



Title: Authorization to Execute a Winter Carp Removal Contract with WSB

Resolution number: 23-082

Prepared by: Name: Jill Sweet
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Reviewed by: Name/Title: Brian Beck, R&M Program Manager

Recommended action: Approve Resolution 23-082– Authorizing execution of a contract for winter carp removal with WSB

Schedule: January 2024-March 2024: Winter seine on Parley Lake

Budget considerations: Fund name and code: SMCHB Monitoring – Contract Services - 5-5001-4320
Fund budget: \$30,000
Requested amount of funding: \$25,748

Past Board action: Res # 17-036 Authorization to request funds from Lessard Sams Outdoor Heritage Council

Background:

In September of 2017, the Lessard Sams Outdoor Heritage Council (LSOHC) recommended the SMCHB Habitat Restoration Project for \$567,000 to the Minnesota State Legislature. The funding bill was approved, and the grant period began on July 1, 2018.

The project took a comprehensive approach to managing common carp in the SMCHB Subwatershed, based on the University of Minnesota's SMCHB carp assessment (2014-2017). This assessment developed a carp population census for each waterbody, identified migration patterns, and located reproduction areas. To address the carp population, the university researchers collaborated with District staff to develop a management approach consisting of three primary strategies:

- Adult biomass removal
- Aeration of shallow lakes to prevent successful carp reproduction
- Barriers to prevent carp movement between waterbodies and assist with removal

Between 2018 and 2022, MCWD utilized the LSOHC grant funds to implement the three-pronged carp management strategy by:

- Installing four permanent carp barriers based on movement pathways identified in the MAISRC study to block carp migration to spawning areas and lakes where removals had already been successful.
- Installation of three aeration units in key carp nurseries to maintain the population of fish that predate carp eggs
- MCWD made approximately fifty carp removal efforts across eight water bodies, removing a total of 30,235 carp from SMCHB utilizing tactics such as seining, stream trapping, and baited box nets.

After successfully implementing the three management strategies, the SMCHB Habitat Restoration Project has concluded the LSOHC grant. Looking ahead, the project will focus on the following steps:

1. Assessing water quality and vegetation response to carp management through field data collection.
2. Maintaining infrastructure and continuing to control carp biomass to ensure continued success.
3. Communicating MCWD's carp story with project partners and other interested public agencies.

To meet our goal of continuing to control carp biomass in the SMCHB, further carp removals are necessary in Parley Lake and Mud Lake as we have not yet achieved the target density of 100 kg/ha.

Parley Winter Seine

Parley Lake has a carp density of approximately 300 kg/ha and requires the removal of roughly 6,000 carp to achieve the target density of 100 kg/ha on the lake. MCWD has removed a total of 21,730 carp in Parley Lake over the past five years through both baited box net trapping and winter seining. The removal scope and contract will be configured as they have been in previous years for winter seining. WSB will contract with MCWD, and in turn subcontract with Don Geyer, the commercial fisherman holding the DNR license for the area that encompasses the Six Mile Creek-Halsted subwatershed. WSB will be responsible for sonar scanning to identify carp aggregation, will coordinate mobilization and seining with Don Geyer, and will be present during seining to oversee the work and to assist MCWD staff in inspection, inventory, and tagging of fish.

Additionally, carp move freely between Mud Lake and Parley Lake, so they are typically grouped for both assessment and management purposes. However, in 2022 and 2023, we were not able to assess the carp population in Mud Lake following the recommended survey methodology due to low water conditions. This, and the normal limitations of the boat electrofishing method, has led to a greater than desired variability in the total carp population estimate for the Parley and Mud Lake system. Therefore, the scope of work with WSB includes an optional task to complete the initial process of a mark-recapture study. A mark-recapture study involves marking and releasing a subset of carp with PIT tags to be recaptured at a later date during electrofishing surveys or future removal events. This will give us a more accurate population estimate for the system and will be helpful in setting future removal goals. MCWD currently has all the needed equipment to complete this work but the scope budget includes funds to pay the commercial fisherman the bounty price for the additional carp that are caught and released. MCWD staff will decide to pursue the mark-recapture based on the number of carp caught in the seining event. An additional line item in the scope has also been added to implant 5 radio tags to continue aiding future removal efforts.

The total cost for this winter seine is not-to-exceed \$25,748. This includes lump sum fees for both WSB and the commercial fisherman, not-to-exceed per-pound or per-fish fees for harvested carp, and direct costs for tag implants and surgical supplies.

Supporting documents (list attachments):

- Parley/Mud Lake Removal Scope



RESOLUTION

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- WHEREAS, pursuant to Resolution 14-047 the Minnehaha Creek Watershed District (District) Board of Managers (“Board”) has identified the Six Mile Creek-Halsted Bay (SMCHB) subwatershed as a priority area for focusing District planning activities and coordination efforts with subwatershed partners; and
- WHEREAS, in September 2017, the Lessard Sams Outdoor Heritage Council (LSOHC) recommended the SMCHB Habitat Restoration project for \$567,000 in funding, and the funding was approved by the MN Legislature in May 2018;
- WHEREAS, between 2018 and 2022 the District effectively utilized grant funds from the LSOHC to successfully implement a comprehensive carp management strategy on a three-pronged approach of adult carp biomass removal, aeration of shallow lakes to prevent successful carp reproduction, and installation of barriers to prevent carp movement between waterbodies and assist with removal;
- WHEREAS, in 2023 the District has concluded the LSOHC grant;
- WHEREAS, the District will focus on assessing water quality and vegetation response to carp management, maintaining infrastructure and managing carp biomass for continued success, and communicating the District's carp story with project partners and other interested public agencies through field data collection and dissemination efforts.;
- WHEREAS, the District established a goal of achieving and maintaining carp biomass goals system wide, and Parley-Mud Lakes remain above the target biomass;
- WHEREAS, WSB & Associates has developed a proposal for carp removal on Parley Lakes, that District staff finds responsive to the 2023-2024 program at a not-to-exceed fee that staff, in its experience, finds to be competitive;
- WHEREAS, adopted Board policy is that the District Administrator is to use a competitive method for professional services in excess of \$25,000, however the Board finds that WSB & Associates is the only consultant providing commercial fisherman coordination and open water seining services, that the District has worked productively with WSB & Associates in implementing similar work under this project, and that the contract price principally is for the work of the commercial fisherman and the carp removal bounty, and therefore a competitive method would not be useful and is not necessary.

NOW, THEREFORE, BE IT RESOLVED that the District Administrator is authorized, on advice of counsel, to execute a contract with WSB & Associates, for services to remove common carp in Parley Lake within the Six Mile Creek-Halsted Bay Subwatershed, in an amount not to exceed \$25,748.00.

Resolution Number 23-082 was moved by Manager _____, seconded by Manager _____. Motion to adopt the resolution ___ ayes, ___ nays, ___ abstentions. Date: 12/14/2023

 Secretary Date: _____

MCWD Parley/Mud Lake Carp Removal – Winter 2023-24

Scope of Work:

This statement of work applies to Parley Lake and addresses carp biomass reduction in Parley Lake and Mud Lake to meet Minnehaha Creek Watershed District's (MCWD) carp management goals (100 kg/ha) to improve water quality and ecological integrity within these connected basins.

The 2023 catch per unit effort (CPUE) carp biomass estimate for Parley Lake and connected Mud Lake approximates 200-400 kg/ha (~8,000-16,000 carp) (MCWD, 2023). Based on this estimate, to reach the goal threshold value of 100 kg/ha (89.9 lbs/acre) a reduction of ~30,000-94,000 lbs of carp biomass is required.

WSB acknowledges that a boat electrofishing CPUE estimates do not provide a definitive estimate of the population. The 2023 estimate for Mud and Parley returns a wide range and is reflective of a “moderately high” to “high” biomass that is likely to negatively impact the lake. We have recommended that MCWD pursue a study to better understand the population here and that may be accomplished with a mark-recapture estimate of population. This effort is described in the “Optional Task 4” included with this proposal.

Under this scope of work, WSB will work collaboratively with the commercial fisherman for MN inland commercial fishing area 20, Don Geyer Commercial Fishing** (Don Geyer), to complete winter carp removal on Parley Lake and to facilitate MCWD led data collection on carp captured during the event.

WSB operates using an hourly wage rate* while Don Geyer operates under a flat fee and bounty schedule. WSB has communicated with Don Geyer and MCWD that a coordination check-in will occur prior to commercial fishing operations to limit flat fee expensing. At these check-ins, MCWD staff will have final approval prior to executing the task. A detailed description of the tasks as well as a budget and project schedule are provided below.

**WSB staff time will be billed at an hourly rate according to the attached rate sheet and only under approval by MCWD.*

***Don Geyer is the licensed commercial fisherman for MN inland commercial fishing area 20, in which the Six Mile Creek-Halsted Subwatershed falls, and all proposed activities are covered under his permit.*

Task 1: Project Management

Project management includes reviewing and ensuring scope items are being completed, tracking budget, as well as miscellaneous administrative items that need to be addressed during the course of the project.

Task 2: Removal Coordination

Under ice winter seining for carp removal can be logistically challenging and requires good communication and planning between the fishing crews, project manager, and sponsoring entity.

WSB staff will coordinate with Don Geyer to schedule mobilization and netting. This will be guided in part by side scan sonar data collected by WSB and Don Geyer. If sonar data shows a sufficient aggregation and is confirmed by WSB staff, MCWD will be notified and will give approval to proceed with the mobilization of the seine. This information will be communicated to Don Geyer (by WSB) to schedule the day of netting based on sonar data as well as weather and ice condition, fish behavior, tightness of the aggregation, and suitability of the lake bottom to netting in the area of the aggregation.

Currently, no radiotags are “live” in Parley Lake so aggregations will be detected via side scan sonar. Under this Scope of Work, WSB proposes to visit the lake up to three times to sonar for an aggregation in Parley Lake. Up to three areas of the lake have been historically identified as potential aggregation sites and confirmed with Don Geyer that his crew could pursue seining in these areas. These historical seine areas will be targeted for sonar operations. Starting in January of 2024, WSB staff will visit the lake to complete sonar and report readings to both Don Geyer and MCWD. Under this task, WSB will also visit the lake with Geyer’s crew to confirm sonar readings and to advise MCWD on seine operation.

WSB staff will be present the day of the seine haul to oversee commercial fishing activity. This oversight will involve confirming side scan sonar interpretation and observe if any issues arise with netting to report these issues to MCWD staff. If fish are captured in this event in low numbers, it may be necessary to process netted carp and scan for radio-tag and PIT tags that day. WSB staff will also be on-site the day fish are loaded off the lake and assist with collecting biological data and processing netted carp, likely 1-4 days after the capture event. It is understood under this statement of work that MCWD staff will be present on load-out date to obtain biological data and scan for radio and PIT tags, and WSB is not solely responsible for obtaining biological data and processing netted carp. This task includes time for WSB staff, which may be used during the day of removal, load-out date and for additional site visits if necessary, before or after removal, to facilitate the project.

WSB will coordinate with MCWD and the commercial fisherman over three phases as outlined here:

- 1) Phase 1 Mobilization: Sonar readings, snow plowing, site visit, preparation for pre-lining. Pre-lining and preparation for seine haul attempt.
- 2) Phase 2 Seine Haul Attempt.
- 3) Phase 3 Demobilization: Loading Carp (if captured during seine attempt). Equipment removal and safety sign posting.

Task 3: Radiotag Implants

WSB will assist MCWD in collecting data on carp that are captured as a part of the Parley Lake seine event. MCWD will obtain a permit from the MN DNR that covers all data collection that includes the implantation of radiotags into up to five (5) common carp. WSB will be responsible for the surgical implantation of radiotags on the day of the seine. Radiotags will be supplied by MCWD while surgical supplies will be provided by WSB. The budget for this task includes surgical supplies and some additional WSB staff time.

Optional Task 4: Marking for population estimate

MCWD is interested in better defining the population estimate in Parley Lake and may pursue a mark-recapture estimate of the population. If pursued, it would be advantageous to mark carp as a part of the winter 2023-2024 seine event so that an estimate can be made after a subsequent winter seine event. MCWD has 300 PIT tags left from previous projects in the district that could be used in a marking effort. This optional task line item sets aside a bounty for up to three hundred carp that would be tagged and released by MCWD staff if a mark-recapture estimate is scheduled for Parley Lake. The bounty amount would be 0.25 cents per pound and we are estimating a 10 pound average (2.50/carp). The money set aside for this optional task would be a not to exceed amount of \$750.00 to mark up to 300 carp.

Schedule

Task	January	February	March
Task 1			
Task 2			
Task 3			
Optional Task 4			

This project is anticipated to begin in January 2024 and conclude March 2024. Exact dates will ultimately be dictated by weather and ice thickness, fish aggregations and behavior, suitability of the aggregation area to be netted in coordination with MCWD and the commercial fishermen.

Project Budget

Task/Activity	Cost
WSB	
Task 1. Project Management	\$ 562.00
Task 2. Removal Coordination	\$ 5,120.00
Task 3. Radiotag Implants	\$ 266.00
Surgery Supplies	\$ 50.00
Commercial Fishing	
Crew Mobilization	\$ 1,500.00
Seine Haul Attempt	\$ 2,500.00
Carp Bounty	Not to exceed - \$15,000
Project Total	\$ 24,998.00

Optional Task/Activity	Cost
WSB	
Optional Task 4. Research Carp Bounty	Not to exceed - \$ 750.00
Optional Task Total:	\$ 750.00

Don Geyer Commercial Fishing operates under a lump sum fee schedule. Mobilization may include preparing and maintaining equipment, plowing, moving fish traps, disposal containers, or any other necessary gear or equipment to and from the lake, winter pre-lining the seine haul, visits to the site to check fish aggregations, disposal of seined carp, and coordination and communications. If further mobilization activities occur outside of the proposed schedule they will be covered by the proposed fee schedule (permit reporting, removal of thin ice signs, net patching). At any time prior to confirming the mobilization phase, WSB and MCWD may consult and determine that mobilization should not occur. In that circumstance, MCWD would not be responsible for any commercial fishing fees.

The contractual fees from Don Geyer for netting includes activities associated with seining and includes drilling holes in ice to deploy seine, deploying seine net, and seining. At any time during the premobilization phase, the parties may consult and determine that the seine attempt should not proceed. In that circumstance, MCWD will only be responsible for fees incurred to date.

Don Geyer Commercial Fishing implements a bounty for carp captured. The carp bounty is calculated at \$0.25/pound of carp removed not to exceed \$15,000 (60,000 pounds of carp). Any carp captured above the maximum bounty reward are expected to be removed from the lake. It is also understood that MCWD maintains a number of PIT and radio tags in fish in Parley Lake. Any PIT tagged or radio tagged fish may be returned to the lake after being identified and these carp will not be included in the bounty payment.

If the optional task of marking up to 300 carp is pursued, these fish will be purchased by MCWD using the bounty fee schedule of \$2.50/fish, not to exceed \$750.00.

2023 Rate Schedule



	Billing Rate/Hour
SR. PRINCIPAL SR. ASSOCIATE	\$235
PRINCIPAL ASSOCIATE	\$173 – \$223
SR. PROJECT MANAGER SR. PROJECT ENGINEER	\$173 – \$223
PROJECT MANAGER	\$152 – \$170
PROJECT ENGINEER GRADUATE ENGINEER	\$102 – \$169
ENGINEERING TECHNICIAN ENGINEERING SPECIALIST	\$68 – \$167
LANDSCAPE ARCHITECT SR. LANDSCAPE ARCHITECT	\$78 – \$162
ENVIRONMENTAL SCIENTIST SR. ENVIRONMENTAL SCIENTIST	\$68 – \$160
PLANNER SR. PLANNER	\$80 – \$167
GIS SPECIALIST SR. GIS SPECIALIST	\$78 – \$167
CONSTRUCTION OBSERVER	\$104 – \$135
SURVEY	
One-Person Crew	\$175
Two-Person Crew	\$235
OFFICE TECHNICIAN	\$60 – \$102

Costs associated with word processing, cell phones and reproduction of common correspondence are included in the above hourly rates. Vehicle mileage is included in our billing rates [excluding geotechnical and construction materials testing (CMT) service rates]. Mileage can be charged separately, if specifically outlined by contract. | Reimbursable expenses include costs associated with plan, specification, and report reproduction; permit fees; delivery costs; etc. | Multiple rates illustrate the varying levels of experience within each category. | Rate Schedule is adjusted annually.

**AGREEMENT BETWEEN
MINNEHAHA CREEK WATERSHED DISTRICT and
WSB**

Carp Removal Services on Parley Lake

The Minnehaha Creek Watershed District (MCWD) and WSB (“CONTRACTOR”) enter into this agreement for mutual consideration, the sufficiency of which hereby is acknowledged. MCWD and CONTRACTOR agree as follows:

1. Scope of Work

CONTRACTOR will perform the work described in the 12/06/2023 Scope of Services attached as Exhibit A (the “Services”). Exhibit A is incorporated into this agreement and its terms and schedules are binding on CONTRACTOR as a term hereof. At its discretion, MCWD may at any time suspend work or amend the Services to delete any task or part thereof by notifying CONTRACTOR in writing. Authorized work by CONTRACTOR on a task deleted or modified by MCWD will be compensated in accordance with paragraphs 5 and 6. Time is of the essence in the performance of the Services.

2. Independent Contractor

CONTRACTOR is an independent contractor under this agreement. CONTRACTOR will select the means, method and manner of performing the Services. Nothing herein contained is intended or is to be construed to constitute CONTRACTOR as the agent, representative or employee of MCWD in any manner. Personnel performing the Services on behalf of CONTRACTOR or a subcontractor will not be considered employees of MCWD and will not be entitled to any compensation, rights or benefits of any kind from MCWD.

3. No Subcontract or Assignment

CONTRACTOR will not assign, subcontract or transfer any obligation or interest in this agreement or any of the Services without the written consent of MCWD and pursuant to any conditions included in that consent. CONTRACTOR will subcontract with Don Geyer in accordance with Exhibit A, and MCWD hereby approves the use of Don Geyer as a subcontractor.

4. Duty of Care; Indemnification

CONTRACTOR will perform the Services with due care and in accordance with the terms of this agreement, and will be responsible for the subcontractor’s performance to the same standard. CONTRACTOR will defend MCWD, its board members, employees and agents from any and all actions, costs, damages and liabilities of any nature arising from; and hold each such party harmless, and indemnify it, to the extent due to CONTRACTOR’s or the subcontractor’s negligent or otherwise wrongful act or omission, or breach of a specific contractual duty. For any claim subject to this paragraph by an employee of CONTRACTOR or the subcontractor, the indemnification obligation is not limited by a limitation on the amount or type of damages, compensation or benefits payable by or for CONTRACTOR or the subcontractor under workers’ compensation acts, disability acts or other employee benefit acts.

Notwithstanding any other term of this agreement, MCWD waives no immunity in tort. This agreement creates no right in and waives no immunity, defense or liability limit with respect to any third party.

5. Compensation

MCWD will compensate CONTRACTOR for the Services in accordance with Exhibit A. Payment to CONTRACTOR is hourly, not to exceed \$5,948. Payment to subcontractor is lump sum as indicated. Direct costs and fish bounty payments are as indicated. Invoices will be submitted no more frequently than monthly. Payment for undisputed work will be due within 30 days of receipt of invoice. Total payment for the Services described in Exhibit A will not exceed \$25,748.00.

CONTRACTOR will maintain all records pertaining to fees or costs incurred in connection with the Services for six years from the date of completion of the Services. CONTRACTOR agrees that any authorized MCWD representative or the state auditor may have access to and the right to examine, audit and copy any such records during normal business hours.

6. Termination; Continuation of Obligations

This agreement is effective when fully executed by the parties and will remain in force until July 1, 2024 unless earlier terminated as set forth herein.

MCWD may terminate this agreement at its convenience, by a written termination notice stating specifically what prior authorized or additional tasks or services it requires CONTRACTOR to complete. CONTRACTOR will receive full compensation for all authorized work performed, except that CONTRACTOR will not be compensated for any part performance of a specified task or service if termination is due to CONTRACTOR's breach of this agreement.

Insurance obligations; duty of care; obligations to defend, indemnify and hold harmless; and document-retention requirements will survive the completion of the Services and the term of this agreement.

7. Insurance

At all times during the term of this Agreement, CONTRACTOR will have and keep in force the following insurance coverages:

- A. Commercial general liability: \$1.5 million or CONTRACTOR's actual coverage, whichever greater, each occurrence and aggregate, covering CONTRACTOR's work on an occurrence basis. Policy must cover standard commercial boat operator liability risk including accidental environmental release, and include contract liability for acts of the subcontractor.
- B. Automobile liability: \$1.5 million or CONTRACTOR's actual coverage, whichever greater, combined single limit each occurrence coverage for bodily injury and property damage covering all vehicles on an occurrence basis.
- C. Workers' compensation: in accordance with legal requirements applicable to CONTRACTOR.

CONTRACTOR will not commence work until it has filed with MCWD a certificate of insurance clearly evidencing the required coverages and naming MCWD as an additional insured for general liability, along with a copy of the additional insured endorsement establishing coverage for CONTRACTOR's work as primary coverage on a noncontributory basis. The certificate will name MCWD as a holder and will state that MCWD will receive written notice before cancellation, nonrenewal or a change in the limit of any described policy under the same terms as CONTRACTOR.

8. Compliance With Laws

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

In performing the Services, CONTRACTOR 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.

9. Data Practices

The requirements of Minnesota Statutes §13.05, subdivision 11, apply to this agreement.

10. Notices

Any written communication required under this agreement to be provided in writing will be directed to the other party as follows:

To MCWD:

Jill Sweet/Research and Monitoring Technician
Minnehaha Creek Watershed District
15320 Minnetonka Boulevard
Minnetonka MN 55345

To CONTRACTOR:

Mary Newman/Senior Environmental Scientist
WSB
701 Xenia Avenue S
Suite 300
Minneapolis, MN 55416

Either of the above individuals may in writing designate another individual to receive communications under this agreement.

11. Choice of Law; Venue

This agreement will be construed under and governed by the laws of the State of Minnesota. Venue for any action will lie in Carver County.

12. Whole Agreement

The entire agreement between the two parties is contained herein and this agreement supersedes all oral agreements and negotiations relating to the subject matter hereof. Any modification of this agreement is valid only when reduced to writing as an amendment to the agreement and signed by the parties.

Intending to be legally bound:

CONTRACTOR

By _____
Tony Havranek, Director of Fisheries

Date: _____

Approved as to Form and Execution

MCWD Attorney

MINNEHAHA CREEK WATERSHED DISTRICT

By _____
James Wisker, Administrator

Date: _____

Exhibit A
Scope of Services
Parley/Mud Lake Carp Removal

DRAFT