

Lake Coordinator Report



To: Lida Water Quality Committee
From: Moriya Rufer, Lake Coordinator
Subject: January 2025
Date: January 13, 2024

2025 Lake Coordinator Contract

I have attached a draft contract for Lake Coordinator Services for 2025. We have discussed this at the Water Quality subcommittee meeting.

Grant: Comprehensive Lakeshed Assessment

On January 7, we submitted a grant through the Board of Water and Soil Resources for funding to complete a Comprehensive Lakeshed Assessment. The full grant ask was \$57,000. The grant requires a 10% match, which the LID would provide. See the submitted application attached. We find out about the grant awards in March.

2025 Curly-leaf pondweed Treatment

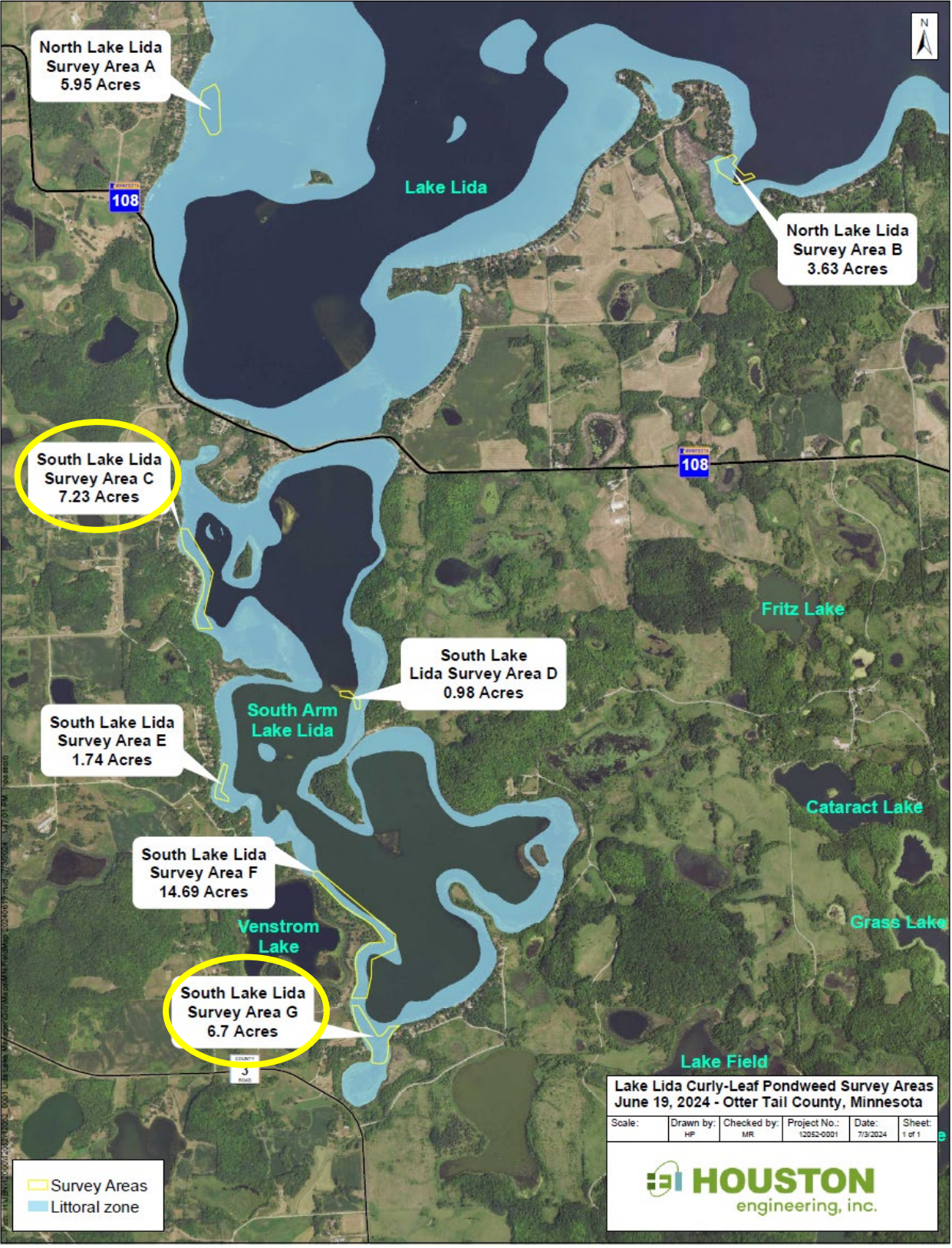
1. I submitted a grant to DNR to help pay for treatment on North and South Lida this year.
2. We should discuss the acreage you would like treated this year so I can get a price quote. We used Tigris last year. I think we should get two quotes so we make sure we are getting good value. In 2024 it cost \$16,352 to treat 9.2 acres (\$1,777/acre). If we did the two priority spots below, the estimated cost would be \$24,754.

Conclusions and Recommendations

Curly-leaf pondweed was observed in all but one survey area. Herbicide treatments are recommended for some areas in 2025 (Table 3). 2024 herbicide treatments appear to be effective in portions of Survey Areas B, C, E, and F. Survey Area A was not treated in 2024, but this area may benefit from treatment during spring of 2025. Survey areas C and G should be prioritized for herbicide treatment in the spring of 2025. Survey Area D had a small area of CLP and should be watched during the 2025 season.

Table 3. Potential 2025 treatment areas.

Lake	Survey area Map ID	Potential 2025 Treatment Acres	Priority
North Lida	A	3.46	
	B	1.19	
South Lida	C	7.23	x
	F	8.47	
	G	6.70	x
Totals		27.06	



North Lake Lida
Survey Area A
5.95 Acres

North Lake Lida
Survey Area B
3.63 Acres

South Lake Lida
Survey Area C
7.23 Acres

Lake Lida

South Lake
Lida Survey Area D
0.98 Acres

South Lake Lida
Survey Area E
1.74 Acres

South Arm
Lake Lida

South Lake Lida
Survey Area F
14.69 Acres

Fritz Lake

Cataract Lake

South Lake Lida
Survey Area G
6.7 Acres

Venstrom
Lake

Grass Lake

Lake Field

Lake Lida Curly-Leaf Pondweed Survey Areas
June 19, 2024 - Otter Tail County, Minnesota

Scale:	Drawn by: HP	Checked by: MR	Project No.: 12052-0001	Date: 7/3/2024	Sheet: 1 of 1
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Survey Areas
Littoral zone

HOUSTON
engineering, inc.



MAPLE GROVE OFFICE
7550 MERIDIAN CIRCLE NORTH, SUITE 120
MAPLE GROVE, MN 55369
P: (763) 493-4522

CLIENT/OWNER SERVICES AGREEMENT

PROJECT NAME: LLID Lake Manager
HOUSTON JOB NO.: 12052-0001 HOUSTON PROJ. MGR.: Moriya Rufer
CLIENT/OWNER NAME: Lida Lakes Improvement District (LLID)
CLIENT/OWNER ADDRESS: PO Box 343, Pelican Rapids, MN 56572
CLIENT/OWNER PHONE NO.: 701-200-1037 CLIENT/OWNER CONTACT: Brian Graftaas

This Client/Owner Services Agreement ("Agreement") is made and entered into effective as of this 1 day of January, 2025, by and between HOUSTON ENGINEERING, INC. ("Houston") and LLID ("Client").

Recitals

- A. Client has requested Houston to perform certain professional services in connection with a project generally referred to as Lake Manager ("Project").
B. Houston desires to provide the professional services requested by Client in accordance with this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Houston and Client agree as follows:

- 1. Services. Houston shall perform the services set forth in Attachment A ("Services") in accordance with the terms and conditions of this Agreement.
2. Term of Agreement. This Agreement shall commence on the date first stated above, and Houston is authorized to commence performance of the Services as of that date. This Agreement shall terminate on the 31 day of December, 2025, unless terminated earlier pursuant to the terms and conditions of this Agreement.

3. Attachments. The Attachments below, which have been marked for inclusion, are hereby specifically incorporated into and made a part of this Agreement:

- [X] ATTACHMENT A - SERVICES (Houston assumes no responsibility to perform any services not specifically listed.)
[X] ATTACHMENT B - GENERAL TERMS AND CONDITIONS
[X] ATTACHMENT C - FEE SCHEDULE
[] ATTACHMENT D -
[] FEE SCHEDULE - DATED
[] ALTA/NSPS LAND TITLE SURVEY RIDER

4. Compensation.

\$ Lump Sum Fee - Based on the Services defined herein
\$ 14,700 Estimated Fee - Client invoiced on an hourly basis commensurate with the attached Fee Schedule
\$ Percentage of Estimated Construction Cost
\$ Other -

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first above written:

CLIENT/OWNER
BY: AUTHORIZED REPRESENTATIVE
TITLE:

HOUSTON ENGINEERING, INC.
BY: Moriya Rufer AUTHORIZED REPRESENTATIVE
TITLE: Scientist

PLEASE SIGN AND RETURN ONE COPY TO HOUSTON AT THE ADDRESS ABOVE

ATTACHMENT A. SERVICES

PROJECT UNDERSTANDING

Houston Engineering, Inc. (HEI) understands that the Lida Lakes Improvement District (LLID) requires consulting services for the Lake Coordinator position. The purpose of this professional services agreement (Agreement) is to establish the range of services that HEI will provide for LLID, how the services will be delivered, and the rates and methods of invoicing for completing these services. The remainder of this Agreement is organized as follows:

- **Professional services rendered** – this section defines the scope of the professional services that HEI will provide on an as needed basis under this Agreement
- **Rate Structure** – this section describes that rate structure that will be used

Please note, HEI is open to negotiating the professional services, costs, and structure for completing this Agreement. We are happy to adjust this agreement to meet your needs.

PROFESSIONAL SERVICES RENDERED

Table 1 outlines the tasks that will be the responsibility of the Lake Coordinator. This contract is structured to have an annual total budget, and then bill hourly to complete the suite of tasks agreed upon up to a 'not to exceed' annual total. Tasks would be Coordinated by Moriya Rufer and completed by a number of HEI staff. See Attachment C for our billing rates.

This contract covers time from January 2025 – December 2025.

The Lake Coordinator will communicate with a LLID Board Liaison regularly to approve tasks and update task progress. The Lake Coordinator will send a monthly LLID Board Update via email listing what has been completed and any other pertinent information such as grant opportunities, new issues, new research, etc.

Tables 1 and 2 estimate the hours and costs for each task, but HEI reserves the right to move time between tasks as long as they do not exceed the annual total.

Table 1. Lake Coordinator Services and cost breakdown.

Task	Description	2024 Estimate	2024 Spent	2025 Estimate
Attend LID Board Meetings	Attend 5 meetings per year to provide project updates and historical reference (4 Board meetings and 1 Annual Meeting).	\$2,700	\$2,800	\$3,500
Program Coordination	Coordination of the following programs: <ul style="list-style-type: none"> • Curly-leaf pondweed permitting and treatment • Educational articles for newsletter • Research and communication on grants and project cost share opportunities with the SWCD 	\$3,600	\$2,900	\$3,500
Annual Lake Report	Annual Data Analysis and Year-End Water Quality and AIS Report (couple page, easy to understand report)	\$1,400	Not spent yet	\$1,800
Total		\$7,700	\$5,700	\$8,800

Table 2. Field Services and cost breakdown (includes mileage from Detroit Lakes to Lake Lida).

Task	Description	2024 Estimate	2024 Spent	2025 Estimate
Curly-leaf pondweed spring survey	Conduct a spring curly-leaf pondweed survey with a board member (use board member's boat).	\$1,826	\$5,900 (2 surveys: May & June)	\$3,200 (1 survey in June)
AIS Detection & Rapid Response	Check/inspect lake accesses 2 times/summer for starry stonewort, flowering rush, and any other new AIS.	\$1,452	Included in above	\$750
Inlet testing	Collect water samples on inlets identified for testing. RMB Lab fees for 2 samples (TP, OP, TSS).	\$1,504 \$304	\$1,200	\$1,800 \$150
Total		\$5,086	\$7,100	\$5,900

Annual Total.....\$12,786.....\$12,800.....\$14,700

RATE STRUCTURE

Work completed through this Agreement will be completed with the rate structure defined in Attachment C, on an as needed basis. Invoices will be delivered to LLID on a monthly basis based upon hours of work completed under this Agreement. The rates in Attachment C are subject to a modest increase on January 1st of each year (typically no more than 5%).

General Terms and Conditions

1. STANDARD OF CARE

Houston shall perform its Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances in the region where the Project is located.

2. PAYMENT TERMS

Invoices will be submitted periodically (customarily on a monthly basis) and are due and payable upon receipt. Client agrees to pay a service charge on all accounts 30 days or more past due at a rate equal to one percent (1%) each month but in no event shall such service charge exceed the maximum amount allowed by law. Acceptance of any payment from Client without accrued service charges shall not be deemed to be a waiver of such service charges by Houston. In the event Client is past due with respect to any invoice Houston may, after giving seven (7) days written notice to Client, suspend all services without liability until Client has paid in full all amounts owing Houston on account of services rendered and expenses incurred, including service charges on past due invoices. Payment of invoices is not subject to discount or offset by Client.

3. CHANGES OR DELAYS

If the Project requires conceptual or process development services, such services often are not fully definable in the initial planning. If, as the Project progresses, facts develop that in Houston's judgment dictate a change in the Services to be performed, Houston shall inform Client of such changes and the parties shall negotiate, in good faith, with respect to any change in scope and adjustment to the time of performance and compensation and modify the Agreement accordingly. Houston may also proceed with additional services specifically requested in writing by the Client, including electronic communications, without a written modification to the Agreement. Client shall compensate Houston for the additional services in an amount equal to the cumulative hours worked multiplied by the billing rates specified in the Agreement, or based on Houston's standard billing rates if billing rates are not specified in the Agreement; plus reimbursement of expenses incurred in connection with providing the additional services. In the event the parties are unable to reach an agreement, either party may terminate this Agreement without liability by giving fourteen (14) days written notice to the other party. In the event of termination, the final invoice will include all Services and expenses associated with the Project up to the effective date of termination and will also include equitable adjustment to reimburse Houston for any termination settlement costs incurred relating to commitments that had become firm before termination plus a 10 percent markup on those settlement costs.

4. PAYMENT

Where the method of payment under the Agreement is based upon cost reimbursement (e.g., hourly rate, time and materials, direct personnel expense, per diem, etc.), the following shall apply: (a) the minimum time segment for charging work is one-quarter hour; (b) labor (hours worked) and expenses will be charged at rates commensurate with the attached fee schedule or, if none is attached, with Houston's current fee schedule (at the time of the work); (c) when applicable, rental charges will be applied to cover the cost of pilot-scale facilities or equipment, apparatus, instrumentation, or other technical machinery. When such charges are applicable, Client will be advised at the start of an assignment, task, or phase; and (d) invoices based upon cost reimbursement will be submitted showing labor (hours worked) and total expense. If requested by Client, Houston shall provide supporting documentation at Client's cost, including labor and copying costs.

5. TERMINATION

Either party may terminate this Agreement, in whole or in part, by giving thirty (30) days written notice to the other party if the other party fails to fulfill its obligations under this Agreement through no fault of the terminating party. In such event, and subject to the limitations set forth in this Agreement, the non-defaulting party may pursue its rights and remedies as contemplated by this Agreement and as allowed by law.

6. BETTERMENT

If any item or component of the Services or an amended Task Order is required due to omission from the original documents or Task Order provided to Houston, Houston's liability shall be limited to the reasonable costs of correction of the omission, less the cost to Client if the omitted item or component had been initially included in the original documents or Services documents. All costs of errors, omissions or other changes that result in betterment shall be borne by Client and shall not be a basis of a claim against Houston. In no event will Houston be responsible for that portion of any cost or expense that provides betterment or upgrades or enhances the value of the Services.

7. LIMITATION OF LIABILITY

In no event shall Houston be liable for punitive, special, incidental, indirect, consequential, or lost profit damages of any kind or nature, regardless of the form of action to which such damages are sought. Houston's maximum cumulative liability with respect to all claims and liabilities under this Agreement, whether or not insured, shall not exceed the greater of \$50,000 or the total compensation received by Houston under this Agreement, whether such claim is based on negligence, breach of contract, or any other theory. The disclaimers and limitations of liability set forth in this Agreement shall apply regardless of any other contrary provision set forth and regardless of the form of action, whether in contract, tort or otherwise. Each provision of this Agreement which provides for a limitation of liability, disclaimer of warranty or condition or exclusion of damages is severable and independent of any other provision and is to be enforced as such. Client hereby releases Houston from any and all liability over and above the limitations set forth in this paragraph.

8. INSURANCE

Houston shall obtain and maintain during the term of this Agreement, at its own expense, workers' compensation insurance and commercial general liability insurance in amounts determined by Houston and will, upon request, furnish insurance certificates to Client. The existence of any such insurance shall not increase Houston's liability as limited by paragraph 6 above.

9. HAZARDOUS SUBSTANCES

Client shall furnish or cause to be furnished to Houston all documents and information known by Client that relate to the identity, location, quantity, nature, or characteristics of any asbestos, pollutant, or hazardous substance, however defined ("Hazardous Substances") at, on or under the Project site. Houston is not, and has no responsibility as a handler, generator, operator, treater, storer, transporter, or disposer of Hazardous Substances found or identified at the Project. Client agrees to bring no claim for fault, negligence, breach of contract, indemnity, or other action against Houston, its principals, employees, agents, and consultants, if such claim in any way would relate to Hazardous Substances in connection with the Project. If Hazardous Substances are identified or located at the Project site, Houston may suspend all Services without liability until remediation of the Hazardous Substances is complete. Houston reserves the right to adjust the attached Fee Schedule or any rate schedule of

Houston's subconsultants for specialized fees or services related to remediation of Hazardous Substances as agreed in writing between Houston and Client. Client further agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless Houston, its principals, employees, agents, and consultants and subconsultants from and against all fees, costs, claims, damages, losses, and expenses, direct or indirect, or consequential damages, including but not limited to fees and charges for third-party remediation specialists, experts, attorneys, and court and arbitration costs, arising out of or resulting from the performance of Houston's Services hereunder, or claims brought against Houston by third parties arising from Houston's Services or the services of others and/or work in any way associated with Hazardous Substance activities. This indemnification shall survive termination of this Agreement.

10. INDEMNIFICATION

Client shall indemnify, defend, and hold harmless Houston, together with its officers, directors, shareholder, agents, consultants and employees from and against any and all claims, costs, losses and damages, including attorneys' fees and other costs of litigation or dispute resolution arising directly or indirectly from Client's breach of this Agreement or Client's fault, negligent acts or omissions or intentional misconduct in connection with this Agreement or the Project. Subject to the limitations set forth in this Agreement, Houston shall indemnify and hold harmless Client, together with its officers, directors, and employees from and against any and all, costs, losses and damages, including reasonable attorneys' fees and other costs of litigation or dispute resolution to the extent caused by Houston's fault, negligent acts or omissions in connection with this Agreement or the Project. The indemnification obligations set forth in this paragraph shall survive termination of this Agreement.

11. WARRANTY

Except as specifically set forth in this Agreement, Houston has not made and does not make any warranties or representations whatsoever, express or implied, as to Services performed or products provided including, without limitation, any warranty or representation as to: (a) the merchantability or fitness or suitability of the Services or products for a particular use or purpose whether or not disclosed to Houston; and (b) delivery of the Services and products free of the rightful claim of any person by way of infringement (including, but not limited to, patent or copyright infringement) or the like. Houston does not warrant and will not be liable for any design, material or construction criteria furnished or specified by Client and incorporated into the Services provided hereunder.

12. CONTRACTOR MEANS AND METHODS

Houston has no control over, supervision of, or responsibility for construction of the Project or at the Project site. Client is solely responsible for retaining a qualified contractor or contractors licensed in the jurisdiction of the project (separately or collectively, the "Contractor") to implement the construction of the Project ("Work"). Contractor shall coordinate, control, supervise, and direct all portions of the Work and shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, procedures, safety, and security. Houston shall not be responsible for and shall bear no liability for Contractor's failure to perform the Work in accordance with the requirements of the Project and any documents or contracts related to the Project. To the fullest extent permitted by law, Contractor shall indemnify and hold harmless Client, Houston, and Houston's subconsultants, officers, directors, shareholder, agents, consultants, and employees from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees and costs, arising out of or resulting from performance of the Work. Contractor shall provide insurance and name Client, Houston, and Houston's subconsultants as additional insureds on Contractor's commercial general liability insurance policies on a primary and non-contributory basis. The amount of coverage available to the additional insureds shall be the amount of coverage required in the Client-Contractor agreement.

13. PROJECT SITE

Client shall furnish such reports, data, studies, plans, specifications, documents, and other information regarding surface and subsurface site conditions required by Houston for proper performance of its Services. Houston shall be entitled to rely upon Client provided documents and information in performing the Services required under this Agreement. Houston assumes no responsibility or liability for the accuracy or completeness of any such documents or information. Houston will not direct, supervise, or control the Work, means or methods of Contractor or its/their subcontractors in connection with the Project. Houston's Services will not include a review or evaluation of the Contractor's or subcontractor's safety measures. The presence of Houston, its employees, agents, or subcontractors on a site shall not imply that Houston controls the operations of others, nor shall it be construed to be an acceptance by Houston of any responsibility for jobsite safety.

14. CONFIDENTIALITY

Houston shall maintain as confidential and not disclose to others without Client's prior consent all information obtained from Client that was not otherwise previously known to Houston or in the public domain and is expressly designated by Client in writing to be "CONFIDENTIAL." The provisions of this paragraph shall not apply to information in whatever form that (a) is published or comes into the public domain through no fault of Houston, (b) is furnished by or obtained from a third party who is under no obligation to keep the information confidential, or (c) is required to be disclosed by law on order of a court, administrative agency, or other authority with proper jurisdiction. Client agrees that Houston may use and publish Client's name and a general description of Houston's services with respect to the Project in describing Houston's experience and qualifications to other clients or potential clients.

15. RE-USE OF DOCUMENTS

All documents, including drawings and specifications, prepared or furnished by Houston (and Houston's affiliates, agents, subsidiaries, independent professional associates, consultants, and subcontractors) pursuant to this Agreement are instruments of service in respect of the Project, and Houston shall retain ownership thereof, whether or not the Project is completed. Client may make and retain copies for information and reference in connection with the Project; however, such documents are not intended or represented to be suitable for re-use by Client or others on extensions of the Project or on any other project. Any re-use without written verification or adaptation by Houston for the specific purpose intended will be at Client's sole risk and without liability to Houston or Houston's affiliates, agents, subsidiaries, independent professional associates, consultants, and subcontractors with respect to any and all costs, expenses, fees, losses, claims, demands, liabilities, suits, actions, and damages whatsoever arising out of or resulting therefrom. Any such verification or adaptation will entitle Houston to further compensation at rates to be agreed upon by Client and Houston. Client shall indemnify, defend, and hold harmless Houston, together with its officers, directors, shareholder, agents, consultants and employees from and against any and all claims, costs, losses, and damages, including attorneys' fees and other costs of litigation or dispute resolution arising directly or indirectly from Client's re-use of all information, documents, drawings, specifications prepared as part of the Project.

16. REMEDIES

Subject to the limitations set forth in this Agreement, in the event any party is in default of this Agreement, the non-defaulting party shall be entitled to pursue all rights and remedies available to it under this Agreement or as allowed by law.

17. PROPRIETARY DATA

The technical and pricing information in connection with the Services provided by Houston is confidential and proprietary and is not to be disclosed or otherwise made available to third parties by Client without the express written consent of Houston.

18. GOVERNING LAW

The validity, construction and performance of this Agreement and all disputes between the parties arising out of or related to this Agreement shall be governed by the laws, without regard to the law as to choice or conflict of law, of the State of North Dakota. Client consents to jurisdiction as to all issues concerning or relating to this Agreement or the Project with the federal or state district courts designated for Cass County, North Dakota.

19. DATA PRACTICES ACT REQUESTS

Houston considers certain information developed during the execution of services as “not public” and “protected” from public disclosure under the various local, state, and federal data practices laws. Client shall reimburse Houston for any and all costs and expenses, including attorneys’ fees associated with any requests for release of information under any such laws.

20. FORCE MAJEURE

Houston shall not be liable for any loss, damage or delay resulting out of its failure to perform hereunder due to, without limitation, causes beyond its reasonable control including, without limitation, acts of God, acts of nature or the Client, acts of civil or military authority, terrorists threats or attacks, fires, strikes, floods, epidemics, pandemics, quarantine restrictions, war, riots, delays in transportation, transportation embargos, extraordinary weather conditions or other natural catastrophe or any other cause beyond the reasonable control of Houston, if such could have not been overcome by the exercise of reasonable efforts by Houston (each, an “Event of Force Majeure”). Any delay due to an Event of a Force Majeure shall not be deemed to be a breach of or failure to perform this Agreement or any part hereof; provided, however, Houston shall provide reasonable notice to the Client of any Event of Force Majeure which notice shall provide the particulars of the cause of the event of Force Majeure in writing. In the event of any such delay, Houston’s performance date(s) will be extended for that length of time as may be reasonably necessary to compensate for the delay.

21. WAIVER OF JURY

In the interest of expediting any disputes that might arise between Houston and Client, Client hereby waives its rights to a trial by jury of any dispute or claim concerning this Agreement, the Services, the Project and any other documents or agreements contemplated by or executed in connection with this Agreement.

22. BUSINESS ENTITY

Client acknowledges that Houston is a business corporation and agrees that any claim made by Client arising out of any act or omission of any shareholder, director, officer, or employee of Houston in the execution or performance of this Agreement shall be made solely against Houston and not against any individual or group of individuals in any capacity.

23. NOTICES

Any and all notices, demands or other communications required or desired to be given under this Agreement shall be in writing and shall be validly given or made if personally served; sent by commercial carrier service; deposited in the United States Mail, certified or registered, postage prepaid, return receipt requested; or sent by electronic mail with read receipt requested. If such notice or demand is served personally, notice shall be deemed constructively made at the time of such personal service. If such notice, demand or other communication is given by mail, electronic mail, or commercial carrier service, such notice shall be conclusively deemed given three (3) days after deposit thereof in the United States Mail or with a commercial carrier service or by transmission by electronic mail. Notices, demands, or other communications required or desired hereunder shall be addressed to the individuals indicated in this Agreement at the U.S. mail or electronic addresses indicated in this Agreement. Any party may change its address or authorized recipient for purposes of this paragraph by written notice given in the manner provided above.

24. MISCELLANEOUS

This Agreement shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice-to-proceed, or like document regarding the Services. If any provision of this Agreement is determined to be invalid or unenforceable in whole or part by a court of competent jurisdiction, the remaining provisions hereof shall remain in full force and effect and be binding upon the parties hereto. The parties agree to reform this Agreement to replace any such invalid or unenforceable provision with a valid and enforceable provision that as closely as possible expresses the intention of the stricken provision. This Agreement, including but not limited to the indemnification provisions, shall survive the completion of the Services under this Agreement and the termination of this Agreement. This Agreement gives no rights or benefits to anyone other than Houston and Client and has no third-party beneficiaries except as may be specifically set forth in this Agreement. This Agreement constitutes the entire agreement between the parties and shall not in any way be modified, varied, or amended unless in writing signed by the parties. Prior negotiations, writings, quotes, and understandings relating to the subject matter of this Agreement are merged herein and are superseded and canceled by this Agreement. Headings used in this Agreement are for the convenience of reference only and shall not affect the construction of this Agreement. This Agreement and the rights and duties hereunder may not be assigned by Client, in whole or in part, without Houston’s prior written approval. No failure or delay on the part of Houston in exercising the right, power or remedy under this Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any rights, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy hereunder. The remedies provided in this Agreement are cumulative and not exclusive of any remedies provided by law.

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2025 FEE SCHEDULE

LABOR RATES

The following is a schedule of hourly rates and charges for services offered by Houston Engineering, Inc. These rates are subject to a modest increase on January 1st of each year (typically no more than 5%).

Category	2025 Rates	Category	2025 Rates	Category	2025 Rates
Engineering Assistant 1	\$104	Technician Assistant	\$107	Project Assistant 1	\$87
Engineering Assistant 2	123	Technician 1	123	Project Assistant 2	101
Engineer 1	149	Technician 2	131	Project Assistant 3	107
Engineer 2	156	Technician 3	140	Project Assistant 4	112
Engineer 3	164	Technician 4	149	Project Assistant 5	120
Engineer 4	172	Technician 5	156	Project Assistant 6	125
Engineer 5	183	Technician 6	164	Planner 1	\$172
Engineer 6	194	Technician 7	173	Planner 2	188
Engineer 7	206	Technician 8	182	Planner 3	205
Engineer 8	216	Technician 9	190	Planner 4	237
Engineer 9	227	Technician 10	200	Planner 5	249
Engineer 10	237	Technician 11	208	Land Surveyor 1	\$156
Engineer 11	248	GIS Assistant	\$76	Land Surveyor 2	179
Engineer 12	260	GIS Analyst 1	116	Land Surveyor 3	198
Engineer 13	269	GIS Analyst 2	128	Land Surveyor 4	211
Scientist Assistant	\$107	GIS Analyst 3	140	Land Surveyor 5	237
Scientist 1	145	GIS Analyst 4	153	Land Surveyor 6	260
Scientist 2	156	GIS Analyst 5	164	CAD Technician 1	\$109
Scientist 3	172	GIS Analyst 6	176	CAD Technician 2	114
Scientist 4	185	Project Manager 1 – Technology	179	CAD Technician 3	123
Scientist 5	197	Project Manager 2 – Technology	198	CAD Technician 4	131
Scientist 6	230	Project Manager 3 – Technology	230	CAD Technician 5	140
Scientist 7	260	Software Engineer 1	\$135	CAD Technician 6	149
Hydrogeologist 1	\$156	Software Engineer 2	152	Drone Pilot	\$165
Hydrogeologist 2	173	Software Engineer 3	163	Drone Visual Observer	67
Hydrogeologist 3	197	Software Engineer 4	175	Landscape Architect 1	\$142
Hydrogeologist 4	244	Software Engineer 5	188	Landscape Architect 2	154
Hydrogeologist 5	260	Software Engineer 6	200	Landscape Architect 3	165
Senior Consultant 1	\$219	Software Engineer 7	212	Landscape Architect 4	178
Senior Consultant 2	272	Software Engineer 8	230	Landscape Architect 5	189
Senior Consultant 3	285	Computer Technician	\$189		
Senior Consultant 4	296				
Senior Consultant 5	307				

SURVEY CREWS & REIMBURSABLE EXPENSES

Category	2025 Rates	Category	2025 Rates
Survey Crews:		ATV/Snowmobile/ Boat	\$15/hour
1-Person Crew (plus equipment)	\$190/hour	ATV w/Tracks	\$30/hour
2-Person Crew (plus equipment)	\$231/hour	Hydrone RCV	\$50/hour
3-Person Crew (plus equipment)	\$286/hour	Small UAS (Drone)	\$25/hour
4-Person Crew (plus equipment)	\$320/hour	Large UAS (Drone)	\$50/hour
Meals	Actual Cost	Deliveries/Postage/Printing	Actual Cost
Hotel	Actual Cost	Surveying Materials: Lath, Hubs, Pipe, etc.	Actual Cost
Mileage – Vehicles:		Special Equipment and Other Materials Required	Actual Cost
2-Wheel Drive	IRS Standard Mileage Rate	Subconsultants	Actual Cost + 10%
4-Wheel Drive	IRS Standard Mileage Rate + \$.20/Mile		
GPS Equipment	\$25/hour/unit		
Robotic Total Station	\$40/hour		



Grant Application

Grant Name - Lake Lida Comprehensive Lakeshed Assessment

Grant ID - C25-0308

Organization - Lida Lake Property Owners Association

Allocation	Clean Water Legacy Partners 2025 NP 2025	Grant Contact	Moriya Rufer
Total Grant Amount Requested	\$57,000.00	County(s)	Otter Tail
Grant Match Amount	\$30,000.00	12 Digit HUC(s)	
Required Match %	10%	Fiscal Agent	Lida Lake Property Owners Association
Other Amount		Application Submitted Date	01/07/2025
Project Abstract	<p>We will develop a comprehensive lakeshed assessment that will provide a phosphorus budget, lake response model, and targeted sites for project implementation. This assessment will allow us to measurably improve the water quality in Lake Lida in Otter Tail County. The majority of the Lake Lida shoreline is developed with homes, cabins, and resorts. The entire eastern shore of the southern bay is in Maplewood State Park.</p> <p>Lake Lida is an important lake regionally due to its excellent fishing and recreational opportunities both in summer and winter. Lake Lida was prioritized as a focus lake in the Otter Tail Comprehensive Watershed Management Plan (OTCWMP) based upon its outstanding biological significance and general development shoreline classification. The South Bay of Lake Lida was chosen in particular because there are growing concerns about eutrophication and harmful algae blooms that have been occurring over the past decade. Improvements to water quality in South Lida Lake will benefit the public that use the swimming beach at Maplewood State Park.</p>		
Proposed Measurable Outcomes	<ol style="list-style-type: none">1. A list of feasible targeted projects to improve lake water quality and shoreland habitat including agricultural best management practices, septic system improvements, shoreline stabilizations, and permanent protection.2. Lake response model to determine what affect pollutant load reductions will have on lake water quality.		

3. Progress towards four goals in the Otter Tail Comprehensive Watershed Management Plan: phosphorus reduction, sediment reduction, soil health, and land protection.

✓ ****Required**** MN Statute 16B.981 Subd. 2 (6) requires that no current principals of a grantee have been convicted of a felony financial crime in the last 10 years. A principal is defined as a public official, a board member, or staff (paid or volunteer) with the authority to access funds provided by this grant opportunity. By checking this box, I attest that no current principal of my organization with authority to access funds has been convicted of a felony financial crime in the last 10 years.

Narrative

1. (10 points) What is the water resource(s) that the activities will focus on and why was it/were they chosen?

Lake Lida, including both the north and south bays, is the focus resource for this grant application. The lake covers about 7,893 acres. The northern bay of Lake Lida (North Lida) is mesotrophic (TSI = 46), while the southern bay (South Lida) is Eutrophic (TSI = 52).

Lake Lida is an important lake regionally due to its excellent fishing and recreational opportunities both in summer and winter. Lake Lida was prioritized as a focus lake in the Otter Tail Comprehensive Watershed Management Plan (OTCWMP) based upon its outstanding biological significance and general development shoreline classification. In addition, it is in the Middle Pelican River Planning Region of the watershed, which is one of the primary focus planning regions of the entire CWMP.

South Lida was chosen in particular because there are growing concerns about eutrophication and harmful algae blooms that have been occurring over the past decade (see attached photo and article). During an algal bloom in August 2018, chlorophyll a concentrations reached 60 ppb (TSI = 70) and phosphorus concentrations reached 56 ppb (TSI = 62).

This grant opportunity comes at an opportune time for the Lake Lida Property Owners Association (LLPOA). The OTCWMP is complete and there is watershed-based funding available to implement projects. LLPOA needs the information on what projects to implement and where, and what effect these improvements would have on lake water quality. Lake residents are supportive and willing to implement projects to protect North Lida and improve South Lida.

2. (30 points) What activities are planned to protect or restore the water resource(s)? OR What activities are planned to support future protection or restoration efforts? Are the planned activities identified in a natural resource and/or watershed plan? If so, provide the name of the plan and website location, if possible. Describe the proposed activities and how they will provide long-term benefits to the water resource(s).

This project will result in a comprehensive lakeshed assessment. Planned activities address all aspects of lake health and are broken down as follows:

1. Desktop Lakeshed Assessment: Summarize the number of first and second tier parcels and sizes, shoreline zoning boundary (Otter Tail County does not have county-wide zoning), land use within the lakeshed, score the shore (DNR data), dock density (DNR data), curly-leaf pondweed history, treatment and survey data, dissolved oxygen profiles (DNR), and shoreline slope data.

2. Septic System Records: Partner with Otter Tail County to gather septic system records for each property on the age of their septic system, determine how many systems are >20 years old.

3. Shoreline: Score the shore shoreline inventory, shoreline survey for bank erosion in Maplewood State Park, visual survey of wetlands connected to the lake.

4. Lake Response Model: Develop a lake response (BATHTUB) model for each North and South Lida to develop a phosphorus budget for each bay.

5. Implementation Scenario: Develop an implementation scenario for the lake to meet its short and long-term phosphorus goals identified in the OTCWMP and simulate the improvements in water quality gained from the implementation scenario. The scenario will include:

a. - Overland Runoff: PTMAApp Scenario with Agricultural best management practices and Flow Lines.

b. - Shoreline Restoration: Targeted sites with slopes that need vegetation.

c. - Septic Systems: List of parcels with septic systems over 20 years old.

d. - Protection: Map of wetland, shoreline, and forest easement priorities.

e. - Final Report: Final Report and recommendations with project locations and resulting improvements to the lake identified.

These activities will make progress towards four goals in the OTCWMP: Phosphorus Reduction, Sediment Reduction, Soil Health, and Land Protection.

<https://eotswcd.org/ot1w1p>.

3. (20 points) Describe how activities are ready to be started soon after grant award. Why are these funds needed at this time to complete a project or activities?

Describe how the proposed activities are part of a larger effort or partnership working toward clean water or will build a new partnership through this project.

The Lida Lake Improvement District (LLID) has allocated \$30,000 to complete a lake management plan in tandem with this lakeshed assessment. The LLID will be a fiscal partner in both the lake management plan update and the lakeshed assessment and will provide the match for this grant.

This lakeshed assessment is ready to be started right after the grant award. The desktop analyses can be conducted in spring of 2025. The shoreline inventory would be conducted in summer of 2025. The proposed activities are part of the larger effort of the OTCWMP. We are partnering with both the county (septic system records) and SWCD (shoreline inventory) to collect the data. When this comprehensive lakeshed assessment is completed, it will result in targeted parcels and projects. The county and SWCD can use this information in implementing projects with watershed-based implementation funding and reaching the OTCWMP goals.

The LLID and West Otter Tail SWCD have been involved with several cooperative projects to improve lake water quality over the past few years. In 2024, Lida LID provided cost share funding for a gully stabilization project completed by West Otter Tail SWCD along an inlet to South Lida.

The LLID is also a member of the Keep It Clean Coalition, which partners with other popular recreational lakes in Minnesota to educate winter anglers about leaving garbage on the ice.

These ongoing partnerships will be enhanced by the completion of this lakeshed assessment.

4. (20 points) How will the public benefit from this project or set of activities? Describe local, regional and/or state level benefits. Describe opportunities to incorporate diversity, equity and inclusion as part of projects including work in environmental justice areas as identified by the Minnesota Pollution Control Agency, or other

priority areas/groups identified locally.

Lake Lida is important locally, regionally, and at the state level for two main reasons.

First, the entire eastern shore of South Lida is in Maplewood State Park, which has a public swimming beach, campground, and hiking trails. It is a very popular regional attraction. The park also contains a 5.5 mile segment of the North Country National Scenic Trail, a footpath that extends 4,800 miles from North Dakota to Vermont.

Improvements to South Lida would not only benefit private property owners, but also visitors to Maplewood State Park.

Second, the DNR reports “North Lida Lake is one of the best all-around angling lakes in Otter Tail County” on the fisheries survey page of the DNR LakeFinder webpage.

There is a public access on both North and South Lida. Summer creel surveys show that South Lida has the highest fishing pressure in hours/acre of other similar lakes in Otter Tail County (South Lida 2023 = 8.6 hours/acre, Little Pine 2023 = 7.5 hours/acre). Winter fishing pressure is also comparable (South Lida 2023-2024 = 3.77 hours/acre, Little Pine 2023-2024 = 5.2 hours/acre). Improving the water quality will ensure the lake’s usability as a public resource.

5. (15 points) Describe previous funding you have received from external sources (e.g. dues, donations, fees, etc.)? Describe what activities were completed using those funds. Describe your organization’s capacity to finance the final 10% of the grant funding that would be provided as reimbursement?

The LLPOA historically collected voluntary dues from residents around North and South Lida. This generated approximately \$20,000 annually. Recently, the LLID was established to generate a more consistent funding source. Since the LLID was established, voluntary dues have no longer been solicited from lake residents. The local match for this proposal will be provided to the LLPOA by the LLID. LLID will use this Lakeshed Assessment to update their Lake Management Plan as well.

The LLID has a balance of \$47,158 on hand and has the capacity to finance both the match and the final 10% of the grant funding that would be provided as reimbursement.

Application Budget

<i>Activity Name</i>	<i>Activity Description</i>	<i>Category</i>	<i>State Grant \$ Requested</i>	<i>Activity Lifespan (yrs)</i>
Desktop Lakeshed Assessment	Summarize the number of first and second tier parcels and sizes, shoreline zoning boundary (Otter Tail County does not have county-wide zoning), land use within the lakeshed, score the shore (DNR data), dock density (DNR data), curly-leaf pondweed history, treatment and survey data, dissolved oxygen profiles (DNR), shoreline slope data, and current easements/permanent protection.	Planning and Assessment	\$7,500.00	

<i>Activity Name</i>	<i>Activity Description</i>	<i>Category</i>	<i>State Grant \$ Requested</i>	<i>Activity Lifespan (yrs)</i>
Implementation Scenario	Develop an implementation scenario and targeted project list for the lake to meet its short and long-term phosphorus goals identified in the OTCWMP and simulate the improvements in water quality gained from the implementation scenario. The scenario will include: a. Overland Runoff: PTMApp Scenario with Agricultural best management practices and Flow Lines. b. Shoreline Restoration: Targeted sites with slopes that need vegetation. c. Septic Systems: List of parcels with septic systems over 20 years old. d. Protection: Map of wetland, shoreline, and forest easement priorities.	Project Development	\$16,000.00	
Lake Response Model	Develop a lake response (BATHTUB) model for each North and South Lida to develop a phosphorus budget for each bay.	Technical/Engineering Assistance	\$14,000.00	
Septic System Records Inventory	Partner with Otter Tail County to gather septic system records for each property on the age of their septic system, determine how many systems are >20 years old.	Planning and Assessment	\$7,000.00	
Shoreline Inventory	Score the shore shoreline inventory, shoreline survey for bank erosion in Maplewood State Park, visual survey of wetlands connected to the lake. Parter with West Otter Tail SWCD on methods and sharing data for targeting future stabilization projects.	Technical/Engineering Assistance	\$12,500.00	

Petition aims at Lida improvements

If half of nearly 1,000 property owners sign on, Lida could proceed with formal lake district proposal

Battling weed infestations, "pea soup" algae attacks, zebra mussels clinging to docks and lifts—plus an apparent decline in fish numbers—Lake Lida property owners are proposing action.

A "Lake Improvement District," which is a quasi-governmental entity, has been proposed for Lida.

Known as a "LID," the district would enhance lakeshore property owner efforts to take on environmental issues. A LID structure also opens doors to potential DNR and other conservation grants and funds.

One of the nearest and most active examples of a LID is the Pelican Group of Lakes Improvement District, which has been instrumental in issues ranging from water quality initiatives to modifications of aging dams.

Over the past two years, the Lake Lida Property Owners Association has spent more than \$30,000 on surveys and treat-



This photo shows the distinct variation of color between North Lida, foreground, and South Lida—with a pea green coloration caused by algal blooms in 2018. Note the road at Stony Bar across the horizon separates North from South Lida.

ments. Curly-leaf pondweed, an invasive aquatic weed, has been especially problematic in South Lida. Treatments this spring, 2020, cost \$18,000.

In July, surveying will move to North Lida, with a price tag of \$3,900.

The association has tried to generate revenue through membership dues, which have risen from \$20 to \$50 over the past three years. However, membership has totalled about 400 of the potential 804 identified owners on the lake. All totalled, there

Questions, answers on Lake Lida improvement district initiative

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are about 1,050 parcels around the Lida lakes.

So, membership penetration is only about half.

"Our efforts to combat the terrible water conditions in South Lida in 2018 have paid off. Unfortunately, they are costly enough that, without a significant increase in participation in the LLPOA, we will not be able to continue in the same fashion beyond this year," states the Lida association in literature to members. "This is why we feel a LID is such an important step."

With only half of the property owners "taking on all of the financial costs of fighting to keep our lake healthy and beautiful, while everyone else enjoys the benefits for free, a LID would change that because everybody pays in, and everybody benefits."

A petition drive is underway, and the documents are available at the Pro Shop at Lida Greens Golf Course during regular business hours (7 a.m. to 7 p.m.).

Lida needs 50 percent of lake owners to sign in order to move ahead with the

LAKE LIDA IMPROVEMENT DISTRICT
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Q and A: Lake Lida Property Owners proposed change from Association to Lake Improvement District

What is the current Property Association?
The Lake Lida Property Owners Association is a non-profit organization that includes North Lida, South Lida, and Venstrom Lake. It is a voluntary membership of which approximately 50% of all lake property owners contribute. Dues have varied from \$20-\$50 and are set yearly by the Board of Directors. Leadership consists of a board of directors or Beach Captains and an executive board of President, Secretary, and Treasurer. The organization is signed to improve water quality, enhance recreational use of the lake, improve fishing, protect habitat, and keep a strong market value of lake property.

What is a Lake Improvement District (LID)?
A LID is run by and works solely for the benefit of property owners with all of the same goals as an Association yet becomes a local government entity that provides property owners greater opportunity for resources to improve quality lake life. Upon approval of the majority of property owners, dues are collected through a levy that appears as a line item on your annual property tax statement. The levy is set by members annually and 100% of all property owners fund the LID. Board members are elected with 5-9 members representing the property owners.

What authorities does a LID have?
Each LID may be granted different levels of authority depending upon existing problems and proposed activities. Some of these may include:
1. Research and determine lake management projects for water improvement and conservation.
2. Water clarity monitoring and testing.
3. Serve as local sponsor or recipient for state and federal projects or grants.
4. Apply for and comply with DNR and other agencies and local permits and fees required for specific lake management projects.
5. Lake area safety concerns both on and around the lake.
6. Monitor and improve fishing with the support of the DNR including region-specific fish species count and walleye stocking.
7. Maintain public beaches, docks, and other public facilities.
Projects and activities undertaken by a LID must comply with all local, state, and federal regulations. Additionally, a lake improvement district may undertake improvement projects on any body of water unless public access is available to that lake.

Who assumes responsibility for the actions of a LID?
The LID assumes all legal responsibility for activities undertaken by the LID and is required to hold annual meetings and prepare an annual report to the property owners. Oterfall County and DNR.

Who runs the LID?
Property Owners. A board of directors of 5-9 members made up of property owners. The majority of the directors must be residents of the district. Terms staggered and vacancies will be filled by a majority vote of the property owners attending the annual meeting.

Does the leadership of the Lake Lida Property Owners recommend transitioning to a LID?
Yes. The board of directors was in 100% agreement to pursue organizing a LID and property owners voted to approve pursuing a Lake Lida "Lake Improvement District."

What prompted the Association to consider a LID?
Our property owner's lake association has been effective for a number of years. The association focused on lake improvement, improving fishing, and keep our lakes a valued resource and asset. In the last few years, we've noticed changes in our lake with higher weed infestation, zebra mussel, and lower fish count. In the summer of 2018, we experienced low water levels, less wind, and a hotter summer. We experienced more weeds choking the lake along with blue-green algae. Swimming at some South Lida beaches was halted as early as July 1st. Your lake association responded quickly and worked with several organizations to develop a plan of action to determine the cause of heavy infestation followed by treatment. Several factors, including chemical treatment, gave us a marked improvement in 2019.
The property owners spent over \$17,000 in 2019 for the treatment of Curly Leaf Pondweed with another \$16,000 in 2020. This was paid by only 50% of property owners around the lake through your dues to the voluntary lake association.

Could we continue as an association and simply raise dues or get new members?

Yes, but we need 100% of property owners involved. Forming a LID is the easiest and fairest way to move forward and sustain the quality of lake life we have enjoyed. A LID will keep property owner membership or fees lower with everyone involved. The current method of operation is not sustainable at current dues and the current number of participants.

Once a LID is formed can governmental entities such as the County Board raise the rate for the Improvement District?
No, only by the direction of the Lake Improvement District or property owners can LID assessments be increased.

What will be the process to start the Lake Lida LID?
The first step is to present the concept to property owners and request them to sign the petition to become a LID. We must have 51% of property owners' support to be approved. Petitions will be reviewed by the County and signatures will be verified. There will be public hearings to answer questions and concerns. Once the criteria have been met, a vote by the County Commission will create the Lake Lida LID.

What is the timeline to form a LID?
Beach Captains are meeting early this summer and we hope to have the petition phase completed by the end of July. It is unlikely the LID will take effect until sometime next year. Which means funding will not be available through the LID in the near future. Therefore, we will likely maintain the Lake Lida Property Owners Association for the next year and will require a collection of voluntary membership. It is important that we continue to support our Lake Association yet move towards a better, long-lasting, and effective solution to protect the assets of our lake.



This photo shows the swimming beach at Maplewood State Park in August 2018, with prominent green algae color on the beach.

Invasive Curly-leaf pondweed is the source of the water quality degradation, as the pondweed blooms early in the season; dies off, and promotes algae growth. Another notable factor in 2018 was the relative lack of wind, as calmer waters further spurred algae growth.

LAKE LIDA PROPERTY OWNERS CONSIDER LAKE DISTRICT

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process.
The campaign has been hampered by the COVID-19 outbreak, which forced the cancellation of the Lida property owners annual meeting. As a result, emails, phone contacts, and "Beach Captains" have been the main sources of information on the petition.

A LID has taxing authority, which is intended to build a more reliable revenue stream for lake improvement initiatives.

Lida association officers have created a "question-answer" document, which accompanies this article.