



MEMORANDUM
Comfort Lake-Forest Lake Watershed District

Date: June 13, 2023
To: CLFLWD Board of Managers
From: Mike Kinney, District Administrator
Subject: 2023 Forest Lake Cooperative AIS Agreement



Background/Discussion

Prior to 2022, the Forest Lake Lake Association (FLLA) and Comfort Lake-Forest Lake Watershed District (CLFLWD) would request reimbursements from the City of Forest Lake for lake management activities at the end of each open-water season. Lake management activities included AIS treatments, watercraft inspections, native plant harvesting, and various lake equipment upgrades to City owned docks and buoys. These reimbursements would be paid using the City’s left-over budgeted lake management funds. This process was informal in nature as it did not have an agreement in place to provide specific structure to the partnership. To formalize this process and improve transparency to the City and public, the three parties executed a Cooperative AIS Management Agreement in 2022.

The agreement partnered the three entities to support lake management activities related to Forest Lake up to a combined total of \$150,000. Each entity would be responsible for funding their percent split of the overall expenses on Forest Lake each year. If a party spends less than its commitment, then it will reimburse the others to maintain the stated percentage split structure. If all three parties spent their committed amounts, no reimbursements would be issued for anyone’s expenditures above that amount. The only major change to the agreement for 2023 is the addition of creating a reserve fund of unspent monies from any given year. Unspent funding from each party’s budget would be reserved for the following seasons and could potentially help fund activities that exceed the \$150,000 limit. Only lake management activities agreed upon in this agreement are eligible for funding and reimbursements.

Recommended Motion

Staff recommends the Board approve the 2023 City of Forest Lake, FLLA, and CLFLWD AIS Agreement and authorize the District Administrator to take any further steps necessary to execute the agreement, with advice from legal counsel.

Proposed Motion: Manager _____ moves to authorize the [Board President/District Administrator] to execute the _____ agreement, on advice of counsel and with any final, non-substantive changes.

Attached

2023 City of Forest Lake, FLLA, and CLFLWD AIS Agreement

FUNDING SUPPORT AGREEMENT
for AQUATIC INVASIVE SPECIES and Lake MANAGEMENT Activities on FOREST LAKE

THIS FUNDING SUPPORT AGREEMENT is made this 12th day of June, 2023 by and among the Comfort Lake-Forest Lake Watershed District ("District"), the City of Forest Lake ("City"), a Minnesota municipal corporation, and the Forest Lake Lake Association ("FLLA"), a 501c(3) non-profit organization hereafter collectively referred to as "Parties", and individually as "Party."

WHEREAS, the District has adopted its "2022-2031 Watershed Management Plan," effective August 26, 2021, ("WMP") pursuant to Minnesota Statutes §103B.231;

WHEREAS the WMP provides that the District will carry out a program to manage aquatic invasive species ("AIS") within the District's lakes, to prevent the spread of AIS, protect water quality, enhance ecological integrity and diversity, and maintain lake recreational use;

WHEREAS, the WMP implementation plan, at paragraphs 3011-B through 3011-H, describes AIS program elements including watercraft inspections; providing AIS signage and cleaning and disposal equipment at launch sites; performing aquatic macrophyte surveys; establishing and carrying out AIS early detection, rapid response, and prevention actions; conducting pilot work and research on AIS control; managing and removing AIS from lakes; and managing common carp to protect native plant communities ("WMP Plan").

WHEREAS, the City views the District's WMP Plan for Forest Lake as beneficial for the health, safety and welfare of the City, and the City and the FLLA wish to support the District's efforts by contributing funding;

WHEREAS, it is difficult to prepare for unseen challenges to AIS and Lake Management Activities. To help provide an opportunity for faster response and offset possible financial burdens, each party will create a reserve fund. If a party does not spend its total annual commitment, the remaining balance will be placed in a reserve fund. This reserve fund will be capped at the party's annual contribution. Once the Reserve Fund has reached its cap, the party may choose at its own discretion what to do with further additional funding;

WHEREAS, the parties entered into, and implemented, a funding agreement for calendar year 2022, and desire to entire into a funding agreement for calendar year 2023, for the WMP Plan for Forest Lake.

NOW, THEREFORE, the City, FLLA, and District enter into this Agreement and hereby agree as follows:

1. The District, will carry out AIS management activities on Forest Lake in accordance with paragraphs 3011-B through 3011-H of its WMP implementation plan.
2. The City will conduct native plant harvesting and other lake management activities to support the recreational quality of the lake.
3. FLLA will perform AIS management activities as determined by FLLA.

4. The parties agree to spend, in calendar year 2023, the following amounts on activities described in paragraph 1 through 3:

City:	\$63,750 (42.5%)
District:	\$63,750 (42.5%)
FLLA:	\$22,500 (15%)

up to a combined maximum by all 3 parties of \$150,000. By November 15, 2023, each party will share with the others the documentation for its expenditures. If any party has not met its maximum spending commitment, reimbursement among the parties will occur so that the total expenditure is distributed in accordance with the stated percentages.

5. Expenditures that count toward a party's commitment include services and materials purchases, equipment rental, staff costs, and hired contractor costs. Expenditures covered by grant funds are not counted towards the totals in paragraph 4.
 - a. The City may count expenditures for native plant harvesting. However, pursuant to the District's WMP, the District cannot participate in the removal of native aquatic plants, including the reimbursement to others for such activities. Therefore, harvesting expenditures will not count in determining the amount of reimbursement the District must provide should it fail to meet its spending commitment.
6. If a party does not meet its spending commitment in paragraph 4, above, it will establish a reserve in the amount by which its spending, plus the amount it has reimbursed the other parties under paragraph 4, falls short of its commitment. The reserve for each party will be capped at its respective one-year financial commitment, as listed under paragraph 4. At a time of its choosing, it will spend the reserve for purposes described in this agreement, and will inform the other parties when it has done so.
7. This agreement is for the purpose of establishing mutual funding commitments for the District's WMP Plan for Forest Lake. Each party is responsible for the activities it elects to perform and no party assumes responsibility for the activities of another party. As between the District and the City, this is not a joint powers agreement and neither party agrees to be responsible for the acts or omissions of the other party within the meaning of Minnesota Statutes 471.59, subd. 1a(a).
8. The District, City and FLLA are performing the work subject to this agreement in reliance on each other's funding as herein provided. The City, District, and FLLA intend that this agreement be legally binding.
9. Official contacts for the administration of this agreement are:

City of Forest Lake
Dave Adams, Public Works Superintendent
Dave.Adams@ci.forest-lake.mn.us

Comfort Lake-Forest Lake Watershed District
Garrett Miller, Watershed Assistant
garrett.miller@clflwd.org

Forest Lake Lake Association
Jerry Grundtner, President
jgrundtner@msn.com

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In Witness Hereof, this Agreement is executed on the date first above written.

Comfort Lake Watershed District

By: _____

Mike Kinney, Administrator

Date: _____

City of Forest Lake

By:  _____

Mara Bain, Mayor

Date: 06/12/23 _____

By:  _____
Attest: Karin Derauf, Deputy City Clerk

Date: 06/12/23 _____

Forest Lake Lake Association

By: _____

Jerry Grundtner, President

Date: _____