. The maximum total number of watercraft inspection hours for these days from May 13, 2017 through October 31, 2017 is one hundred sixty-six (166). These hours will contribute to “extended” inspection services provided by the Carver County & Minnehaha Creek Watershed District (MCWD) cost-share agreement as shown in Appendix A.

4. The County will provide all necessary supervision to assure that the County’s employees satisfactorily perform their duties under this Agreement.

5. The County will on board applicants as employee inspectors, be responsible for training, scheduling, and payroll during the term of this agreement. The County will provide inspector service as long it has inspector staffing or to the term of this agreement, whichever comes first.

6. Watercraft inspectors placed by the County shall perform in accordance with the approved position description attached in Appendix B. The Association will reimburse the County for inspections at the rate of Fifteen Dollars and 2/100 (\$15.02) per hour up to a total not to exceed \$2,500.00.

7. The County will provide reports showing actual time spent by time, day, and location.

November 4, 2017

8. The county will coordinate MN DNR training sessions for the inspectors to be certified as Level I or Level II inspectors.

9. Any amendment to this agreement must be in writing and executed by both the County and the City

III. INDEMNIFICATION

Each party shall be liable for its own acts to the extent provided by law and hereby agrees to indemnify, hold harmless and defend the other, its officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the other, its officers and employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the party, its agents, servants or employees, in the execution or performance or failure to adequately perform its obligations pursuant to this Agreement.

It is understood and agreed that the County's and Association's liability shall be limited by the provisions of Minn.Stat.Chap.466 and/or other applicable law. To the full extent permitted by law, actions by the parties pursuant to this Agreement are intended to be and shall be construed as a "cooperative activity" and it is the intent of the parties that they shall be deemed a "single government unit" for the purposes of liability, all as set forth in Minnesota Statutes, Section 471.59, Subd. 1a(a); provided further that for purposes of that statute, each party to this Agreement expressly declines responsibility for the acts of omissions of the other party.

IV. PAYMENT FOR SERVICES

1. Payments to the County will be paid as services are performed and will be paid within thirty-five (35) days of receipt of the County's invoice, which shall be submitted no more than monthly.

2. All other expenses incurred by the County in completing the work required under this Agreement will be the County's responsibility.

V. TERMINATION OF AGREEMENT

This Agreement may be terminated at any time and for any reason by the Association on seven (7) days' written notice. In the event of termination by the Association, the County is entitled to compensation based on the number of hours worked up to the effective date of termination.

VI. NOTICE

1. Any notice, request, demand or other communication required or permitted under the terms of this Agreement shall be deemed to be properly given when deposited in the United States Postal Service, postage prepaid, and addressed to the agent of each party as specified herein.

November 4, 2017

2. However, when this Agreement requires immediate notice, such notice shall be accomplished by telephone to the designated agent of the parties or by facsimile to the numbers listed herein:

(a) Notices to City should be sent to:

Lake Minnewashta Preservation Association
Attn: Jim Ginther
PO Box 304
Excelsior, MN 55331

(b) Notices to the County should be sent to:

Carver County
Attn: Andrew Dickhart
600 E. 4th Street
Chaska, Minnesota
Telephone: 952-361-1871
Fax: 952-361-1828

VII. RECORDS

Pursuant to Minn. Stat. §16C.05, subd. 5, the parties agree that the County, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, et., which are pertinent to the accounting practices and procedures of the parties and involve transactions relating to this Agreement. The parties agree to maintain these records for a period of six years from the date of termination of this Agreement.

VIII. AMENDMENT

Any material alteration, modification, or variation shall be reduced to writing as an amendment and signed by the parties.

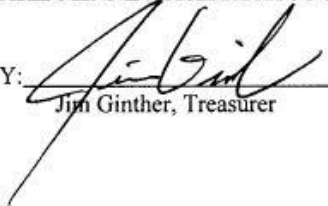
IX. NONDISCRIMINATION

During the performance of this Agreement, the parties agree to the following: No person shall, on the grounds of race, color, religion, age, sex, disability, marital status, public assistance status, criminal record, creed or national origin be excluded from full employment rights in, participation in, be denied the benefits of or be otherwise subjected to discrimination under any and all applicable Federal and State laws against discrimination.


November 4, 2017

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

LAKE MINNEWASHTA ASSOCIATION

BY:  _____
Jim Ginther, Treasurer

COUNTY OF CARVER

BY:  _____
County Administrator

Date: 6/11 _____, 2017

Date: 6/29 _____, 2017

November 4, 2017

Appendix D:

AGREEMENT

AGREEMENT entered into as of 5/30/17, 2017 by and between the **Pierson Lake Association**, a Minnesota 501(C)(3) charitable organization (“Association”), and **COUNTY OF CARVER**, a body corporate and politic under the laws of Minnesota (“County”).

NOW, THEREFORE, in consideration of their mutual covenants and obligations, the Association and County agree as follows:

I. COUNTY SERVICES

The purpose of this Agreement is to assist the Association in preventing the introduction of new Aquatic Invasive Species (hereinafter called “AIS”) into Piersons Lake through AIS education and inspections. The primary contact for the County is Andrew Dickhart and Kurt Zupke is the primary contact for the Association.

II. SPECIALIZED PROFESSIONAL AGREEMENT SPECIFICATIONS

1. This Agreement shall commence upon its execution by both parties and continue through October 31, 2017. The total amount of compensation to be paid to the County shall not exceed \$2,436.44.
2. Inspections will be conducted at the following public access points: Piersons Lake in accordance with the schedule attached as shown in Appendix A.
3. Inspections outside of the foregoing hours shall be conducted by the County only with the mutual consent and agreement of the Association and the County. The maximum total number of watercraft inspection hours for these days from May 13, 2017 through October 31, 2017 is one hundred sixty-two (162). These hours are in addition to inspection services provided by the Carver County & Minnehaha Creek Watershed District (MCWD) Roving Lakes cost-share agreement in Appendix B.
4. The County will provide all necessary supervision to assure that the County’s employees satisfactorily perform their duties under this Agreement.
5. The County will on board applicants as employee inspectors, be responsible for training, scheduling, and payroll during the term of this agreement. The County will provide inspector service as long it has inspector staffing or to the term of this agreement, whichever comes first.
6. Watercraft inspectors placed by the County shall perform in accordance with the approved position description attached in Appendix C. The Association will reimburse the County for inspections at the rate of Fifteen Dollars and 2/100 (\$15.02) per hour up to a total not to exceed \$2,436.44.
7. The County will provide reports showing actual time spent by time, day, and location.

November 4, 2017

8. The county will coordinate MN DNR training sessions for the inspectors to be certified as Level I or Level II inspectors.

9. Any amendment to this agreement must be in writing and executed by both the County and the City

III. INDEMNIFICATION

Each party shall be liable for its own acts to the extent provided by law and hereby agrees to indemnify, hold harmless and defend the other, its officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the other, its officers and employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the party, its agents, servants or employees, in the execution or performance or failure to adequately perform its obligations pursuant to this Agreement.

It is understood and agreed that the County's and Association's liability shall be limited by the provisions of Minn.Stat.Chap.466 and/or other applicable law. To the full extent permitted by law, actions by the parties pursuant to this Agreement are intended to be and shall be construed as a "cooperative activity" and it is the intent of the parties that they shall be deemed a "single government unit" for the purposes of liability, all as set forth in Minnesota Statutes, Section 471.59, Subd. 1a(a); provided further that for purposes of that statute, each party to this Agreement expressly declines responsibility for the acts of omissions of the other party.

IV. PAYMENT FOR SERVICES

1. Payments to the County will be paid as services are performed and will be paid within thirty-five (35) days of receipt of the County's invoice, which shall be submitted no more than monthly.

2. All other expenses incurred by the County in completing the work required under this Agreement will be the County's responsibility.

V. TERMINATION OF AGREEMENT

This Agreement may be terminated at any time and for any reason by the Association on seven (7) days' written notice. In the event of termination by the Association, the County is entitled to compensation based on the number of hours worked up to the effective date of termination.

VI. NOTICE

1. Any notice, request, demand or other communication required or permitted under the terms of this Agreement shall be deemed to be properly given when deposited in the United States Postal Service, postage prepaid, and addressed to the agent of each party as specified herein.

November 4, 2017

2. However, when this Agreement requires immediate notice, such notice shall be accomplished by telephone to the designated agent of the parties or by facsimile to the numbers listed herein:

(a) Notices to City should be sent to:

Peirsons Lake Association
Attn: Kurt Zupke
6925 Abbywood Ln.
Chaska, MN 55318

(b) Notices to the County should be sent to:

Carver County
Attn: Andrew Dickhart
600 E. 4th Street
Chaska, Minnesota
Telephone: 952-361-1871
Fax: 952-361-1828

VII. RECORDS

Pursuant to Minn. Stat. §16C.05, subd. 5, the parties agree that the County, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, et., which are pertinent to the accounting practices and procedures of the parties and involve transactions relating to this Agreement. The parties agree to maintain these records for a period of six years from the date of termination of this Agreement.

VIII. AMENDMENT

Any material alteration, modification, or variation shall be reduced to writing as an amendment and signed by the parties.

IX. NONDISCRIMINATION

During the performance of this Agreement, the parties agree to the following: No person shall, on the grounds of race, color, religion, age, sex, disability, marital status, public assistance status, criminal record, creed or national origin be excluded from full employment rights in, participation in, be denied the benefits of or be otherwise subjected to discrimination under any and all applicable Federal and State laws against discrimination.

November 4, 2017

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

PIERSON LAKE ASSOCIATION

COUNTY OF CARVER

BY: Kurt E. Zupke
Association President

BY: Tom Villars
Assistant County Administrator

Date: May 25, 20, 2017

Date: 5/30/, 2017

November 4, 2017

Appendix E:

AGREEMENT

AGREEMENT entered into as of _____, 2017 by and between the CITY OF CHANHASSEN, a Minnesota municipal corporation ("City"), and COUNTY OF CARVER, a body corporate and politic under the laws of Minnesota ("County").

NOW, THEREFORE, in consideration of their mutual covenants and obligations, the City and County agree as follows:

I. COUNTY SERVICES

The purpose of this Agreement is to assist the City in preventing the introduction of new Aquatic Invasive Species (hereinafter called "AIS") into Lake Ann, Lake Susan and Lotus Lake through AIS education and inspections. The primary contact for the County is Andrew Dickhart and Todd Hoffman is the primary contact for the City.

II. SPECIALIZED PROFESSIONAL AGREEMENT SPECIFICATIONS

1. This Agreement shall commence upon its execution by both parties and continue through November 15, 2017. The total amount of compensation to be paid to the County shall not exceed \$55,498.90.
2. Inspections will be conducted at the following public access points: Lake Ann, Lake Susan and Lotus Lake in accordance with the schedule attached as Appendix A.
3. Inspections outside of the foregoing hours shall be conducted by the County only with the mutual consent and agreement of the City and the County. The maximum total number of watercraft inspection hours for these days from May 13, 2017 through November 15, 2017 is three thousand six hundred ninety-five (3,695).
4. The County will provide all necessary supervision to assure that the County's employees satisfactorily perform their duties under this Agreement.
5. The County will on board applicants as employee inspectors, be responsible for training, scheduling, and payroll during the term of this agreement. The County will provide inspector service as long it has inspector staffing or to the term of this agreement, whichever comes first.
6. Watercraft inspectors placed by the County shall perform in accordance with the approved position description attached in Appendix B. The City will reimburse the County for inspections at the rate of Fifteen Dollars and 2/100 (\$15.02) per hour up to a total not to exceed \$55,498.90.
7. The County will provide reports showing actual time spent by time, day, and location.

November 4, 2017

States Postal Service, postage prepaid, and addressed to the agent of each party as specified herein.

2. However, when this Agreement requires immediate notice, such notice shall be accomplished by telephone to the designated agent of the parties or by facsimile to the numbers listed herein:

(a) Notices to City should be sent to:

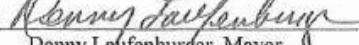
City of Chanhassen
Attn: Todd Hoffman
7700 Market Boulevard
P.O. Box 147
Chanhassen, MN 55317
Telephone: 952-227-1119
Fax: 952-227-1110

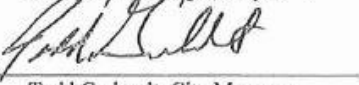
(b) Notices to the County should be sent to:

Carver County
Attn: Andrew Dickhart
600 E. 4th Street
Chaska, Minnesota
Telephone: 952-361-1871
Fax: 952-361-1828

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

**CITY OF CHANHASSEN,
MINNESOTA**

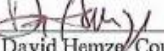
BY: 
Denny Laufenburger, Mayor

BY: 
Todd Gerhardt, City Manager

Date: April 10, 2017

COUNTY OF CARVER

BY: 
Tim Lynch, Chair, Board of
Commissioners

BY: 
David Hemze, County Administrator

Date: 4/26/17, 2017

Appendix B.

JOB SUMMARY:

The Watercraft Inspector serves to inform and educate the public to the threats of ecologically harmful aquatic Invasive species to Minnesota's waters. Inspectors work at public water access sites educating the public by providing information to watercraft users and conducting a brief survey while inspecting watercraft for invasive species. Other duties include assisting the coordinator with access postings, assisting Law Enforcement with access checks, invasive plant removal; conduct other research in partnership with different departments/organizations and other natural resource projects.

There are three levels being recruited for this position:

*Level I Watercraft Inspector: Level I Watercraft Inspectors will be required to attend and pass a MN DNR Inspection training course and will be responsible for public education, watercraft inspections for Aquatic Invasive Species, documentation and reporting, on-site surveys and sample collection.

*Level II Watercraft Inspector: Level II Watercraft Inspectors will be required to attend a MN DNR decontamination training course in addition to a MN DNR Inspection training course. A Level II inspector will have the same responsibilities as a Level I, but will also be certified to perform decontamination services using hot, high-pressure water.

*Lead Watercraft Inspector: Lead Inspectors will be Level II certified and be capable of taking on additional leadership and administrative responsibilities such as employee training and supervision, scheduling, inventory, oversight of day-to-day operations, etc.

TYPICAL DUTIES AND RESPONSIBILITIES:

- Educate the public on invasive species program and issues
- Distribute written information to watercraft users
- Inspect watercraft for invasive species
- Conduct a verbal survey & inspection inventory
- Document and record research activities

November 4, 2017

Combined City and Lotus Lake Conservation Alliance

2017 Program Details

Duration of Inspections:

Lake Ann and Lake Susan 47 Days (5/27/17 - 9/4/17)
 Lotus Lake 187 days (5/13/17 - 11/15/17)

Coverage Times:

Lake Ann & Lake Susan:

Fridays & Sundays (7 a.m. to 8 p.m.)
 Saturdays (6 a.m. to 8 p.m.) and holidays

Lotus Lake:

May 13 to September 4 (6 am to 8 pm)
 September 5-30 (6:30 am to 7:30 pm)
 October 1-15 (7:00 am to 7:00 pm)
 October 16-31 (7:30 am to 6:30 pm)
 November 1-4 (7:30 am to 4:00 pm)
 November 5-15 (7:00 am to 4:00 pm)

Total Inspection Hours:

Lake Ann	629	hours
Lake Susan	629	hours
Lotus Lake	2337	hours
	<u>3695</u>	<u>hours</u>

Combined Program Budget

Inspections	3695 @ \$15.02/hr	\$55,498.90
-------------	-------------------	-------------

Funding:

Riley Purgatory Bluff Creek Watershed District RPBCWD	\$25,000.00
City of Chanhassen	\$14,500.00
Carver County	\$2,045.32
Lotus Lake Conservation Alliance/LLCA	\$13,953.58
	<u>\$55,498.90</u>

Aquatic Invasive Species Prevention and Management Plan

November 4, 2017

Lotus Lake Program Breakdown			
Who	County	CC Hrs	
Day:	Hours to Cover	Per Day	14
Mon	6am - 8pm	Per Week	98
Tues	6am - 8pm	Total Inspection days	115
Wed	6am - 8pm	Total Inspection hours	3610
Thur	6am - 8pm	Total Inspection \$ at 15.02/hr avg.	\$ 24,382.30
Fri	6am - 8pm		
Sat	6am - 8pm		
Sun	6am - 8pm		
May 18 - Sept 4 ↑			
Who	County	CC Hrs	
Day:	Hours to Cover	Per Day	13
Mon	6:30am - 7:30pm	Per Week	91
Tues	6:30am - 7:30pm	Total Inspection days	20
Wed	6:30am - 7:30pm	Total Inspection hours	260
Thur	6:30am - 7:30pm	Total Inspection \$ at 15.02/hr avg.	\$ 5,094.76
Fri	6:30am - 7:30pm		
Sat	6:30am - 7:30pm		
Sun	6:30am - 7:30pm		
Sept 5 - Sept 30 ↑			
Who	County	CC Hrs	
Day:	Hours to Cover	Per Day	13
Mon	7am - 7pm	Per Week	91
Tues	7am - 7pm	Total Inspection days	13
Wed	7am - 7pm	Total Inspection hours	169
Thur	7am - 7pm	Total Inspection \$ at 15.02/hr avg.	\$ 2,703.60
Fri	7am - 7pm		
Sat	7am - 7pm		
Sun	7am - 7pm		
Oct 1 - Oct 15 ↑			
Who	CC - Chan Staff	CC Hrs	
Day:	Hours to Cover	Per Day	13
Mon	7:30am - 6:30pm	Per Week	77
Tues	7:30am - 6:30pm	Total Inspection days	16
Wed	7:30am - 6:30pm	Total Inspection hours	176
Thur	7:30am - 6:30pm	Total Inspection \$ at 15.02/hr avg.	\$ 2,643.12
Fri	7:30am - 6:30pm		
Sat	7:30am - 6:30pm		
Sun	7:30am - 6:30pm		
Oct 16 - Oct 31 ↑			
Who	CC - Chan Staff	CC Hrs	
Day:	Hours to Cover	Per Day	6.5
Mon	7:30am - 4pm	Per Week	39.5
Tues	7:30am - 4pm	Total Inspection days	4
Wed	7:30am - 4pm	Total Inspection hours	26
Thur	7:30am - 4pm	Total Inspection \$ at 15.02/hr avg.	\$ 510.68
Fri	7:30am - 4pm		
Sat	7:30am - 4pm		
Sun	7:30am - 4pm		
Nov 1 - Nov 4			
Who	CC - Chan Staff	CC Hrs	
Day:	Hours to Cover	Per Day	5
Mon	7:00 am - 4pm	Per Week	35
Tues	7:00 am - 4pm	Total Inspection days	13
Wed	7:00 am - 4pm	Total Inspection hours	65
Thur	7:00 am - 4pm	Total Inspection \$ at 15.02/hr avg. †	\$ 1,496.98
Fri	7:00 am - 4pm		
Sat	7:00 am - 4pm		
Sun	7:00 am - 4pm		
Nov 5 - Nov 4			
Total November Hours		133	
Total November Cost		\$	1,997.66
Total Miles			2027

Lake Ann Program Breakdown			
Who	CC - Chan Staff	CC Hrs	
Day:	Hours to Cover	Per Day	
Mon		Per Week	40
Tues		Total Inspection days	47
Wed		Total Inspection hours	629
Thur		Total Inspection \$ at 15.02/hr avg.	\$ 9,447.58
Fri	7am - 8pm		
Sat	6am - 8pm		
Sun	7am - 8pm		
Including Mem. Day, July 4, and Labor Day			
May 27 - Sept 4			

Lake Susan Program Breakdown			
Who	County	CC Hrs	
Day:	Hours to Cover	Per Day	
Mon		Per Week	40
Tues		Total Inspection days	47
Wed		Total Inspection hours	629
Thur		Total Inspection \$ at 15.02/hr avg.	\$ 9,447.58
Fri	7am - 8pm		
Sat	6am - 8pm		
Sun	7am - 8pm		
Including Mem. Day, July 4, and Labor Day			
May 27 - Sept 4			

Chanhasen Totals		
	Hours	Dollars
Lotus	2,437	\$ 36,603.74
Ann	629	\$ 9,447.58
Susan	629	\$ 9,447.58
TOTAL	3,695	\$ 55,498.90