



# VILLAGE OF TWIN LAKES

105 East Main Street P O Box 1024 Twin Lakes, Wisconsin 53181  
Phone (262) 877-2858 Fax (262) 877-4019

## AGENDA

### LAKE PROTECTION AND REHABILITATION DISTRICT COMMISSIONERS' MEETING

**April 18, 2022**

### IMMEDIATELY FOLLOWING THE REGULAR BOARD MEETING

1. Call To Order
2. Pledge of Allegiance
3. Roll Call
4. Motion to approve minutes from the September 7, 2021 Lake Protection and Rehabilitation District Commissioners' Meeting.
5. Consideration of a motion to approve a quote from Wisconsin Lake & Pond Resource for lake weed treatment in an amount not to exceed \$14,511.
6. Adjourn

#### ROLL CALL:

ANDRES, Barb  
BOWER, Sharon  
KASKIN, Bill  
FITZGERALD, Kevin  
KAROW, Aaron  
PERL, Ken  
SKINNER, Howard

#### AGENDA COPIES TO:

MIGON, Tony  
VACANT  
BECKER, Pam/Skinner, Vicki  
NEAL, Bryan  
WAHLER, Rich  
VACANT  
Newspapers  
Post

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NOTICE IS HEREBY GIVEN THAT A MAJORITY OF THE VILLAGE BOARD AND/OR LAKE PROTECTION AND REHABILITATION DISTRICT BOARD OF COMMISSIONERS OR OTHER RELATED GOVERNMENTAL BODIES MAY BE PRESENT AT THIS MEETING TO GATHER INFORMATION ABOUT A SUBJECT OVER WHICH THEY HAVE DECISION MAKING RESPONSIBILITY. NO ACTION WILL BE TAKEN BY ANY GOVERNMENTAL BODY AT THIS MEETING OTHER THAN THE GOVERNMENTAL BODIES SPECIFICALLY REFERRED TO IN THIS INSTANT NOTICE. THIS CONSTITUTES A MEETING OF THE VILLAGE BOARD PURSUANT TO STATE EX REL BADKE VS. GREENDALE VILLAGE BOARD, 173 WIS 2D 553, 494 NW 2D 408 (1993), AND MUST BE NOTICED AS SUCH.

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4.)

## **LAKE PROTECTION & REHABILITATION DISTRICT COMMISSIONERS' MINUTES**

September 7, 2021 – Immediately following the Committee of the Whole  
Village Hall, 108 E. Main Street, Twin Lakes, WI

**CALL TO ORDER at 7:14 pm/PLEDGE OF ALLEGIANCE/ROLL CALL:** Present: Trustees Barb Andres, Sharon Bower, Kevin Fitzgerald, Bill Kaskin and President Howard Skinner. Present via Phone: Trustee Aaron Karow. Absent: Trustee Jeremy Knoll. Also Present: Police Chief Adam Grosz, Police Captain Katie Hall, Administrator Laura Roesslein, Clerk Sabrina Waswo

Skinner/Bower motion to approve minutes from the July 19, 2021 Lake Protection and Rehabilitation District Commissioners' Meeting. Motion carried 6-0.


Skinner/Bower motion to approve removing the USGS monitoring device from Lake Mary.  
This device was the least effective. It would get contaminated and not give off the correct readings. It was needed for 1 year to gather data, which has been met. Motion carried 6-0.

Skinner/Fitzgerald motion to approve an annual agreement with U.S. Geological Survey for two monitoring devices in an amount not to exceed \$11,000. Motion carried 6-0.

### **ADJOURN**

Skinner/Bower motion to adjourn at 7:16 p.m. Motion carried 6-0.

/s/Sabrina Waswo, Village Clerk



# Wisconsin Lake & Pond Resource LLC

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Aquatic Herbicide and Algaecide Applications  
Lake Management Planning and Services  
Pond Design and Development

March 10, 2022

Village of Twin Lakes  
Lakes Mary and Elizabeth  
Twin Lakes, WI 54948

Sent Via Email: [tonfymigon@yahoo.com](mailto:tonfymigon@yahoo.com)  
[roesslein@twinlakeswi.net](mailto:roesslein@twinlakeswi.net)

Re: Costs for 2022 Lake Management Activities

Dear Ms. Roesslein & Mr. Migon:

In response to your request, Wisconsin Lake & Pond Resource, LLC (WLPR), has prepared a cost estimate for comprehensive lake and aquatic plant management services for Lakes Mary and Elizabeth, Kenosha County. This scope of services briefly describes the proposed work plan, anticipated project schedule and estimated project costs. All work would be completed in accordance with applicable federal, state, and local regulations, as outlined below.

### **Work Scope**

These costs include labor, equipment, chemical costs, and direct costs to complete the described work plan. If more than one mobilization is required because DNR does not allow the treatment or it is outside of the allowable label parameters because of weather or other environmental factors, multiple mobilization charges may apply. Chemical and equipment costs are based on the referenced products, application rates and acreages and those costs are fixed as proposed, per unit labor costs generally increase as the treatment area decreases and are subject to change based on the final DNR approved treatment areas and application rates.

### **TASK 1.0 PREPARE WDNR & NPDES PERMIT APPLICATIONS - 2022**

WLPR will prepare the Wisconsin Department of Natural Resources (WDNR) permit application for chemical control using treatment areas and maps created by WLPR with assistance from the Client. Additional attachments required, including a draft legal publication if necessary, will be provided by WLPR to the Village. Any local publishing requirements in local newspaper(s) will be the responsibility of the Village. Once the permit application and riparian owner notifications are completed, they will be submitted to the DNR using the online electronic permit system. The Client is responsible for any WDNR permit fees.

### **TASK 2.0 EDUCATIONAL MAILING (OPTIONAL) - 2022**

A packet of information regarding the proposed treatment will be distributed to riparian property owners consistent with NR107.04 (3) that are located within or adjacent to the permitted application (150') areas. It is assumed that the Client will provide an Excel spreadsheet mailing list of all riparian property owners to WLPR. ***It is also assumed for the purposes of this proposal that this Task will be completed by the lake group,*** and it must be completed at least 15 days prior to the chemical treatment. All pertinent information for notification will be provided by WLPR.



### TASK 3.0 HERBICIDE TREATMENT TARGETING EURASIAN WATER-MILFOIL & GENERAL NAVIGATIONAL NUISANCE SPECIES - 2022

WLPR would treat areas of the Lakes consistent with the permitted application areas for AIS and/or general species causing a navigational nuisance. Initial treatment would in May and during periods of calm wind (<7 mph). If liquid, the herbicide would be injected subsurface through trailing hoses or it may be applied with a forced air blower for granular products. Product by application areas is included below. All products chosen have shown good success in controlling target species throughout Wisconsin.

The application would be completed to areas of known active EWM growth mapped during past surveys. Application is anticipated to take place in early May. Proposed rates and overall product requirements for EWM control in Elizabeth Lake are outlined by treatment areas in the table below. Control of EWM in target areas in Elizabeth Lake was excellent in 2021. No EWM control is necessary in Lake Mary.

Some locations of the lakes can see dense growth of native aquatic plant species that may cause a nuisance to navigation. In particular, areas A-D in Lake Elizabeth and areas A and B in Lake Mary were noted as locations that see a navigational nuisance. WLPR will manage these for reduction of nuisance conditions during an initial application at the same time as control actions for EWM. **Many nuisance treatment lanes require multiple control actions throughout the growing season. Follow up applications may be necessary and may be completed if these areas are noted to be experiencing dense growth later during the summer by the Client.**


All products proposed are registered by the EPA, DATCP, and the WDNR for use in Wisconsin to remove populations of target aquatic plant growth. Areas seeing nuisance growth from non-algal species will be treated with a 2:3 mixture of the active ingredients diquat and liquid copper. For cost-estimation of a second nuisance application, if necessary, a total treatment to 6.3 acres is supplied.

Lake	Area	Size (ac)	Avg. Depth (ft)	Product	Rate	Product Required	Target
Elizabeth	A	2	4	copper:diquat	up to 3:2 gal/ac	6:4 gal	EWM/NAV
	B	1.7	3	copper:diquat	up to 3:2 gal/ac	4.25:2.5 gal	EWM/NAV
	C	1	4	copper:diquat	up to 3:2 gal/ac	3:2 gal	NAV
	D	1.6	3	copper:diquat	up to 3:2 gal/ac	4:2.4 gal	NAV
	D-1	1.4	3	ProcellaCOR EC	5 PDU/ac-ft	21 PDU	EWM
	TOTAL	7.7	---	---	---	---	---
Mary	A	1.6	3	copper:diquat	up to 3:2 gal/ac	4:2.4 gal	NAV
	B	0.8	3	copper:diquat	up to 3:2 gal/ac	2:1.2 gal	NAV
	TOTAL	2.4	---	---	---	---	---

### Task 5.0 AQUATIC PLANT SURVEYS AND MAPPING - 2022

WLPR will conduct limited late-season aquatic plant surveys on Lakes Mary and Elizabeth to assess 2022 management options and prepare for 2023. Approximate schedule for the survey is late August or early September, 2022 to ensure any aquatic plants present can be collected and identified. Data collected at each sample point will include species presence, density, depth, GPS location, and bottom substrate. This data will be compiled in the WDNR spreadsheet (WiAPMS.xl) and submitted to the Village. Data collected will be used to create maps of any aquatic invasive species present and will be compared with historical data to assess ongoing results of AIS control and plan for potential management in 2023.





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## **ESTIMATED COST**

Work can begin on this project once a signed contract is received. All field work will be coordinated with the Client and the WDNR. WLPR will work with the Client to ensure the treatment is completed and effective prior to significant use times such as weekends and holidays.

### **Task 1.0** Prepare WDNR Permit Application and Notices - 2022

Prepare WDNR Permit and Treatment Notices	\$250.00
WDNR Permit Fee for Lake Elizabeth & Lake Mary*	\$323.50
<b>TOTAL COST Task 1.0</b>	<b>\$573.50</b>

### **Task 2.0** Educational Mailing (*optional*) Base fee \$250 + \$1.50 each piece mailed = **\$Actual Costs**

### **Task 3.0** Herbicide Treatment of EWM and General Nuisance Species- 2022

#### **EWM & Navigational Treatment – Elizabeth & Mary Lakes:**

Mobilization, equipment, & vehicle/boat cost	\$675.00
Labor: Total Treatment area of 10.1 acres * \$200/acre	\$2,020.00
ProcellaCOR EC to Areas D-1 (21 PDU)	\$1,312.50
Liquid diquat & copper to Areas A-D and Lake Mary (23.25:14.5 gal)	\$2,648.00
<b>Subtotal Cost</b>	<b>\$6,655.50</b>

#### **Follow-up Navigational Treatment – Elizabeth Lake (if necessary):**

Mobilization, equipment, & vehicle/boat cost	\$675.00
Labor: Total Treatment area of 6.3 acres * \$200/acre	\$1,260.00
Liquid diquat & copper up to 3:2 gal/ac to Areas A-D (18.75:10.9 gal)	\$2,072.00
<b>Subtotal Cost</b>	<b>\$4,007.00</b>

### **Task 5.0** Aquatic Plant Surveys and Mapping - 2022

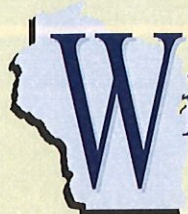
Labor Cost – survey of both lakes	\$2,000.00
Mobilization, equipment, and vehicle/boat charge	\$675.00
Mapping & data entry	\$600.00
<b>Subtotal Cost</b>	<b>\$3,275.00</b>

### **Total Costs Tasks 1.0-5.0 - 2022**

**\$14,511.00**

**\* WDNR permit fee includes an on-line convenience fee of 2.5% as charged by the WDNR. Treatment record(s) will be completed at no cost.**

WLPR offers our clients a complete package of insurance including statutory liability, comprehensive general liability, automobile liability, errors and omissions and pollution liability. A copy of which is available upon request, or execution of this contract. A copy of regulatory and/or lake client references is available upon request.



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**PAYMENT TERMS & CONDITIONS**

Payment for services and expenses are due upon receipt, and will accrue interest after 30 days. Final reports will be withheld until all payments are made in full. Invoices for the services performed will be submitted either upon completion of such services or on a monthly basis. Refer to the attached Agreement for additional terms and conditions.

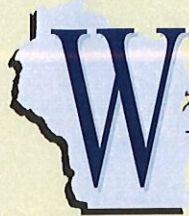
We are pleased to submit this proposal and trust this information meets your needs. The above-stated fee proposed for this scope of services is valid for 90 days from the date of this proposal and are subject to annual adjustments. Upon review and acceptance of the proposal and attached Standard terms and Conditions, please return a signed copy of this Agreement in its entirety via mail, fax or email, keeping one copy for your records.

If you have any questions, or require any additional information, please don't hesitate to contact us at (920) 872-2032 or via email at [jim@wisconsinlpr.com](mailto:jim@wisconsinlpr.com). We thank you for this opportunity and look forward to working with you on this project.

Sincerely,

Jim Scharl  
Senior Biologist – Lake Services Manager





Wisconsin

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## Terms and Conditions

The following Terms and Conditions are attached to and form part of a proposal for lake management services to be performed by Wisconsin Lake & Pond Resource, LLC (herein after referred to as WLPR) when the Customer authorizes WLPR to proceed with the services, shall constitute the AGREEMENT. This shall encompass all related lake management services for the Client, unless already under contract with another provider for additional or similar services at the time of this Agreement.

### **SERVICE, EQUIPMENT & MATERIAL COSTS: *SEE ATTACHED PROPOSAL FOR A BREAKDOWN OF SPECIFIC COSTS***

Travel, mileage or lump sum mobilization charge per each service date if applicable, will be based on the site location as outlined in the proposal. Additional services that are specifically requested by the Customer, and that are not covered in this contract, will be billed at a flat rate of \$75 - \$100/hour/employee or quoted per project.

**BILLING AND TERMS:** Balance of payment will be due upon receipt of invoice. A late payment fee of \$15, plus financing charges of 1.5% per month, will be applied to balances more than 30 days past due.

**PERMITS:** It is understood by both parties that state, federal, and/or local permits may be required prior to performing aquatic management, installation or construction services. WLPR will provide assistance in completing the permit(s) as outlined in the proposal and provide permit applications to the Customer, the Customer hereby agrees and is responsible to sign and submit said permit(s) with the appropriate fees to each required governmental entity prior to commencement of aquatic management services performed by WLPR. The Customer understands and agrees there may be certain liabilities and responsibilities within these permits.

**PROFESSIONAL EXPECTATIONS AND LIABILITY:** WLPR shall provide professional trained, insured and licensed staff to perform aquatic management, installation or construction services. WLPR staff shall exercise reasonable standard of care and will comply with the labeled requirements of all E.P.A. registered aquatic pesticides pertaining to transportation, application and disposal, and will also post required warning signs that list any water use restrictions indicated on the label. Therefore, WLPR is not liable for personal, environmental or property damages that may occur as a result of applications of aquatic pesticides.

**INDEMNITY:** Customer agrees to defend, indemnify and hold WLPR harmless against any claim, demands, losses, liabilities, actions, lawsuits, arbitrations, or expenses of whatever nature, that may be brought against WLPR, relating to the management services provided pursuant to this Agreement, with the exception of claims arising directly out of alleged negligent conduct of WLPR's staff while actually performing the services which are the subject of this Agreement.

**BUDGET:** A budgetary range has been established based on multiple criteria. While the recommended budget is required to successfully manage the described waters, WLPR reserves the right to request adjust the budget amount if there is a change in the scope, size of the management areas, product or application rates. If this results in additional costs to the Customer, this request, with the change in scope will be in submitted in writing and shall be approved by the Customer, prior to the work being completed.





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**ENVIRONMENTAL LOSS:** While WLPR staff shall make every effort to reduce the risk of loss of non-target aquatic life, including fish, this risk remains inherent with any aquatic management, installation or construction services. Therefore WLPR is not liable for any non-target loss, the Customer understands and accepts the risks associated with potential aquatic management activities.

**SITE ACCESS:** Customer agrees to provide a suitable vehicle access and boat launch to Customer's waters, if there is a fee to launch the Customer agrees to waive (if possible) or alternatively reimburse said launch fees, as part of the project costs billed to the Customer. In the absence of suitable access and launch, WLPR shall not be liable for damages done to lawns, shorelines or other property that may occur during access to the waterway.

**TERMINATION:** Either party may termination this agreement without cause upon 30 days written notice. Upon termination by either party, the Customer shall pay all outstanding fees for services render under this agreement to the effective date of termination.

**WARRANTY:** Aquatic Applications - given the numerous environmental variables associated with aquatic applications, no product performance guaranty or warranty, other than those provided by the manufacturer, are given or implied. Motors, electrical equipment, and components – warranties vary on these items due to different manufacturers. Please inquire with WLPR regarding specific warranties.

**CUSTOMER AUTHORIZATION:** The attached Proposal (and/or subsequent work orders or task revisions) and above Terms and Conditions, are satisfactory and are hereby accepted. WLPR is authorized to perform all of the work as described.

WLPR Representative: \_\_\_\_\_

Date: 03/10/2022

Customer: \_\_\_\_\_

Date: \_\_\_\_\_

Authorized Representative Signature: \_\_\_\_\_

Customer Contact Name (Printed): \_\_\_\_\_

Email: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Customer Billing Address: \_\_\_\_\_

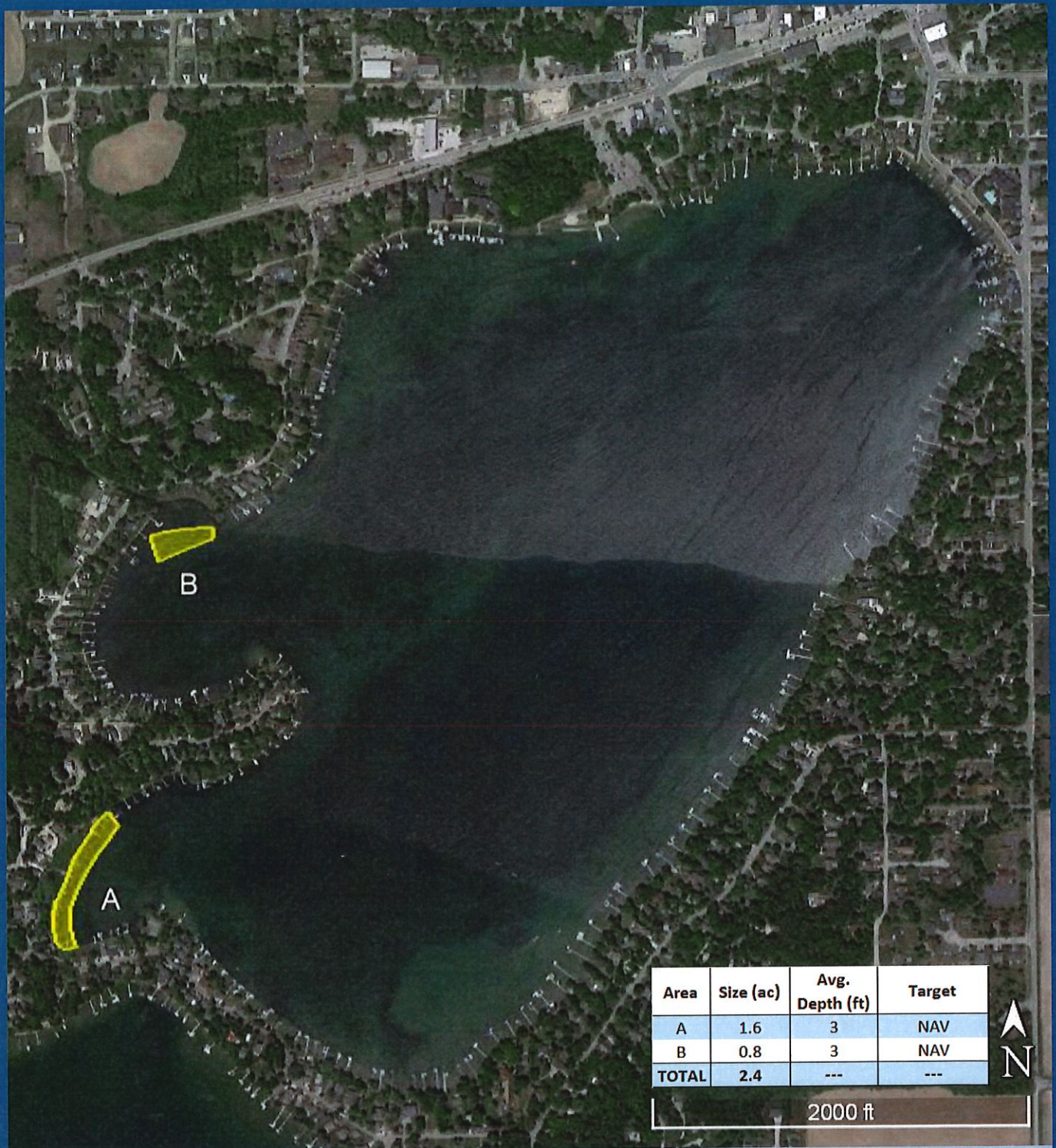


Area	Size (ac)	Avg. Depth (ft)	Target
A	2	4	EWM/NAV
B	1.7	3	EWM/NAV
C	1	4	NAV
D	1.6	3	NAV
D-1	1.4	3	EWM
<b>TOTAL</b>	<b>7.7</b>	<b>---</b>	<b>---</b>



## 2022 Management Locations





## 2022 Management Locations



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Lake Mary  
Kenosha County, WI