



Title: 2021 Box-Netting in Parley Lake

Resolution number: 21-039

Prepared by: Name: Tom Langer
Phone: 952-471-7873
tlanger@minnehahacreek.org

Reviewed by: Name/Title: Anna Brown / Planner – Project Manager

Recommended action: Authorization to Contract for 2021 Box Netting in Parley Lake

Schedule: Expected Start: 6/1/2020
Final Reporting: 12/1/2020

Budget considerations: Fund name and code: 500-5007 SMCHB Carp Management
Fund budget: \$567,000
Expenditures to date: \$448,860
Requested amount of funding: \$44,900

Past Board action:

Res # 17-036	Title: Authorization to request funds from Lessard Sams Outdoor Heritage Council
Res # 18-060	Authorization to execute contracts for carp removal
Res # 19-049	Authorization to execute contracts for carp removal
Res # 20-009	Authorization to execute contracts for winter commercial seining in SMCHB subwatershed
Res # 20-043	Authorization to Contract for 2020 Box-netting in Parley Lake
Res # 21-005	Authorization to Contracts for Winter Commercial Seines in SMCHB Subwatershed

Summary

In September 2017, the Lessard Sams Outdoor Heritage Council recommended the Six Mile Creek-Halsted Bay (SMCHB) Habitat Restoration Project for \$567,000 to the Minnesota State Legislature. The funding bill was approved by the legislature and funds were made available July 1, 2018 for project implementation.

The program takes a holistic and comprehensive approach to managing common carp in the SMCHB Subwatershed, consisting primarily of three management strategies:

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

Consistent with the accomplishment plan approved by the Lessard Sams Outdoor Heritage Council, the grant funds will be used to pay for the capital cost of barrier installation, utility installation for aeration, and the fish removal contracts. The Minnehaha Creek Watershed District (MCWD) match includes equipment for removal and monitoring, the aeration units, and design services for barriers.

Since 2018, staff made significant progress implementing each of the carp management strategies. Barrier installation is complete at all four locations, aeration sites have become operational, and removal efforts have carried through the last three years of implementation. Carp removal will be a primary focus for the remainder of grant implementation.

To-date, MCWD has successfully implemented both box netting and winter seining removal methods. In total we have removed approximately 20,230 carp totaling 185,000 pounds from the Subwatershed.

District staff consulted with WSB, Stantec, and Carp Solutions in Q1 of 2021 to develop a removal plan for 2021/22 within SMCHB subwatershed utilizing the remaining LSOHC grant dollars intended for carp removals. Approximately \$85,000 of grant funding remains for carp removals with plans to target six waterbodies with carp densities still exceeding 100kg/ha utilizing strategies appropriate for each waterbody. The first contract being brought forward as part of this plan is summer box netting on Parley Lake with Carp Solutions.

Summer Box Netting on Parley Lake

District staff recommend that the District enter into an agreement with Carp Solutions for 2021 box netting removal on Parley Lake. Carp Solutions has proposed 2021 box netting removal efforts in Parley Lake, where this removal method proved effective over the past two seasons. The 2021 contract proposes a modified approach based on the research conducted last year, incorporating fewer nets, a shorter baiting period, and a sensor in each net to trigger remote capture during peak carp visiting. Carp Solutions expects this approach to increase both the removal efficiency and cost-effectiveness of box-netting from previous years.

While the use of a box net is no longer a method uniquely employed by Carp Solutions, Carp Solutions has collaborated with the District over the past three years to research and optimize the box netting technique on Parley Lake. Carp Solutions' prior experience will improve effectiveness and efficiency, making them uniquely qualified to perform this work.

In order to manage the uncertainty related to the efficacy of this modified approach, staff have sought to structure the contract so that it limits upfront fees and makes no commitment to multiple events. Specifically, the contract incorporates performance based advancements, so that the second attempt will only occur if the first is successful, and there is a capped bounty reward structure to limit financial risk while rewarding removal success. The evaluation of success will be primarily driven by cost-effectiveness, as compared to previous year's box netting on Parley while also considering that there is becoming less carp to capture in the system.

The total contract cost is \$44,900. \$22,800 is allocated to labor equipment and reporting. The remaining \$21,000 is allocated to a carp bounty, which pays \$7.00/carp for the first 3,000 captured. Detailed fee schedules are provided in the supporting documents.

Supporting documents (list attachments):

- 1) SMCHB 2020 Carp Density Map
- 2) Parley Lake contract agreement
- 3) Parley Lake scope of work



RESOLUTION

Resolution number: 21-039

Title: Authorization to Contract for 2021 Box-Netting in Parley Lake

- WHEREAS, pursuant to Resolution 14-047 the MCWD Board of Managers 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, on October 10, 2013, the MCWD Board of Managers authorized the execution of a contract with Dr. Peter Sorenson and the University of Minnesota to conduct a three-year carp assessment of the SMCHB subwatershed to identify recruitment, carp census, and management strategies;
- WHEREAS, in September 2017, the Lessard Sams Outdoor Heritage Council recommended the SMCHB Habitat Restoration project for \$567,000 in funding, and the funding was approved by the MN Legislature in May 2018;
- WHEREAS, The District has outlined a carp removal strategy utilizing commercial seining, baited box-net trapping and trapping within stream channels during carp migration;
- WHEREAS, in 2019 & 2020, the District, working with Carp Solutions, LLC, performed baited box-net trapping on Parley Lake, and in 2021 will continue this work as an important element of the SMCHB Habitat Restoration project;
- WHEREAS, District policy specifies that the MCWD Administrator will not purchase professional services in excess of \$25,000 without competitive procurement;
- WHEREAS, Carp Solutions, LLC, and its principal, Dr. Przemek Bajer, have worked closely with the District to develop the use of baited box-net trapping within the Six Mile Creek subwatershed and, more specifically, were retained by the District in 2019 and in 2020 to utilize the technique on Parley Lake, and through this have developed a particular familiarity with the lake setting and a capability as to the use of the technique in this setting;
- WHEREAS, Carp Solutions, LLC, has provided a scope that District staff finds responsive to the 2021 program at a not-to-exceed fee that staff, in its experience, considers competitive;

NOW, THEREFORE, BE IT RESOLVED that on the basis of the specific experience of Carp Solutions, LLC, and the finding of District staff that the contract fee is competitive, the Minnehaha Creek Watershed District Board of Managers finds it appropriate to authorize a professional services contract with that firm without competitive process;

BE IT FURTHER RESOLVED that the District Administrator is authorized, on advice of counsel, to execute a contract with Carp Solutions, LLC, for services to remove common carp in Parley Lake within the Six Mile Creek-Halsted Bay Subwatershed, consistent with the Lessard-Sams Outdoor Heritage Council Grant Accomplishment Plan, in an amount not to exceed \$44,900.

Resolution Number 20- 043 was moved by Manager _____, seconded by Manager _____. Motion to adopt the resolution ___ ayes, ___ nays, ___ abstentions. Date: 5/27/2021

 Date: _____

Secretary

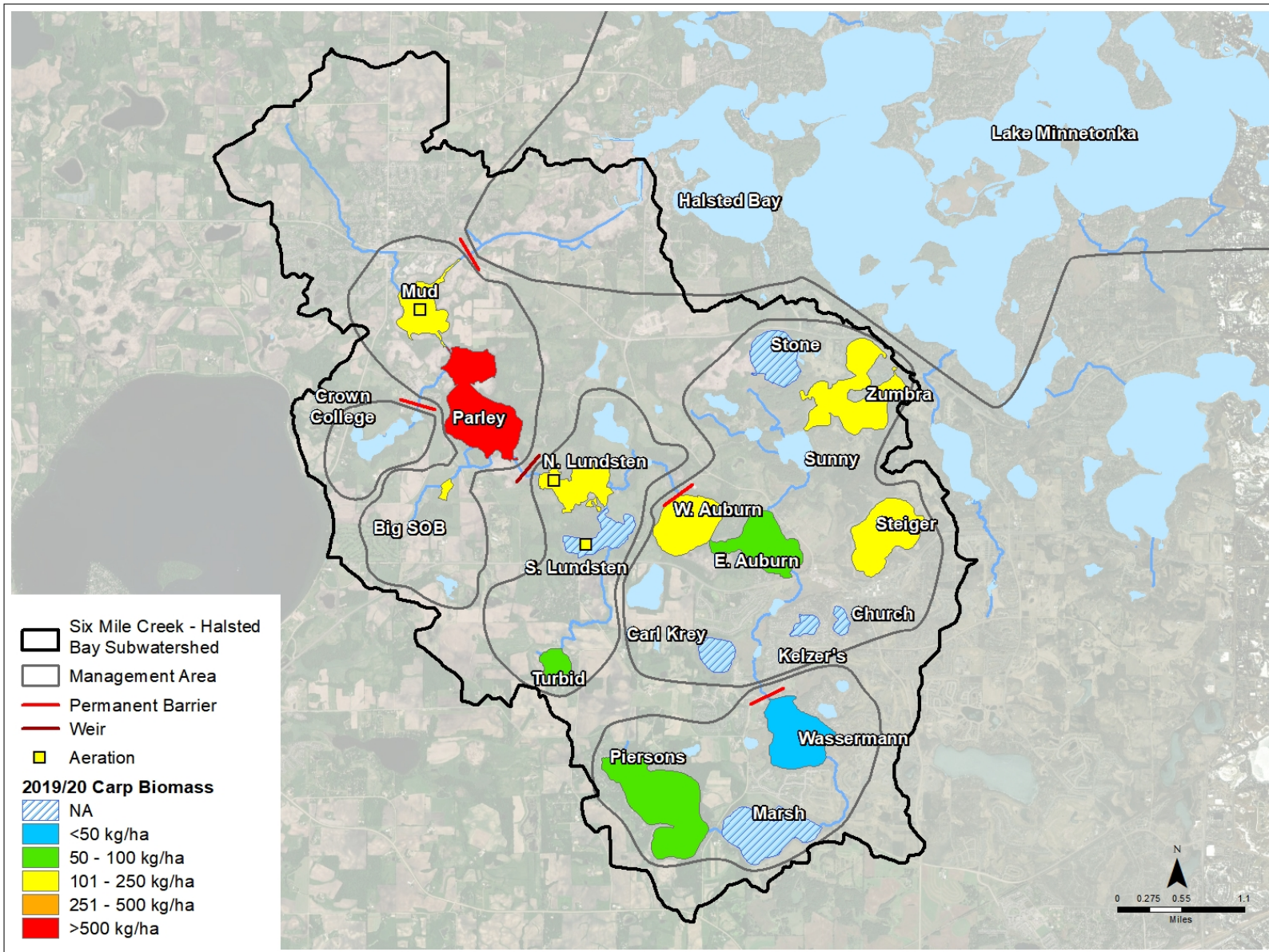


Figure 1. Six Mile Creek – Halsted’s Bay Subwatershed 2019/20 biomass with management areas & structures.

**AGREEMENT BETWEEN
MINNEHAHA CREEK WATERSHED DISTRICT and
Carp Solutions, LLC**

Carp Removal Services, Parley Lake

The Minnehaha Creek Watershed District (MCWD) and Carp Solutions (“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 5/27/2021 Scope of Services attached as Exhibit B (the “Services”). Exhibit B 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. 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 B. 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 will not exceed \$44,900.

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 1/31/2022 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.
- 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:

Aquatic Ecologist
Minnehaha Creek Watershed District
15320 Minnetonka Boulevard
Minnetonka MN 55345

To CONTRACTOR:

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 _____

Date: _____

Approved as to Form and Execution

MCWD Attorney

MINNEHAHA CREEK WATERSHED DISTRICT

By _____
James Wisker, Administrator

Date: _____

**Exhibit B
Scope of Services**

Draft



Proposal for carp management in Parley Lake

April 30, 2021

Prepared For: Minnehaha Creek Watershed District

Attn: Tom Langer

Prepared by:

Carp Solutions LLC

www.carpsolutionsmn.com

Removal of carp in Parley Lake using baited box-nets

Box-netting has shown to be an effective method of removing carp in Parley Lake in past years. Data from 2020 suggests that 4, 30'x60' nets spread throughout the lake will be effective. After installation, the nets need to be baited for at least 5-7 days. In each net, we will place an antenna that will scan for PIT tagged carp at the bait. This data will tell us how many carp are visiting the bait and when the best time to lift the nets is.

Once the carp are trained to aggregate at the baited sites, they will be captured, euthanized and removed. Captured fish will be examined for fin clips and PIT tags to estimate the population and percentage of population removed. A sample of fish will also be measured and weighed to estimate size structure and biomass removed.

We propose three rounds of box netting using 4 nets. Because different nets may have different feeding patterns, not all nets may be tripped on the same day. Nevertheless, three rounds of removal will be conducted in each net (12 netlifts total). The removal will occur between June 15 and September 30, 2021.

At the conclusion of this effort, we will provide a brief written report on the number, biomass, length structure of carp removed and PIT tags removed. The report will be submitted by January 31, 2022.

Cost

This work will be conducted at a not-to-exceed budget of \$44,900. According to the proposed payment schedule, the full payment would be realized only after capturing 3,000 carp, which is ~ 50% of the overall population. It is important to point out that as the population of Parley declines, capturing carp will become progressively more difficult.

The payment is structured to minimize the financial risk of the client and to make the payment proportional to the number of captured carp.

- 1) Net Install: \$3,840
- 2) Removal event #1: \$3,680
- 3) Removal event #2 (optional): \$3,680
- 4) Removal event #3 (optional): \$3,680
- 5) Net Decommission and Removal: \$1920
- 6) PIT antennas and data plan: \$6,000
- 7) Carp bounty for the first 3,000 carp captured will be paid at a bounty fee schedule of \$7.00/carp. Carp bounty for the 3,001 and beyond carp captured will be paid at a bounty fee schedule of \$0.00/carp. This fee schedule is proposed for an amount not to exceed \$21,000.

If the 1st attempt is considered unsuccessful, the client might decide not to continue this effort, unless separate arrangements are made.

The budget also includes \$600 for corn and \$500 for drafting and revising the report.

Baited box-net systems used by Carp Solutions are patented (US Patent# 10,959,416)