



VILLAGE OF TWIN LAKES

105 East Main Street P O Box 1024 Twin Lakes, Wisconsin 53181
Phone (262) 877-2858 Fax (262) 333-3286

AGENDA

LAKE PROTECTION AND REHABILITATION DISTRICT COMMISSIONERS' MEETING

April 15, 2024

FOLLOWING THE REGULAR BOARD MEETING

1. Call To Order
2. Pledge of Allegiance
3. Roll Call
4. Consideration of a Motion to approve minutes from the July 5, 2023 Lake Protection and Rehabilitation District Commissioners' Meeting.
5. Discussion and possible action to approve a work order with Wisconsin Lake and Pond Resource LLC for 2024 lake weed treatment.
6. Adjourn

ROLL CALL:

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

AGENDA COPIES TO:

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

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.

“People Working Together”
www.villageoftwinlakes.net

LAKE PROTECTION & REHABILITATION DISTRICT COMMISSIONERS' MINUTES

July 5, 2023 – Immediately following the Committee of the Whole
Village Hall, 105 E. Main Street, Twin Lakes, WI

CALL TO ORDER BY PRESIDENT SKINNER AT 8:17 PM/PLEDGE OF ALLEGIANCE/ROLL

CALL: Present: Trustees Sharon Bower, Aaron Karow, Kevin Fitzgerald, Bill Kaskin, Ken Perl, President Howard Skinner. Absent: Trustee Barb Andres. Also Present: Administrator Laura Roesslein, Interim Police Chief Katie Hall.

Skinner/Karow motion to approve minutes from the March 20, 2023 Lake Protection and Rehabilitation District Commissioners' Meeting. Motion carried 6-0.

Skinner/Bower motion to approve the draft 2024 Annual Budget and proposed Tax Levy for the Lake Protection & Rehabilitation District and direct that it be published. Motion carried 6-0.

Skinner/Bower motion to approve the Agenda for the 2023 Annual Meeting of the Lake Protection and Rehabilitation District. Motion carried 6-0.

ADJOURN

Skinner/Fitzgerald motion to adjourn at 8:20 p.m. Motion carried 6-0.

/s/Sabrina Waswo, Village Clerk



5.)
Professional Pond Management
Aquatic Herbicide and Algaecide Applications
Lake Management Planning and Services
Pond Design and Development

March 26, 2024

Village of Twin Lakes
Lakes Mary and Elizabeth
E-mail to: villageadmin@twinlakes.gov, tonyfmigon@yahoo.com, & deanandpamtodaro@gmail.com

Re: Costs for 2024 Lake Management Activities

Dear Ms. Roeslein, Mr. Migon, and Mr. Todaro:

In response to your request, Wisconsin Lake & Pond Resource (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 & WPDES PERMIT APPLICATIONS

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)

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 EWM & GENERAL NAVIGATIONAL NUISANCE SPECIES

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 be 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.

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 area A 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 of EWM growth in Lake Elizabeth (Areas E-H) will be controlled with ProcellaCOR EC at prescribed rates. All remaining areas on Lakes Elizabeth and Mary seeing nuisance growth from non-algal species will be treated with a mixture of the active ingredients flumioxazin, liquid copper, and diquat at rates of 0.125, 0.111, and 0.245 ppm, respectively. All treatment area dimensions and rates are included below.

Lake	Area	Size (ac)	Avg. Depth (ft)	Product	Rate	Target
Elizabeth	A	2	4	flumioxazin:copper:diquat	0.125/0.111/0.245 ppm	EWM/NAV
	B	1.1	3	flumioxazin:copper:diquat	0.125/0.111/0.245 ppm	EWM/NAV
	C	0.5	4	flumioxazin:copper:diquat	0.125/0.111/0.245 ppm	NAV
	D	1.7	3	flumioxazin:copper:diquat	0.125/0.111/0.245 ppm	NAV
	E	0.5	3	ProcellaCOR EC	5 PDU/ac-ft	EWM
	F	0.9	5	ProcellaCOR EC	4 PDU/ac-ft	EWM
	G	1.1	5	ProcellaCOR EC	4 PDU/ac-ft	EWM
	H	1.9	4	ProcellaCOR EC	4 PDU/ac-ft	EWM
	TOTAL	9.7	---	---	---	---
Mary	A	1.6	3	flumioxazin:copper:diquat	0.125/0.111/0.245 ppm	NAV
	TOTAL	1.6	---	---	---	---

Task 4.0 AQUATIC PLANT SURVEYS AND MAPPING

WLPR will conduct limited late-season aquatic plant surveys on Lakes Mary and Elizabeth to assess 2024 management options and prepare for 2025. Approximate schedule for the survey is late August or early September, 2024 to ensure any aquatic plants present can be collected and identified. Data collected 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 2025.

SCHEDULE AND 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. Sediment sampling is anticipated to take place as early as possible once WDNR approval of the sampling plan is received.

Task 1.0 Prepare WDNR Permit Application and Notices

Prepare WDNR Permit and Treatment Notices	\$250.00
WDNR Permit Fee for Lake Elizabeth & Lake Mary*	\$348.50
TOTAL COST Task 1.0	\$598.50



WISCONSIN
LAKE & POND RESOURCE
a Jones Lake Management Partner

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

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

Initial EWM & Navigational Treatment – Elizabeth & Mary Lakes:

Mobilization, equipment, & vehicle/boat cost	\$675.00
Labor: Total Treatment area of 11.3 acres * \$175/acre	\$1,977.50
ProcellaCOR EC to Areas E-H (79 PDU)	\$5,925.00
Flumioxazin, diquat, & copper Areas A-D and Lake Mary	\$2,407.00
Subtotal Cost	\$10,984.50

Follow-up Navigational Treatment – Elizabeth & Mary Lakes (if requested):

Mobilization, equipment, & vehicle/boat cost	\$675.00
Labor: Total Treatment area of 6.9 acres * \$175/acre	\$1,207.50
Flumioxazin, diquat, & copper Areas A-D and Lake Mary	\$2,407.00
Subtotal Cost	\$4,289.50

Task 5.0 Aquatic Plant Surveys and Mapping

Labor Cost – survey of both lakes	\$2,400.00
Mobilization, equipment, and vehicle/boat charge	\$675.00
Mapping & data entry	\$800.00
Subtotal Cost	\$3,875.00

Total Costs Tasks 1.0-5.0 (initial treatment only) **\$15,458.00**

* 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.

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. 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

LAKE & POND RESOURCE

a Jones Lake Management Partner

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

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, and together with the proposal shall constitute the AGREEMENT. This shall encompass all related lake management services for the Client, unless the Client is 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. Any such additional services will be presented to the Customer as a quote and will not commence until the Customer approves the quote for additional services.

BILLING AND TERMS: Balance of payment will be due upon receipt of invoice. A late payment fee of 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 an adjustment to 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, a change order identifying the change



WISCONSIN
LAKE & POND RESOURCE
a Jones Lake Management Partner

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

in scope and associated cost(s) will be in submitted in writing to the Customer. Any work and/or services associated with a change order will only commence upon Customer's written acceptance of the change order.

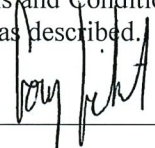
ENVIRONMENTAL LOSS: While WLPR staff shall make every effort to reduce the risk of loss of non-target aquatic life, including fish, this risk remains inherent with any aquatic management, installation, or construction services. Therefore, WLPR is not liable for any non-target loss, the Customer understands 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: 03/27/20024

Customer: _____ Date: _____

Authorized Representative Signature: _____

Customer Contact Name (Printed): _____

Email: _____ Phone Number: _____

Customer Billing Address: _____

Laura Roesslein

From: Jim Scharl <jim@wisconsinlpr.com>
Sent: Wednesday, March 27, 2024 4:21 PM
To: Laura Roesslein; Dean And Pam; Tony Migon
Subject: Twin Lakes - 2024 management agreement
Attachments: Twin_Lakes_management_proposal_2024.pdf; TwinLakes_figures.pdf

Good afternoon all!

Attached are a couple items - the 2023 EWM mapping results and 2024 treatment areas along with the 2024 management proposal. First, I'd like to go over the results of the 2023 whole-lake aquatic plant survey.

During the survey and as shown on the maps (Figures 1 & 2) we used the following densities to describe the invasive species populations, primarily Eurasian water-milfoil, on the lakes:

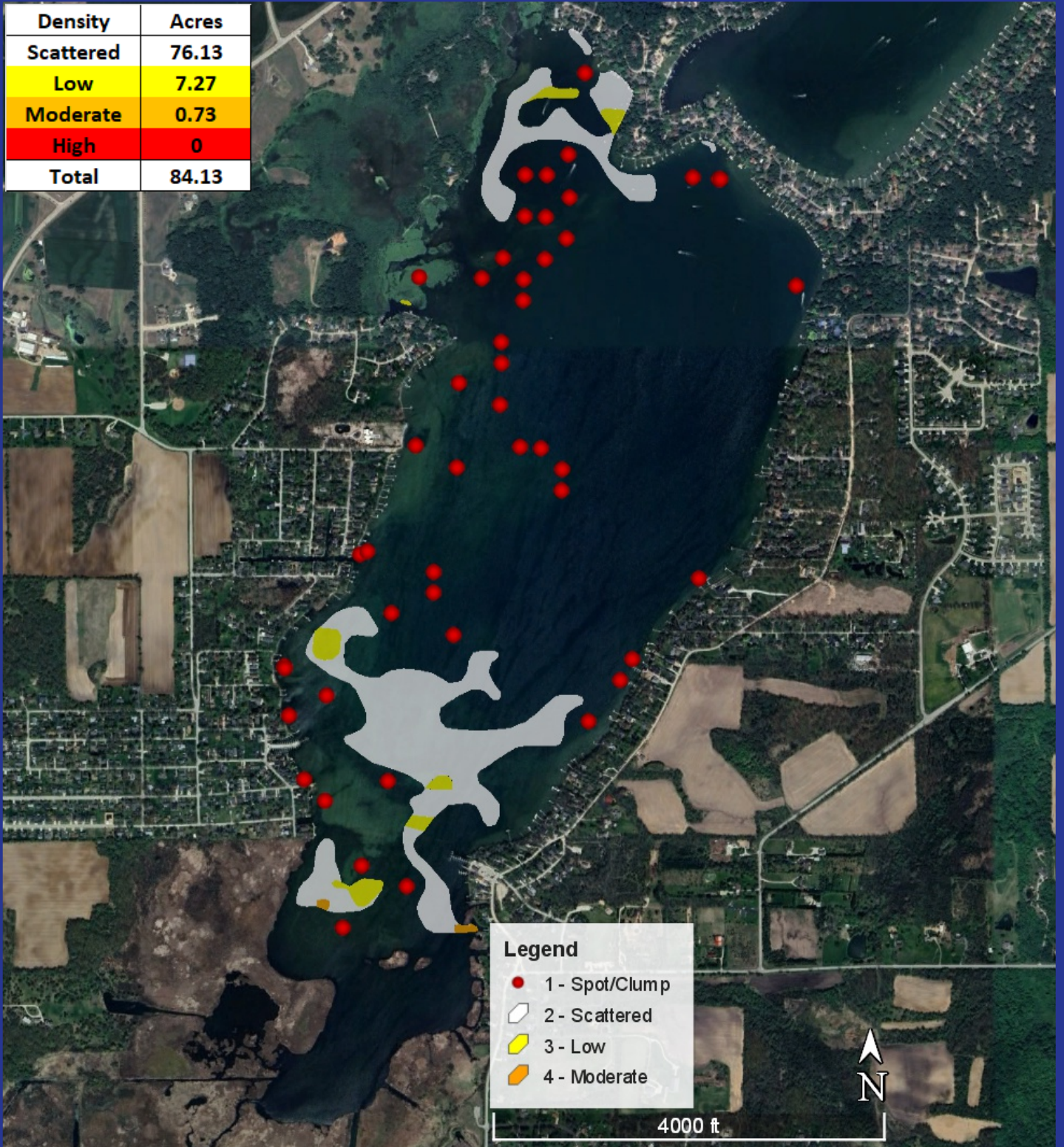
1. **Spots** - small locations of individual plants or clumps that were not large enough to map around their perimeter.
2. **Scattered** - locations of EWM that had plants close enough to map as an area, but were still widely scattered. EWM is merely present and not a large component of the biomass.
3. **Low** - EWM identified in distinct beds. While individual plants or clumps may reach the surface, most are lower growing or not as dense, often mixed with other vegetation.
4. **Moderate** - EWM occupies over half the water column with many plants or clumps at or just below the surface. Few other plant species were found.
5. **High** - locations of EWM that were at or near the surface and occupied much of the water column. EWM may be the only plant found growing in these locations.

For Lake Elizabeth the native community was of high diversity for this region of the State with 22 total species present, 21 being native. During the survey plants were found to a maximum depth of 16.5 ft and had 2.66 species per site with vegetation - all very good indicators! EWM was the third most common species sampled, behind muskgrass (chara) and spiral ditch grass. This is not necessarily a bad thing as a very large majority of the EWM found was very very widely scattered (white areas on the map). These are areas where it was close enough to map as a loose bed, not dense enough to warrant any active management. There are many lakes in Wisconsin with EWM that have large populations of scattered plants just like here.

There were a couple dense patches of EWM that we mapped and called out for control in 2024. They are shown on Figure 3 as areas E-H and generally smaller in size (less than 2.0 acres) and in locations that were close to shore or high use areas that could be chopped up by boating and spread easily. The rest of the areas on Figure 3 are the typical dense growth areas of a mix of native species with scattered EWM that can grow dense enough to limit navigation. We had good reports from residents in the west channel (Area A) on improved results from our updated mix in 2023.

For Lake Mary we found hardly any EWM, only a few scattered stems (Figure 2). We found 16 total species, 15 native, and found them growing to a maximum depth of around 14-ft. What we found is typical of the Lake from past surveys, Lake Mary has always had a bit less diversity than Elizabeth. This is primarily due to a bit different water chemistry with less available nutrients or soft-sediment areas and growth favors plants that thrive in harder water - such as muskgrass, sago pondweed, and spiral ditch grass. Going into 2024, there are no locations dense enough for EWM control in Lake Mary, just the typical stretch that can occasionally see dense growth along a stretch of piers (Figure 4).

Density	Acres
Scattered	76.13
Low	7.27
Moderate	0.73
High	0
Total	84.13

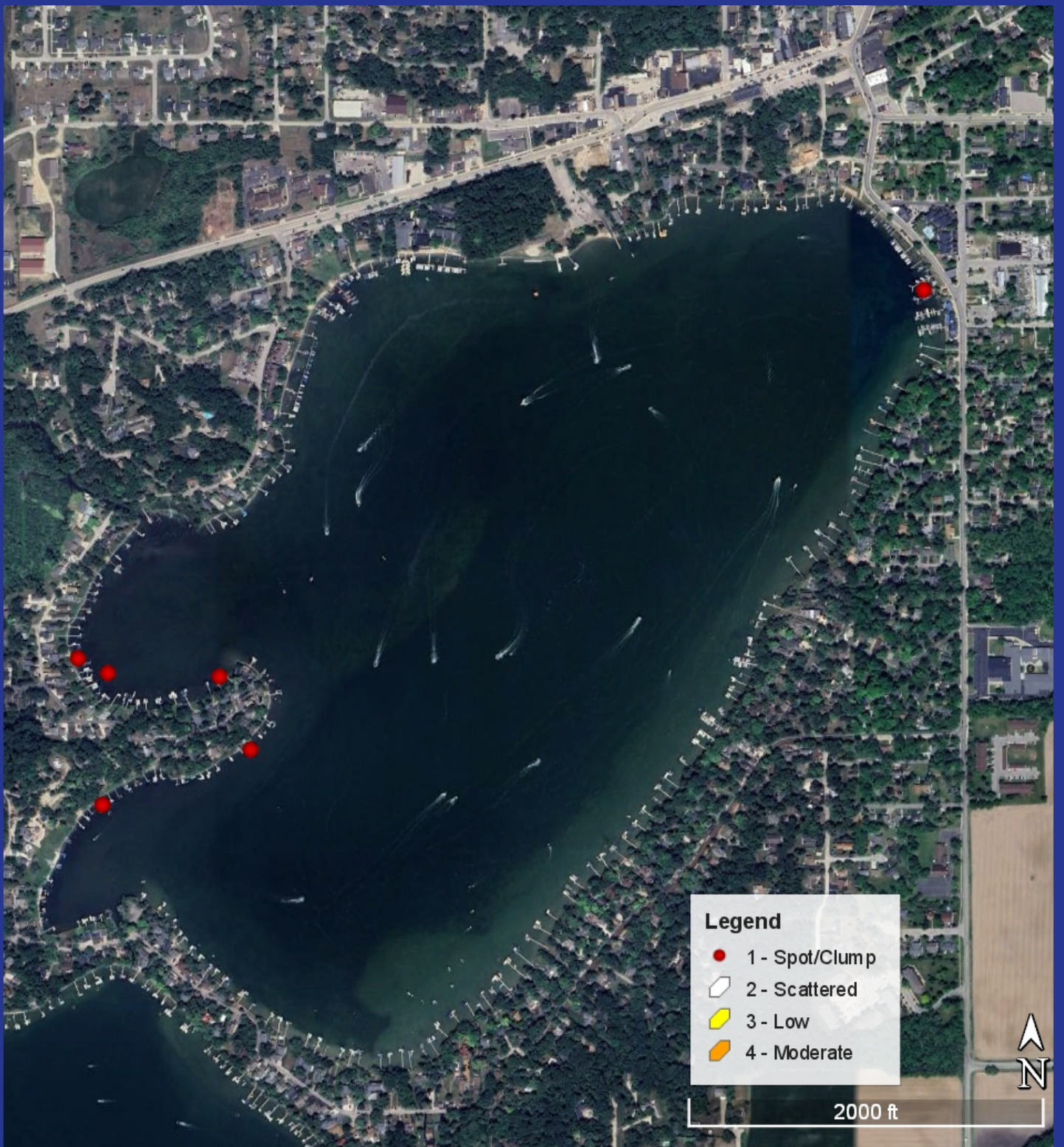


2023 Eurasian Water-milfoil Locations

Surveyed: September 18-19, 2023



Figure 1
Elizabeth Lake
Kenosha County, WI



2023 Eurasian Water-milfoil Locations

Surveyed: September 18-19, 2023



Figure 2
Lake Mary
Kenosha County, WI

Area	Size (ac)	Avg. Depth (ft)	Target
A	2	4	EWM/NAV
B	1.1	3	EWM/NAV
C	0.5	4	NAV
D	1.7	3	NAV
E	0.5	3	EWM
F	0.9	5	EWM
G	1.1	5	EWM
H	1.9	4	EWM
TOTAL	9.7	---	---

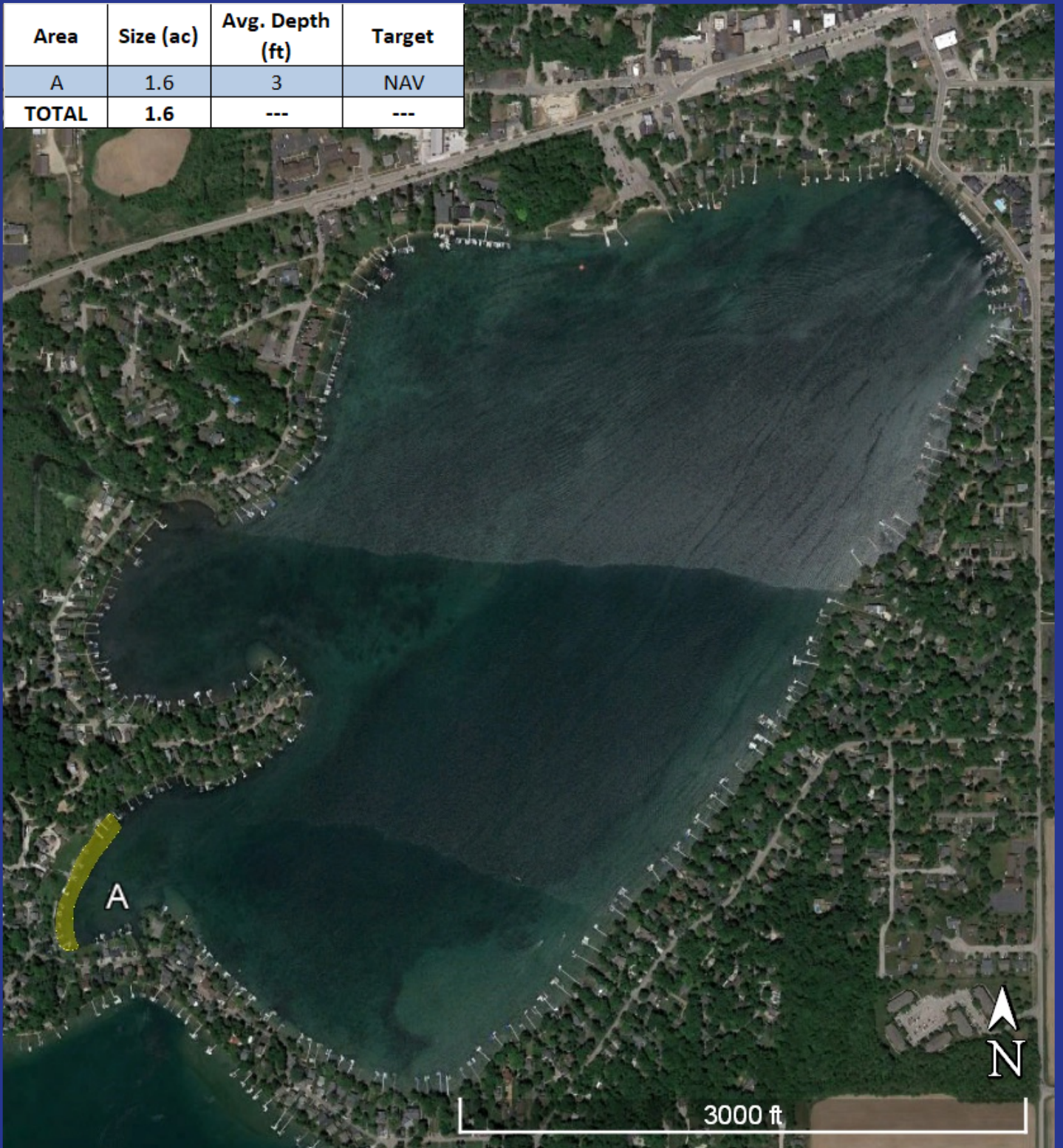


2024 Management Locations



Figure 3
Elizabeth Lake
Kenosha County, WI

Area	Size (ac)	Avg. Depth (ft)	Target
A	1.6	3	NAV
TOTAL	1.6	---	---



2024 Management Locations



Figure 4
Lake Mary
Kenosha County, WI