Building – Environmental Health – Zoning Departments 509 West 5th Street, Red Wing, MN 55066



651-385-3401

To: Goodhue County Board of Commissioners
From: Megan Smith, Land Use Management Director

Mtg. Date: February 18, 2025 Report Date: February 12, 2025

RE: Aquatic Invasive Species (AIS) Contracts

Attachments:

- 1. DNR Aquatic Invasive Species Prevention Inspection Delegation Agreement
- 2. WaterFront Restoration, LLC 2024 Report
- 3. WaterFront Restoration, LLC 2025 Proposal
- 4. WaterFront Restoration, LLC 2025 Contract

Summary:

Staff is requesting Board approval of the DNR Delegation Agreement for Aquatic Invasive Species Inspections; and

Staff is requesting Boad approval of the contract between the County and WaterFront Restoration, LLC.

Background:

Staff have developed yearly plans for the Aquatic Invasive Species program, which is funded by the State of MN. This year, Goodhue County will receive \$62,717 for this program. The program is run by the Land Use Management Department, with assistance from Public Works and the Goodhue Co Soil and Water Conservation District. A committee has been established and meets to oversee this program and the funding.

This year, the plan is to continue working with WaterFront Restoration, LLC to inspect for weeds on boats accessing Lake Byllesby and at the Bay Point Park in the City of Red Wing. The DNR requires delegation agreements to be signed yearly to continue the AIS program inspections. WaterFront Restoration, LLC will be hiring employees to perform the inspections, and they will not be Goodhue County employees. A copy of the proposal is attached, along with the contract in an amount not to exceed \$30,390. A copy of the inspections and results from the 2024 season is also attached.

The balance of the \$62,717 for the AIS program is spent on public education and awareness, and the County has partnered with TVO – The Valley Outdoors, on bulk of the public awareness campaign.



DELEGATION AGREEMENT Aquatic Invasive Species (AIS) Prevention Inspection of Water-related Equipment

This agreement is made by and between the Department of Natural Resources (referred to as DNR), an administrative agency of the State of Minnesota and

(referred to as Governmental Unit), a local government unit (individually referred to generally as a Party or together as Parties). This agreement is entered into under authority granted to DNR pursuant to Minnesota Statutes section 84D.105.

WHEREAS AQUATIC INVASIVE SPECIES (AIS) are nonnative species that cause or may cause economic or environmental harm or harm to human health or threatens or may threaten natural resources or the use of natural resources in the state;

WHEREAS DNR has been authorized and charged with responsibility by the state legislature to establish a statewide program to prevent and manage the spread of AIS in coordination with other governmental entities; DNR has in its employ conservation officers trained and authorized to enforce the state invasive species laws; and DNR has developed AIS inspection protocols;

WHEREAS pursuant to Minnesota Statutes section 84D.105, Subdivision 2(a), Governmental Unit is a Tribal or local government that agrees to assume legal, financial, and administrative responsibilities for inspection programs on some or all public waters within their jurisdiction; and

WHEREAS DNR and Governmental Unit are committed to the following three core principles:

- Coordination of their authority and resources to develop a reasonable and effective water-related equipment inspection requirement to stop the spread of AIS in the state and prevent the introduction of new AIS;
- a collaborative, cooperative approach to AIS management and prevention;
- ensuring continued access to public waters.

NOW, THEREFORE it is mutually agreed by and between the Parties as follows:

1. PURPOSE. The purpose of this agreement is to enhance Minnesota's capacity to prevent the spread of AIS by enabling local governmental entities to perform AIS inspections and manage access to water resources in keeping with the three principles stated above.

2. TASKS AND RESPONSIBILITIES.

A. DNR or its delegee will provide training of individuals employed by Governmental Unit and/or individuals working for contractors to Governmental Unit as inspectors and, upon successful completion of training and testing requirements, the DNR will certify individuals as authorized inspectors in accordance with Minnesota Statutes section 84D.105, subd. 2(a). DNR will assume all obligation for training to the extent set forth in Minnesota Statutes section 84D.105.

- B. When requested by a law enforcement agency, DNR Enforcement will provide AIS training to licensed peace officers
- C. Governmental Unit will work with their local city and county law enforcement to ensure that local licensed peace officers are available to support Governmental Unit inspectors. Governmental Unit inspectors shall utilize local city and county law enforcement agencies as their primary law enforcement support when inspection stations are operated. DNR Conservation Officers may assist with support if a local agency officer is unavailable and there is an egregious violation.
- D. Governmental Unit will design and implement an AIS inspection program, detailed in a Watercraft Inspection Program Plan, which must be approved by DNR, on some or all public waters within their jurisdiction utilizing existing authorities and the authority granted to inspectors under Minnesota Statutes sections 84D.105, subd. 2(b) and 84D.10, subd. 3(a), clauses 1, 3, and 4 (the Program). The program must comply with all requirements in Minnesota Statutes section 84D.105 and in DNR Watercraft Inspection Program procedures and manuals.
- E. Governmental Unit will designate individuals employed by the Governmental Unit and/or individuals working for contractors to Governmental Unit to serve as inspectors for the Program and ensure that these individuals complete the required training and certification in paragraph 2A of this agreement prior to performing inspections. Governmental Unit will help coordinate training of licensed peace officers as provided under paragraph 2B of this agreement.
- F. Governmental Unit will provide one or more inspection stations established under the Program with trained and certified inspectors, who will exercise inspection authorities in accordance with current DNR procedures and manuals. General inspection procedures include:
- i. Visually and tactilely inspecting water-related equipment to determine whether aquatic invasive species, aquatic macrophytes, or water is present;
- ii. Instructing persons on how to comply with AIS laws by removing AIS, draining, decontaminating, or treating AIS and water-related equipment to prevent the transportation and spread of aquatic invasive species, aquatic macrophytes, and water;
- iii. Issuing verbal orders to prohibit placing water-related equipment, that has AIS attached or water that has not been drained, into waters of the state;
- iv. With owner's consent, assisting with the removal of AIS and decontamination of water-related equipment; and
- v. Contacting local law enforcement or Conservation Officers if a person transporting watercraft or water-related equipment refuses to take corrective actions to remove AIS or fails to comply with requirements to drain water prior to leaving the water access.
- G. Governmental Unit will support education and outreach projects and programs designed to increase public awareness and knowledge of the risks AIS pose to water resources and public capacity to contribute to the effort to prevent and manage the spread of AIS.
- H. Governmental Unit assumes legal, financial, and administrative responsibilities for their staff and/or individuals working for contractors and the actions of their staff/contractors and will bear costs incurred in completing the tasks and responsibilities herein, except that DNR will provide, at its sole expense, staff and/or contracted professionals to coordinate and conduct the training described herein.
- I. Governmental Unit and DNR will regularly meet or consult with each other to collaboratively develop the above-described elements of Governmental Unit AIS Program and potential models that could be used by other local government entities to help the prevent the spread of AIS, guided by the three core principles stated above.

J. Governmental Unit must submit an End-of-Season Watercraft Inspection Report to the DNR summarizing the results and issues related to implementing the inspection program. 3. LIABILITY. Each Party to this agreement shall be liable for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party, its agents, volunteers or employees. It is understood and agreed that liability and damages arising from the Parties' acts and omissions are governed by the provisions of the Municipal Tort Claims Act, Minnesota Statutes Chapter 466, the Minnesota Tort Claims Act, Minnesota Statutes section 3.736, and other applicable laws. **4. TERM AND TERMINATION.** The agreement becomes effective on the date of final signature. This agreement expires on December 31; . The agreement may be terminated with or without cause by 30-day written notice to the other Party. **5. ENTIRE AGREEMENT.** This agreement supersedes any prior or contemporaneous representations or agreements, whether written or oral, between DNR and Governmental Unit, and contains the entire agreement with regard to the subject matter herein. **6. AMENDMENTS.** This agreement may be amended only by the mutual consent of the Parties in writing, signed by each of the Parties. 7. NOTICE. Any written communication required under this agreement will be addressed to the other Party as follows, except that any Party may change its representative and/or address for notice by so notifying the other Party in writing: To DNR: Watercraft Inspection Program Supervisor Minnesota Department of Natural Resources 500 Lafayette Road, Box 25 St. Paul MN 55155-4025 **To Governmental Unit:** Name/Title:

- **8. GOVERNING LAW AND VENUE**. This agreement will be governed by and interpreted in accordance with the laws of the State of Minnesota. Venue for all legal proceedings out of this agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.
- **9. WAIVERS**. The waiver by DNR or Governmental Unit of any breach or failure to comply with any provision of this agreement by the other Party will not be construed as nor will it constitute a continuing waiver of such provision or a waiver of any other breach of or failure to comply with any other provision of this agreement.

Governmental Unit:

Address:

Address:

- **10. STATE AUDITS.** Under Minnesota Statutes section 16C.05, subd. 5, Governmental Unit books, records, documents, and accounting procedures and practices relevant to this agreement are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this agreement.
- 11. GOVERNMENT DATA PRACTICES. Governmental Unit and DNR must comply with the Minnesota Government Data Practices Act, Minnesota Statute Chapter 13, as it applies to all data provided by DNR under this agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by Governmental Unit under this agreement. The civil remedies of Minnesota Statute section 13.08 apply to the release of the data referred to in this clause by either Governmental Unit or DNR.

If Governmental Unit receives a request to release the data referred to in this Clause, Governmental Unit must immediately notify the DNR's Data Practices Compliance Official. The Governmental Unit's response to the request shall comply with applicable law.

The state complies with Minnesota Government Data Practices Act regarding the released of any data created, collected, received, stored, used, maintained, or disseminated by the respective party under this agreement. The state and the Governmental Unit shall let each other know when a data request has been received.

IN WITNESS WHEREOF, intending to be legally bound, the Parties hereto execute and deliver this agreement.

GOVERNMENTAL UNIT:
By:
Title:
Date:
DEPARTMENT OF NATURAL RESOURCES
By:
Title: Director, Division of Ecological and Water Resources
Date:
COMMISSIONER OF ADMINISTRATION
By:
Title:
Date:





2024 Season Report



Goodhue County Watercraft Inspections

Waterfront Restoration, LLC December 30, 2024

Goodhue County Watercraft Inspection Survey Data Table of Contents

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2024 Goodhue County Watercraft Inspection Program

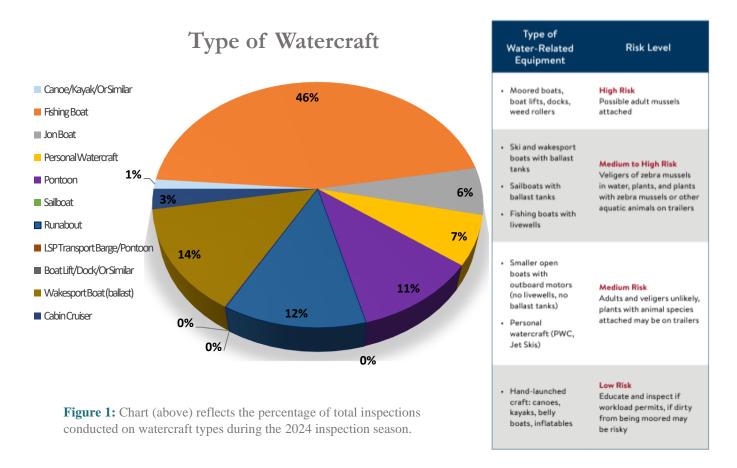
Watercraft Inspection Summary

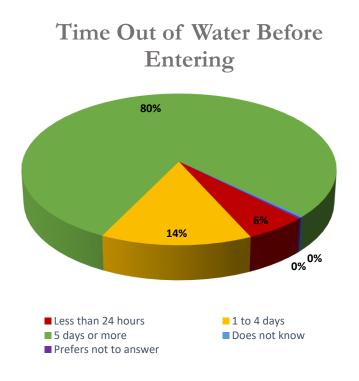
Waterfront Restoration was contracted to administer and manage Goodhue County's 2024 Aquatic Invasive Species (AIS) watercraft inspection program. The county desired watercraft inspector coverage for Lake Byllesby and the Mississippi River – Bay Point Park launch on weekends (Friday through Sunday), holidays, and random weekdays throughout the boating season. Lake Byllesby is in the northwest area of Goodhue County where it shares a border with Dakota County. The Bay Point Park launch is located in Red Wing. The 2024 AIS inspection program began on Friday, May 24th, and

Table 1: Goodhue 2024 Inspection Totals Inspection Month Enter Exit Hours May 73 31 76 298 234 June 436 July 510 286 222 August 551 373 244 September 345 330 184 October 34 85 44 **Total** 1,949 1,403 1,005

concluded on Sunday, October 13th. According to official Minnesota DNR inspector survey data, 3,359 watercraft inspections were completed during the 2024 program season (Table 1). Of that total, 1,949 were entering inspections, 1,403 were exiting inspections, 5 courtesy inspections, and 2 lift inspections were conducted.

The inspection survey data reveals that 1,543 of all inspected watercrafts (46%) were conducted on fishing boats, while 467 wake sport boats (ballast) were the second most inspected watercraft at 14% of the total (Figure 1). Runabouts were 12% (417) and pontoons were 11% (365), followed by personal watercrafts (7%), Jon boats (6%), cabin cruisers (3%) and canoes/kayaks/or similar at 1%.





The data also shows that throughout the 2024 inspection season, 80% of watercraft entering had been left out of any body of water for the recommended 5 days or more, while 14% were reported as only being out for 1-4 days (Figure 2). However, on 111 occasions, or 6% of entering watercraft, it was reported as being out of the water for less than 24 hours. The remaining 12 (less than 1%) boaters reported that they either did not know how long the watercraft had been out of the water for, or they preferred not to answer.

Figure 2: Chart (left) reflects the percentage of responses from entering boaters regarding the amount of time the watercraft had been out of the water before entering that day.

While the vast majority of inspected watercraft were recorded as being trailered by vehicles from Minnesota, the remaining watercraft were recorded as being brought in by out-of-state vehicles. The state with the most vehicles trailering a watercraft was Wisconsin at 165, followed by Iowa at 31 and Illinois at 7 (Figure 3). Note that when determining what state a watercraft is from, only the license plate number of the vehicle pulling the watercraft is recorded.

Number of Out-of-State Watercraft Inspected

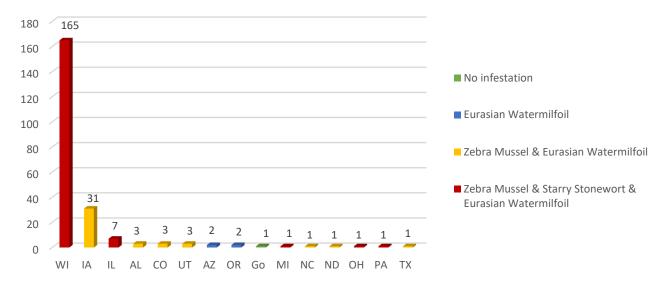


Figure 3: Graph (above) reflects the number of watercraft recorded as being from out-of-state. Each state is color-coded to indicate certain AIS that has been reported in the state.

From the survey data, we determined that the busiest month for watercraft inspections was August, with 924 completed surveys. July was the second busiest month with 799 inspection surveys logged (Figure 4), followed by September (675). May and October have understandably lower inspection counts since they did not have inspection coverage for the full month. Further detail by week can be found in Figure 5, where it shows that the fourth week of July has the highest count of inspection surveys at 327.

Inspections by Month 1,000 924 900 **799** 800 736 675 700 600 500 400 300 244 234 222 200 184 120 105 100 May Jun Jul Oct Aug Sep ■ Total Inspections Total Hours

Figure 4: Graph (above) reflects the number of inspection surveys, and the hours of inspector coverage logged each month during the 2024 inspection season.

Inspections and Hours Per Week

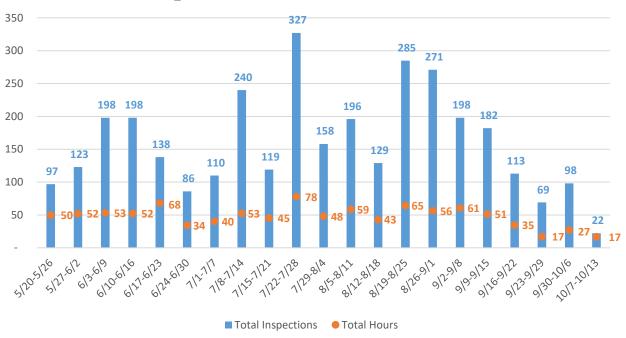


Figure 5: Graph (above) reflects the number of inspection surveys, and the hours of inspector coverage logged each week during the 2024 inspection season.

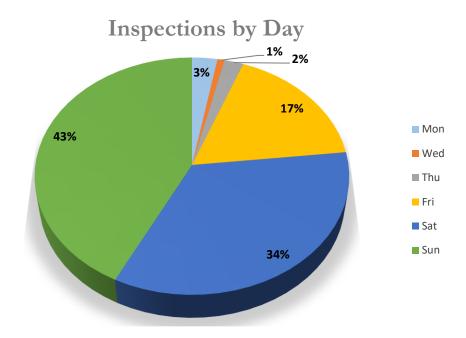


Figure 6: The chart (above) reflects the distribution of completed inspection surveys by day of week during the 2024 inspection season.

The data shows that the busiest day for inspections was Sundays which accounted for 43%, or 1,431 of the total number of inspections (Figure 6). Saturdays were the second busiest day of the week at 34%, and Fridays followed with 17% of the total inspections being completed on that day. On Fridays, Saturdays, and Sundays alike, the data shows that the busiest time of day for inspections is between 11 A.M. to 4 P.M. (Figure 7). The second busiest time of day is shown to be from 4 P.M. to 10 P.M.

Inspection by Time of Day

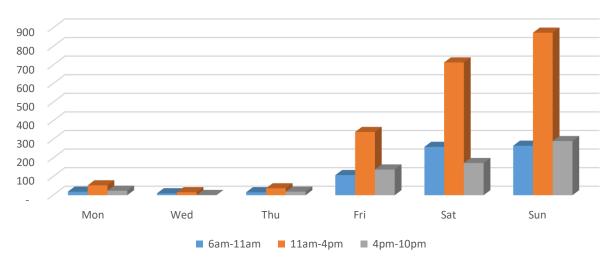


Figure 7: Graph (above) reflects the number of inspection surveys completed by day of week during the 2024 inspection season.

Of the entering inspections, the waterbody most visited by boaters prior to entering an inspector-staffed launch within Goodhue County was the Mississippi River, with 754 boaters reporting last being there (Figure 8). The other most common responses were Lake Byllesby (584), Storage (159), St. Croix River (44), and Wisconsin (31). This information can help us understand where new AIS infestations arise from since AIS are often unintentionally transported between bodies of water via watercraft, trailers, and other water-related equipment.

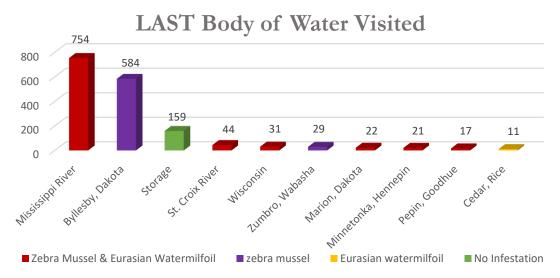


Figure 8: Graph (above) reflects the number of boaters that reported the last lake visited prior to entering another waterbody via one of the Goodhue County staffed launches during the 2024 inspection season. **Note: "No infestation"** only means that such lakes are not infested with the mentioned AIS. The graph only shows the top 10 responses.

Likewise, of the same entering inspections, the boater responses about which waterbody they would be visiting next, showed that the majority of boaters leaving an inspector-staffed launch within Goodhue County would head to Mississippi River (560), Lake Byllesby (450), and Storage (48) (Figure 9).

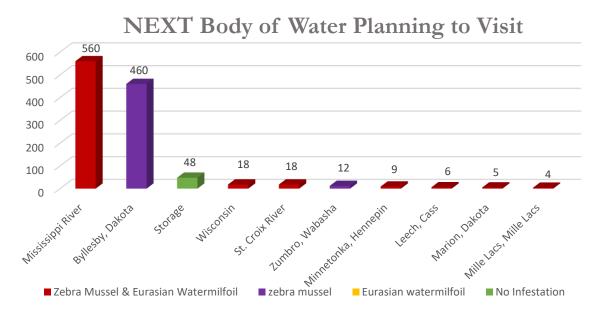


Figure 9: Graph (above) reflects the number of boaters that reported the next lake they expected to visit after exiting Lake Byllesby East launch during the 2024 inspection season. **Note: "No infestation" only means that such lakes are not infested with the mentioned AIS. Graph only shows the top 10 responses.**

Lake Byllesby

Lake Byllesby received 618 hours of inspector coverage from May 24th through October 13th and had 1,005 entering and 640 exiting inspections completed (Table 2). Inspections were completed on the Lake Byllesby launch at a rate of 2.7 per hour of coverage. Lake Byllesby was unfortunately declared infested with Zebra Mussels in August of 2023 making the presence of a watercraft inspector even more critical from a compliance and educational standpoint.

Goodhue County required inspector staffing eight and a half hours a day, Friday to Sunday, holidays, and six random weekdays. The

inspector staffing was strategically scheduled to have inspectors present at the launch during the anticipated busiest times.

Table 2: Lake Byllesby 2024 Watercraft Inspection Totals Inspection Month Enter Exit Hours 1 43 May Jun 254 143 143 Jul 309 177 164 290 202 149 Aug Sep 142 106 102 Oct 9 12 17 **Total** 1,005 640 618

The inspection survey data reveals that more than 46% of all inspections were conducted on fishing boats, while runabouts were the second most inspected watercraft at 22% (Figure 10). Pontoons (15%), Personal Watercrafts (9%), Wake sport boats (with ballasts) (5%) Jon boats (2%), and Canoe/Kayak/or Similar (1%) accounted for the bulk of the remaining traffic to the launch.

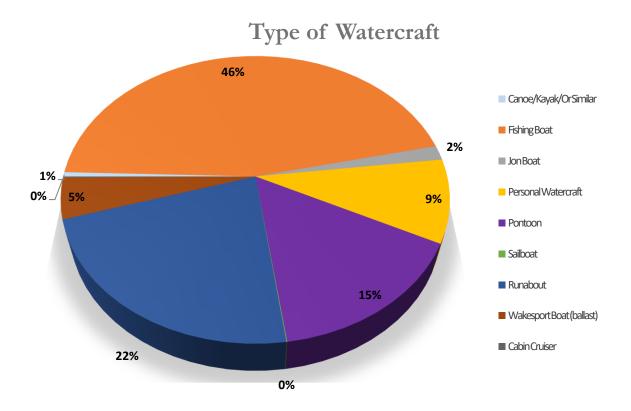


Figure 10: Chart (above) reflects the percentage of total inspections conducted on watercraft types during the 2024 inspection season.

Time Out of Water

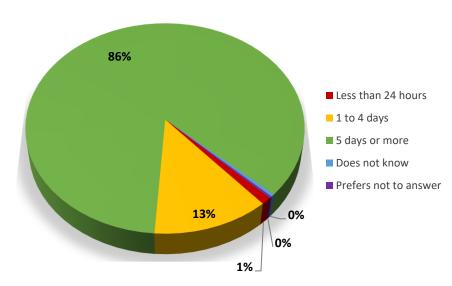


Figure 11: The chart (above) reflects the percentage of responses from boaters entering Lake Byllesby regarding the amount of time their watercraft had been out of the water before entering.

The data also shows that throughout the 2024 inspection season, 86% of watercraft entering had been left out of any body of water for the recommended 5 days or more. This is a high percentage of watercraft out of the water for 5+ days which is long enough for any AIS to completely die before potentially entering a new body of water. Another 13% of boaters were reported as only being out for 1-4 days (Figure 11). However, 11 (1%) entering watercraft were recorded as being out of the water for less than 24 hours. 7 boaters reported that they did not know or preferred not to answer.

From the survey data, we determined that July (486 inspections) was the busiest month for watercraft inspections. August was also a high-traffic month with 432 inspections. Traffic volume held steady into late August and September due to unseasonably warm fall weather. Further detail by week can be found in Figure 12, which shows that the last week of July had the highest count of inspection surveys at 166 total.

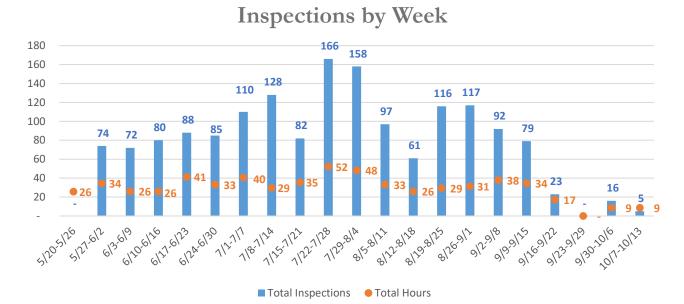


Figure 12: Graph (above) reflects the number of inspection surveys, and the hours of inspector coverage logged at Lake Byllesby each week during the 2024 inspection season.

The data also allowed us to determine the busiest days and busiest times of day throughout the inspection season. It is shown that the busiest days for inspections were Sundays (718 inspections), followed by Saturdays (524 inspections) and Fridays (280 inspections) (Figure 13).

Inspections by Week Day

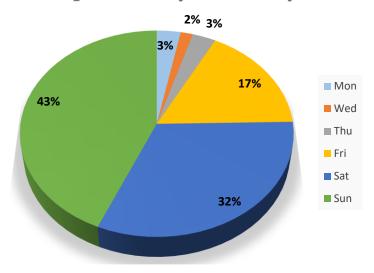


Figure 13: Chart (above) reflects the distribution of completed inspection surveys on Lake Byllesby by day of the week during the 2024 inspection season.

Inspections by Time of Day

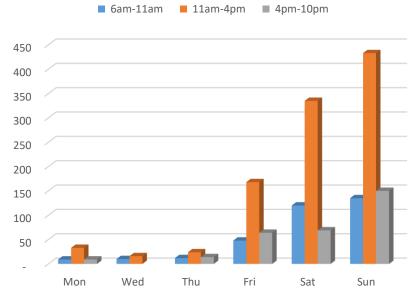


Figure 14: Graph (above) reflects the number of inspection surveys reported by day of the week at Lake Byllesby during the 2024 inspection season.

The data shows that the busiest time of day for inspections is between 11 AM to 4 PM (Figure 14). The second busiest time of day is shown to be from 6 AM to 11 AM.

Of the entering inspections, the waterbody most visited by boaters prior to entering Lake Byllesby was Lake Byllesby itself, with 566 boaters reporting last being there (Figure 15). The other most common responses were Storage (139), Mississippi River (36), St. Croix River (20), and from Marion (17). This information can help us understand where new AIS infestations arise from since AIS are often unintentionally transported between bodies of water via watercraft, trailers, and other water-related equipment.

LAST Body of Water Visited

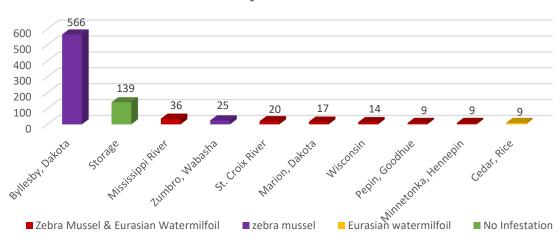


Figure 15: Graph (above) reflects the number of boaters that reported the last lake visited prior to entering Lake Byllesby during the 2024 inspection season. **Note: "No infestation" only means that such lakes are not infested with the mentioned AIS. The graph only shows the top ten responses.**

Likewise, of the same entering inspections, the boater responses pertaining to which waterbody they would be visiting next, showed that most boaters leaving Lake Byllesby would be heading right back to Lake Byllesby (459). (Figure 16).

NEXT Body of Water Planning to Visit

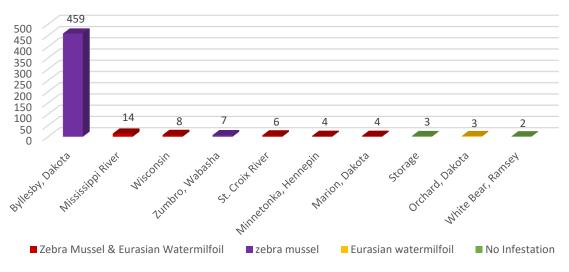


Figure 16: The graph (above) reflects the number of boaters that reported the next lake they expected to visit after Lake Byllesby during the 2024 inspection season. **Note:** "No infestation" only means that such lakes are not infested with the mentioned AIS.

Trends at Lake Byllesby

The following graphs were created using the data gathered from the 2019 to 2024 watercraft inspection program at Goodhue County's Lake Byllesby public water access administered by Waterfront Restoration.

Using the survey and staffing data that we have gathered over the six seasons of watercraft inspections we are able to create the following graphs and analyze them for trends within boater and AIS movement, and the inspection program efficacy overall. The knowledge gathered from the provided information can then be used by the county to adjust and improve the inspection program as desired. The accuracy of these trend graphs is possible thanks to Goodhue County continually contracting Waterfront Restoration to administer the watercraft inspection program.

The number of inspection surveys completed in 2024 increased by 353 inspections compared to 2023, while the number of inspection hours increased by 113 (Figure 17).

Survey Totals and Staffing Hours

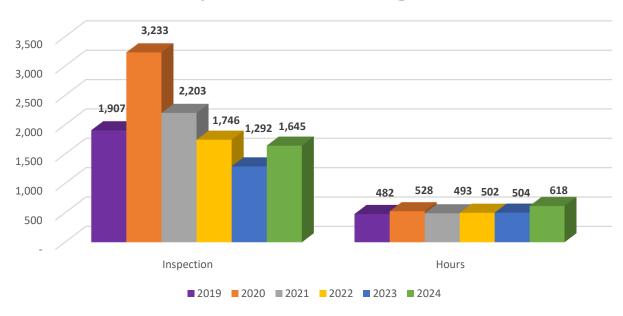


Figure 17: Graph (above) shows the comparison of inspection surveys completed and hours of coverage at Lake Byllesby East launch between 2019 - 2024.

Inspections by Month

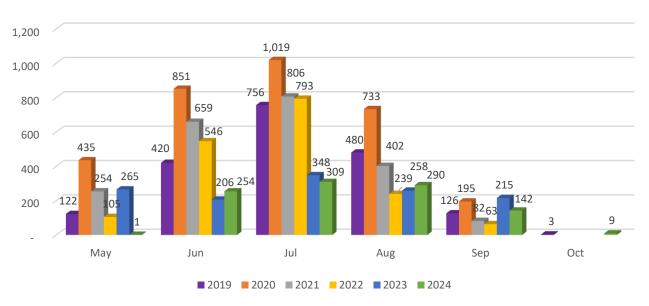


Figure 18: Graph (above) shows the comparison of inspection surveys completed by month in 2019 - 2024.

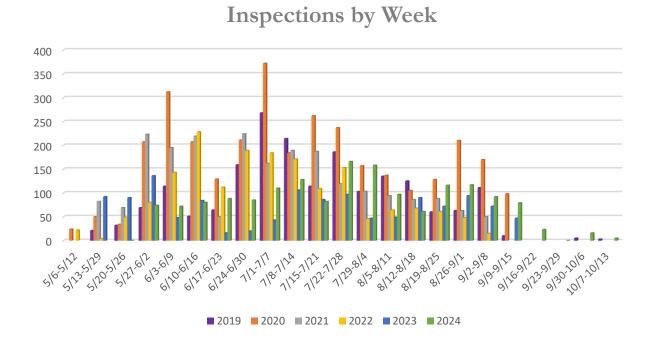


Figure 19: Graph (above) shows the comparison of inspection surveys completed by week in 2019 - 2024.

Entering watercraft who arrive at a lake access with their drain plug in and/or arrive with aquatic plants, water, or mud in or on their watercraft violate Minnesota state AIS statutes. Figures 20, 21, and 22 below show the number of these cases reported over the last six years. Historically, both entering and drain plug violations were seldom discovered over the past four out of five seasons. The greatest improvements come after the 2019 season. The trend has been suggesting that our inspectors' educational efforts, and presence at the launch every weekend are leading to positive public behavioral improvements with their responsibilities regarding AIS. There was an increase in 2023 in entering watercraft of both plants found and the drain plug in upon arrival at the launch, however, the numbers decreased again in 2024.

Comparison of MN AIS Law Violations by Year

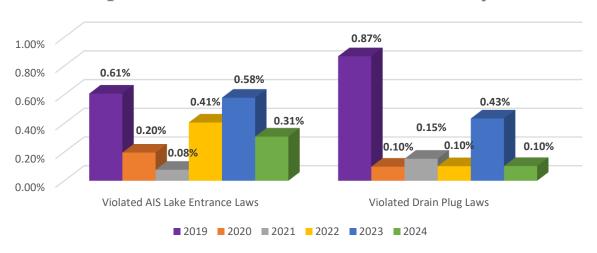


Figure 20: Graph (above) shows the comparison of the percentage of total boaters that violated Minnesota Aquatic Invasive Species (AIS) Laws between 2019 and 2024.

Over the past six years, the <u>entrance</u> findings have remained consistently low. During the 2024 season there was a decrease in plants found and boaters arriving at the launch with drain plugs already in the watercraft (Figure 21).

Comparison of Findings at Entrance by Year

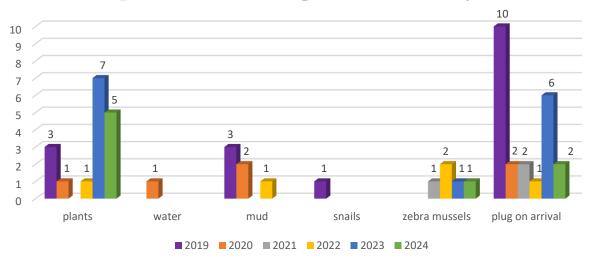


Figure 21: The graph (above) is a comparison of findings during entering inspections between 2019 and 2024.

Over the past six years, the most common <u>exiting</u> findings have been plants (Figure 22). This season saw a significant decrease in plants being found on exiting inspections from 2022, but similar low findings compared to 2023. This decrease can potentially be attributed to the public self-inspecting and cleaning their boaters promptly upon exiting. Another factor could be that there was less aquatic vegetation growth in the lake this season. Also, wind direction blowing floating plants away from the launch lane on the busy weekends when boat owners were trailering their watercraft off the lake would reduce the volume of plants getting stuck on trailer bunks and wheel wells. The primary inspector working at this launch over the past three seasons has been retained and consistently scheduled, which adds experience-based benefits to Lake Byllesby and the boaters who visit it.

For the fourteen exiting watercraft that were found to have plants, if any were stuck and not removable by hand, the boat owner was issued a one-way permit by the authorized inspector to transport the watercraft on the roadways to be decontaminated. In each of these situations, the boater was referred to the staffed decontamination unit at the Dakota County Lake Byllesby launch.

Comparison of Findings at Exit by Year

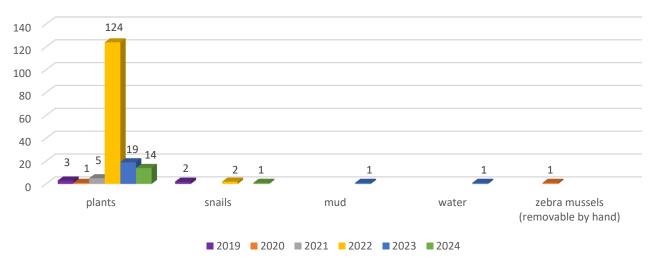


Figure 22: The graph (above) is a comparison of findings during exiting inspections between 2019 and 2024.

Mississippi River - Bay Point Park

Mississippi River - Bay Point Park had a lower count of inspection surveys and fewer hours of coverage compared to Lake Byllesby. In total, Mississippi River - Bay Point Park was staffed for 387 hours from May 24th through October 13th and had 944 inspections (entering), 763 (exiting) completed over this period (Table 3). The Bay Point Park launch averaged 4.4 inspections per hour of inspector coverage in 2024.

This was the second season of inspector staffing at the launch. The launch was closed due to flooding for three weekends in July.

 Table 3: Mississippi River - Bay Point Park 2024 Inspection Types

Month	Enter	Exit	Inspection Hours
May	72	31	33
Jun	182	155	91
Jul	201	109	59
Aug	261	171	95
Sep	203	224	83
Oct	25	73	27
Total	944	763	387

The launch was also closed during the first weekend of August for Red Wing's River City Days, so no inspectors were staffed. Beyond those closed days the launch was staffed on weekends by one primary watercraft inspector, and three others who occasionally worked shifts there.

The survey data reveals that 46% of all inspections were conducted on fishing boats, while Wake sport Boats (with ballasts) were the second most inspected watercraft at 23% (Figure 23). Jon boat (11%), Cabin Cruiser (5%), Personal Watercraft (4%), Canoe/Kayak/or Similar (2%), Runabout (3%) and the rest (less than 1%) accounted for the remaining total of inspected watercraft.

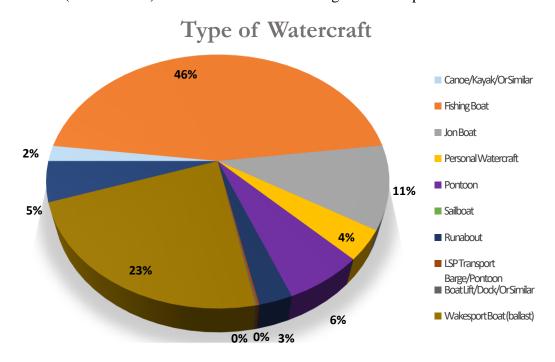


Figure 23: Chart (above) reflects the percentage of total inspections conducted on watercraft types at Mississippi River - Bay Point Park during the 2024 inspection season.

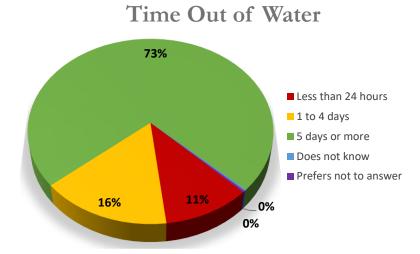


Figure 24: The chart (above) reflects the percentage of responses from boaters entering at Mississippi River - Bay Point Park regarding the amount of time their watercraft had been out of the water before entering.

The data also shows that throughout the 2024 inspection season, 73% of watercraft entering had been kept out of water for the recommended 5 days or more, while 16% were reported as only being out for 1-4 days (Figure 24). Another 11% of entering watercraft were recorded as being out of the water for less than 24 hours. The rest (3) of the boaters either do not know or prefer not to answer.

From the survey data, we determined that the busiest month for watercraft inspections at Mississippi River - Bay Point Park was August. Further detail by week can be found in Figure 25, which shows that the third week of August has the highest count of inspection surveys at 169.

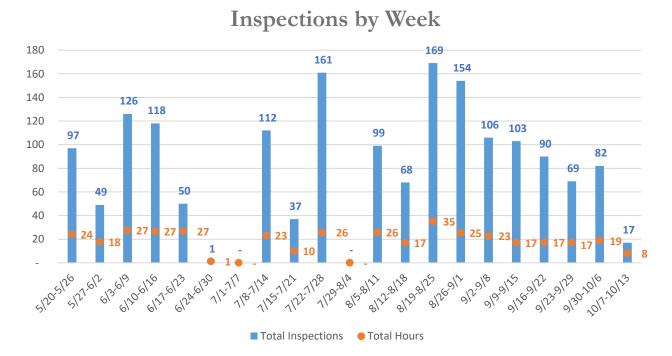
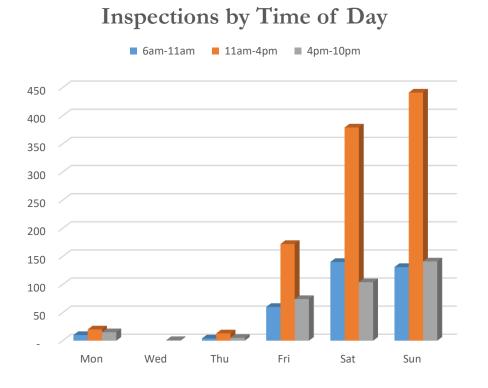


Figure 25: Graph (above) reflects the number of inspection surveys, and the hours of inspector coverage logged at Mississippi River - Bay Point Park each week during the 2024 inspection season.

The data also allowed us to determine the busiest days and busiest times of day over the course of the inspection season. It is shown that the busiest days for inspections were Sundays, followed closely by Saturdays. (Figure 26).

Inspections by Weekday 3% 0% 18% Mon Wed Thu Fri Sat Sun

Figure 26: Chart (above) reflects the distribution of completed inspection surveys on Mississippi River - Bay Point Park by day of the week during the 2024 inspection season.



On Fridays, Saturdays, and Sundays alike, the data shows that the busiest time of day for inspections is between 11 A.M. to 4 P.M. (Figure 27).

Shift times were varied earlier or later by a couple of hours depending on the day in an attempt to be present when boat traffic would be using the launch.

Figure 27: Graph (above) reflects the number of inspection surveys reported by the time of day, and day of week at Mississippi River - Bay Point Park during the 2024 inspection season.

Of the entering inspections, the waterbody most visited by boaters before entering Mississippi River - Bay Point Park was Mississippi River - Bay Point Park itself, with 718 boaters reporting last being there (Figure 28).

LAST Body of Water Visited

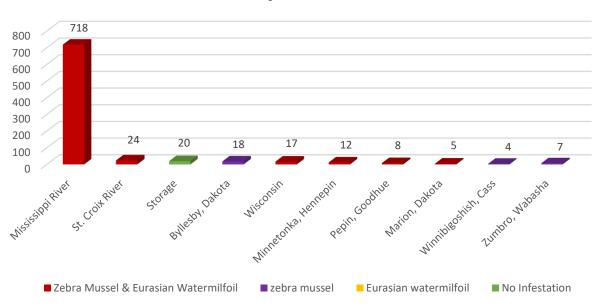


Figure 28: Graph (above) reflects the number of boaters that reported the last lake visited prior to entering Mississippi River - Bay Point Park during the 2024 inspection season. Note: "No infestation" only means that such lakes are not infested with the mentioned AIS. The graph only shows the top ten responses.

The boater responses of which waterbody they would be visiting next, showed that most boaters leaving Mississippi River - Bay Point Park would head back to Mississippi River - Bay Point Park (546) (Figure 29).

NEXT Body of Water Planning to Visit

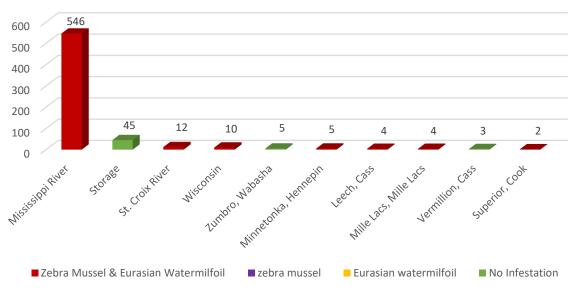


Figure 29: Graph (below) reflects the number of boaters that reported the next lake they expected to visit after Mississippi River - Bay Point Park during the 2024 inspection season. **Note: "No infestation" only means that such lakes are not infested with the mentioned AIS. The graph only shows the top ten responses.**

Inspection Findings, Violations, and Decontaminations

Combined between both Lake Byllesby East launch and the Mississippi River - Bay Point Park public water access sites, 6 watercraft were in violation of Minnesota AIS laws upon entering, of which 5 were plants, and 1 was zebra mussels (Figured 30).

Entering Violation by Body of Water

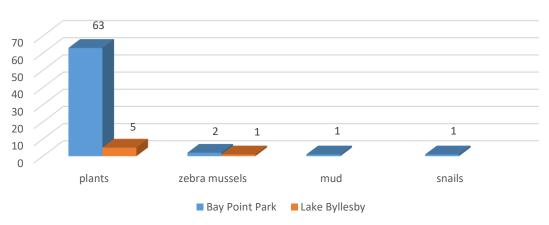


Figure 30: Graph (above) the comparison of findings during entering and exiting for both launches in 2024.

On exiting watercraft, on Lake Byllesby there were 14 findings of plants and 1 case of native snails, while on the Mississippi River - Bay Point Park there were 271 plants found, 59 cases of snails, on and/or in the watercraft, trailer, or equipment, 2 cases of zebra mussels, 3 cases of water, and 4 findings of water (Figure 31).

The Mississippi River is known to be infested with zebra mussels so finding the AIS on the two watercraft was not a new infestation. In these situations, the inspector will assist the boat owner in removing as many as possible by hand. If any ZMs are not able to be removed by hand the inspector will issue a one-way permit, so that the boat owner can then legally transport the watercraft directly to a location at which it can be decontaminated. These are important educational opportunities for boaters, so they can be fully aware of their responsibility never to transport AIS.

Exiting Violation by Body of Water

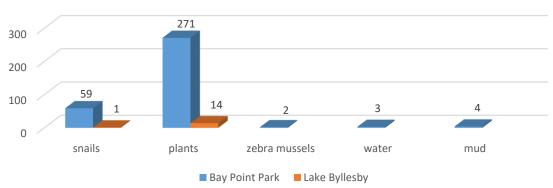


Figure 31: The graph (above) is the comparison of findings during entering and exiting for both launches in 2024.

Overall, the rate of AIS compliance by boaters in Goodhue County is still remarkably high. One possible explanation for this is the consistent presence of watercraft inspectors at the launch every Friday, Saturday, Sunday, random weekdays, and holidays each of the past 6+ boating seasons. With this consistency, the public is much more familiar with the AIS inspection processes, and they have learned to be self-responsible for making sure their watercraft is clean going in and clean coming out. The high rate of compliance with state AIS statutes is also a sign that the educational efforts of the inspectors while engaging with the public are paying off with more clean, drained, and dry boats entering and exiting the lake.

Comparing the greater quantity of potential AIS findings at the Bay Point Park launch versus Lake Byllesby it is recommended to maintain at least the same level of watercraft inspector coverage at this location in future boating seasons.

Summary and Comments

The 2024 watercraft inspection season began on May 24th and concluded on October 13th. Within that period Waterfront Restoration provided Goodhue County with 72 days and 112 shifts of inspector coverage at the Lake Byllesby East and/or Mississippi River - Bay Point Park launch. The Lake Byllesby Park project continues to deliver excellent improvements to the parking lot, watercraft cleaning lanes, a CD3 unit, and overall, a much easier layout for inspectors and the public to utilize the lake while preventing the spread of AIS!

Key impacts from the 2024 watercraft inspection season:

- In total, Inspectors conducted 3.3 inspections per hour.
- AIS law compliance and drain plug compliance were great. Compared to the year prior, AIS violations and drain plug violations decreased, and as a percentage of all boaters, the compliance rate was high. Inspectors made numerous comments to management throughout the season that most boaters seem to have a strong understanding of their responsibility in preventing the spread of AIS.
- Inspectors offered public assistance at the boat ramp as needed. At times this included directing traffic in the parking lot, holding a watercraft on the dock while a vehicle was retrieved, and offering insight for navigating the lake and launch area.
- Represented the company and Goodhue County politely and professionally.
- Successfully enforced the state AIS statutes.

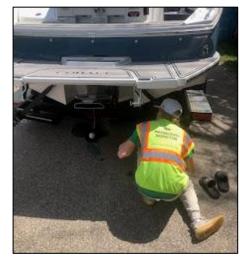
Recommendations for the 2025 watercraft inspection season:

- Continue with the same level of coverage and consider more weekday coverage throughout the season.
- The expanded inspector coverage for the Mississippi River launch at Bay Point Park was certainly warranted and valuable for AIS prevention efforts. Unfortunately, due to weather events and a few days of inspector scheduling conflicts, we were not able to fulfill all of the targeted 504 hours dedicated to the launch. However, we were able to reallocate those hours and make valuable use of them at the Lake Byllesby launch. We have re-reassessed our recruiting needs and aim to provide balanced coverage between the two launches in 2025.

Overall, the watercraft inspection season was another success! Thank you for trusting Waterfront Restoration to recruit, staff, train, and manage a team of dedicated inspectors to help protect the

Goodhue County lakes and rivers. We look forward to continuing our services to the county, and the people who enjoy our Minnesota natural resources next season.

Pictured to the right is the Waterfront Restoration Watercraft Inspector conducting a thorough visual inspection of the runabout's transom and motor area.



Appendix

Why do watercraft inspections?

Entering Inspection

How are your watercraft inspectors trained and what is your inspection protocol?

Little known facts about inspections

Should our county or lake consider expanding inspections to include more weekday shifts?

Watercraft Inspection Checklist

What are some of the AIS CURRENTLY on other lakes within Goodhue County?

What are some of the AIS laws and Penalties?

Other questions



Executive Summary

Waterfront Restoration appreciates the opportunity to submit this best value for watercraft inspection and boater education services to aid Goodhue County again in 2025 in preventing the spread of aquatic invasive species. This proposal presents our overall approach and solution to ensure we achieve and exceed your expectations.

The hourly rate proposed for Level 1 inspections is \$30.79 per hour. Please see page 6 for more detail.

Quality of inspectors:

Waterfront Restoration is committed to ensuring we have the right people working at your lakes and that they are correctly trained/managed. Thus, we compensate them with high hourly wages. Doing so helps us, on your behalf, to staff your lakes with reliable, presentable, and professional inspectors that create a positive experience for your boaters while also protecting your lakes.

There are also five- core issues if you don't pay inspectors enough: 1.) You don't get enough inspectors in time for the start of the season (Fishing Opener)- you are still busy trying to find people to work for cheap. 2.) The people you find to work for cheap are, in most cases, younger- high school- early college, less personable, friendly, and educational with boaters. 3.) You take whoever comes in/applies- you don't have enough applicants to self-select out or reject based on their lack of customer service/ professionalism/past job experience etc. Thus 4.) You get a lot of mid-season turnover-reliability issues. These inspectors will jump ship before the end of the season, leaving launches unstaffed, and won't show up to shifts at times because, again, they were not screened properly. 5.) Your inspectors from the season prior won't return- if you can't keep their pay up with inflation and match their performance, then you have no one coming back year after year and are back to square one.

<u>In conclusion, you are paying for results</u> - for the highest quality inspectors that will intercept the most boats with potential AIS on them-you aren't paying for just an hourly rate- you don't want the cheapest option or just a warm body at the launches. When you hire us, it is our job to ensure you have a successful AIS prevention program that provides you with peace of mind knowing that your lakes are protected. In addition, our high-quality program inspectors help prevent the spread of AIS, keep your county out of the news for the wrong reasons, better educate your boaters, and represent your county in a first–class positive image to the public.

About Waterfront Restoration

Waterfront Restoration specializes in providing high-quality, fully managed Level 1 and Level 2 watercraft inspections and boater education services to counties, associations, and watershed districts throughout the state of Minnesota since 2015. We have 3 branches: Twin Cities, Brainerd, and Detroit Lakes.

We have developed a four-point formula that provides expertise in recruiting, training, reporting, and management of seasonal staff for aquatic invasive species prevention and control programs. This expertise allows us to recruit and retain watercraft inspectors who share our passion for lake preservation and professionally represent your county.

Our staff works closely with the Minnesota DNR, counties, counties, and lake associations in Minnesota to keep our knowledge current on aquatic invasive species issues and best practices for watercraft inspections.

Clients that have chosen us to protect their lakes see our value beyond a monetary exchange. They see us as their partner in lake protection. Waterfront Restoration is devoted to keeping your lakes clean and preventing the spread of AIS. We do that through hiring the right people, providing them with the skills necessary to keep boaters informed and watercrafts thoroughly inspected, and managing them to ensure your expectations are met. In an industry riddled with unstable small businesses that have one or two full-time staff trying to manage everything, Waterfront Restoration is a professional service company with an expert management team that consistently delivers high-quality results for our clients.

Our difference from other inspection companies:

Here is an information page on the additional value that Waterfront Restoration provides over other inspection companies: https://bit.ly/Inspectiondifferentiators

We provide inspection and education services to the following clients. I am happy to provide you with contact info if you would like to reach out to any/all of them for a reference.

- Dakota County
- Goodhue County
- Meeker County
- Scott County
- Hennepin County
- Ramsey County
- Christmas Lake Association
- Prior Lake Spring Lake Watershed District
- City of Eden Prairie- Carver County
- Minneapolis Park and Recreation Board (MPRB)

Scope of Work

INSPECTORS:

Standard included items: ☑ DNR Trained Level 1 and Level 2 inspectors to inspect and educate boaters- education is the #1 defense in AIS spread. ☑ Inspectors that are knowledgeable of the area and passionate about preservation of the county lakes. ☑ All standard equipment and inspectors uniforms. ☑ DNR surveys on cell phone. ☑ Inspectors are a minimum of 18 years old. ☑ Highest standards and highest wages provided to inspectors=high retention. ☑ Ability to recruit/retain previous year's inspectors even if a different contractor employed them previously.

Our service also includes these five added benefits to ensure you have the best inspectors:

- 1. <u>Rigorous candidate screening and evaluation process</u>. It is designed to identify the traits of high-performing inspectors. We refer to it as our "above and beyond" approach as it ensures our inspectors are carefully interviewed and selected based on suitability for the role. The impact of this hiring approach is highlighted in an unsolicited comment we received from a county client:
 - "When interacting with inspectors from Waterfront Restoration, they were far more thorough and friendly than some I've seen in other areas of the state. Some others I've encountered were not friendly at all and really seemed like that was the last thing they wanted to be doing."
- 2. A weighted interview scoring system to rate the candidates based upon twenty different aspects that we feel are critical to success in the role. Some of the scored qualification aspects include knowledge of AIS, customer service experience, de-escalation communication experience, attention to detail, and previous inspector experience. If a candidate does not achieve the target score, that person is not hired.
- 3. <u>Customer service test.</u> Inspector candidates must pass our customer service test to ensure they have the relationship, speaking, and rapport skills necessary to interact with your boating community. Thus, as your boaters interact with our inspectors, they have a positive experience throughout the inspection process.
- 4. Video interviews for every candidate. While some providers only conduct phone interviews, we conduct video interviews with every candidate. Video interviews help to select those who represent themselves professionally, and thus, will represent your county professionally. It also shows that they have the basic technical skills needed to complete app based DNR surveys and mobile time clocking in during the Summer.

5. Additional data files uploaded to each inspector's cellphone. Inspectors use cellphones on which DNR software is loaded (or county owned tablets). Also loaded on each device is AIS inspection procedures, the types of watercrafts that may be encountered at the boat landing, the AIS inspection manual from the Minnesota DNR, a copy of the Aquatic Nuisance Species (ANS) guide, a contact list for the contractor and county staff that includes phone numbers for the correct personnel at our office, conservation officers, local sheriff's department, and county staff. During onboarding, inspectors are trained how to use the devices and the software.

MANAGEMENT:

Standard included items: ☑ Management of advertising, interviewing, and hiring the most reliable and professional inspectors. ☑ The best training program and support structure. ☑ Schedule flexibility based on your preferences of when you want inspectors and where. ☑ Online scheduling view for county interaction and GPS attendance tracking of inspectors. ☑ Weekly Spot checks and quality checks. ☑ A dedicated roaming inspector coach and area manager. ☑ Assistance for AIS violations. ☑ Ongoing training all Summer. ☑ Updates on lake infestations. ☑ Any new inspectors at the beginning of the season we spend extra time with them. ☑ We build relationships with area associations. ☑ We build off knowledge of the county. ☑ Standard reporting provided- at frequency desired by county. ☑ All violations will be reported to the AIS Coordinator within 24 hours and include photos, boat registration numbers, and license plate numbers.

Our management service also includes these 5 additional benefits to ensure you have the best inspection program:

- 1. Supplemental training class. After completing the standard DNR training and before deployment in the field, inspectors are guided through our supplemental training seminar. They participate in a comprehensive program in our online training platform. Each module ends with the required completion of a quiz. This helps to ensure mastery of the content. Examples of the modules and instructional videos include: Our safety process for handling adverse conditions with boaters, boater communication best practices, customer service and Verbal de-escalation skills, lake/location specific expectations, known infestations, watercraft compendium-which includes manufacturing insights to help understand where to better inspect for AIS on specialty watercraft such as wakeboard boats, sailboats, advanced fishing boats, and lake service providers.
- 2. We have a dedicated Inspections intern. They are responsible for overseeing both the process and the inspector team to ensure compliance with regulation and law and consistency in the delivery of our services. Waterfront Restoration designates and ensures the interns meets regularly with inspectors. The intent of the check/meeting is to ensure inspectors remain highly engaged and their skills stay fresh thus ensuring the highest quality inspection of every watercraft. It also helps identify any poor performers right away instead of letting them do a poor quality job all season, we can replace them right away. During the check or meeting the manager provides the inspector with ongoing feedback and training. This includes customer service review, refreshers on boat inspection procedures, and coaching on proper inspection protocol.
- 3. Six project managers on call at our headquarters. With six managers at our headquarter office (instead of just one or two), there is ALWAYS an expert available for inspector questions and to respond to any violations found by inspectors in the event the inspector supervisor or ara manager is busy. Project Managers can be reached by phone, text, and email seven days a week. This access is not only provided to inspectors but to the county as well. All managers and supervisor staff are tasked with developing relationships with each of our inspectors as this is a key to retention and high job performance of the inspectors. Also, employees are surveyed monthly via an anonymous online questionnaire. The survey asks questions about company culture, overall performance, and recognition by superiors. Surveys can be accessed via an internal online link.
- 4. <u>Case Number accuracy review</u>. Our managers are responsible for monitoring inspector surveys weekly for case number accuracy. They provide inspectors with feedback if there are inaccuracies and then make the corrections to the

database with Adam Doll/DNR if necessary. Case number review ensures the county has accurate inspection data for its lakes.

5. Advanced scheduling software enables the ability of coverage when a primary inspector is unable to work a shift.

• PAYROLL:

Standard included items: ☑ Waterfront Restoration is an independent contractor and takes full responsibility for managing and paying of its inspectors. ☑ Anyone employed by our company is a W-2 employee. ☑ We collect required W4s and provide W2s. ☑ Inspectors are paid hourly and receive payment biweekly with proper withholdings of FICA, FUTA, state unemployment, workers compensation, and state and federal withholding, as required by law. ☑ We maintain our own liability insurance and workers compensation. ☑ We pay higher hourly wages, as mentioned previously, in order to staff your lakes with the best and most reliable, presentable, and professional inspectors that create a positive experience for your boaters while also protecting your lakes.

Schedule

- Waterfront Restoration will manage the schedule with input from the county, as appropriate.
- During the implementation of the contract, a shift schedule framework is developed in conjunction with county input.
 The weekly inspector schedule is available at least one week in advance throughout the season. Scheduling is
 arranged to align with the county's requirements and to ensure excess hours are not scheduled without the county's
 approval.
- Waterfront Restoration uses advanced calendar software to manage scheduling to ensure coverage requests are met.
- There are some cases where some shifts or portions of shifts will not be covered due to unexpected illness/absence, or
 inclement weather. These shifts will be reallocated to different days/shifts throughout the season so that total season
 coverage hours meet the County's preferred season total hours. This may require a minority of shifts move to
 weekdays or extend beyond the anticipated end date.
- The inspector recruiting process begins upon notice of award of the contract. Inspection start dates are also dependent on DNR training session availability as their schedules and class capacities are limited.

Lake Details	Day	Operation	n Hours	Hours	Start	End		Total weeks	Day total Hrs	Total Access Hrs
Lake Byllesby-	Friday	9:30 AM	6:00 PM	8.5	5/16	8/29	16	Total Fridays	136	
Goodhue County Park	Saturday	9:30 AM	6:00 PM	8.5	5/10	8/30	17	Total Saturdays	145	
boat launch (Cannon	Sunday	9:30 AM	6:00 PM	8.5	5/11	8/31	17	Total Sundays	145	493
Falls)- Level 1 inspector	Random	9:30 AM	6:00 PM	8.5			6	Total Weekdays	51	
	Holidays	9:30 AM	6:00 PM	8.5			2	Memorial Day & Labor Day	17	
Lake Details	Day	Operation	n Hours	Hours	Start	End		Total weeks	Hrs	Access
Mind and David	Friday	9:30 AM	6:00 PM	8.5	5/16	8/29	16	Total Fridays	136	
Mississippi- Bay Point	Saturday	9:30 AM	6:00 PM	8.5	5/10	8/30	17	Total Saturdays	145	
Park boat launch (Red Wing)- Level 1	Sunday	9:30 AM	6:00 PM	8.5	5/11	8/31	17	Total Sundays	145	493
inspector	Random	9:30 AM	6:00 PM	8.5			6	Total Weekdays	51	
	Holidays	9:30 AM	6:00 PM	8.5			2	Memorial Day & Labor Day	17	

GRAND TOTAL 987

Investment

We provide the best value to protect your lakes.

\$30.79 per hour for level 1 inspectors A few important aspects about our pricing: 1) You are only billed when inspectors are "clocked-in" at the launch site. 2) All overhead costs such as recruiting, company training, DNR training, holiday pay, ongoing management, protocol compliance, technology, software, and reporting are included in the hourly rate. 3) Our pricing is fully transparent. The invoices we provide are simply the multiplication of the hours inspectors worked at the launch multiplied by the hourly rate.

Minimum of 450 inspection hours required for rate outlined.

The county will be invoiced monthly, in advance, based upon the expected number of hours to be worked in the next succeeding month (for each month its "Expected Hours"). In the event the actual number of hours worked during any month exceeds the Expected Hours, Waterfront will invoice the county for the additional hours. In the event the actual number of hours worked is less than the Expected Hours, Waterfront will issue to the county a credit note for the excess hours.

Also included in the rate above are these 4 items. If you are looking for savings on the hourly rate, please let me know and I can remove these out of the hourly rate calculation and add them as a la carte options instead.

- 1. We provide a highly detailed end of year report like this: http://bit.ly/EOYReportExample . If you prefer Instead a basic 2–4-page end of season report summarizing total hours worked etc. we can do that.
- 2. We provide a highly detailed monthly report like this: http://bit.ly/MonthlyReport-Example . If you prefer instead a standard monthly hours report, we can do that.
- 3. Uniforms/equipment- ie vests, name tags, safety equipment
- 4. Background checks- Prior to hire, every inspector undergoes a criminal background check to identify felony convictions and sexual offender convictions. Candidates with those convictions are not hired.

AI A Carte Options

ITEM/DESCRIPTION	PRICING
Tablets for all inspectors instead of phones.	\$85 per inspector
Inspectors complete the MNDNR search for AIS at the Water Access once per day per this	Contact for specific pricing
guidance https://files.dnr.state.mn.us/natural_resources/invasives/prevention/search-ais-	
water-access.pdf	
2-4 hour safety training session with County Sheriff's Department.	Contact for specific pricing
Additional data collection beyond the DNR process- such as specific weed species	Contact for specific pricing
identified on boats prior to launching- i.e. instead of the standard DNR reporting of "plants	
removable by hand" Waterfront could document it was Eurasian Milfoil or Curly Leaf	
Pondweed or Starry Stonewort etc.	

Step by Step checklist- How to implement a program with Waterfront Restoration

Status	<u>Dates</u>	Task description	
1 December		Waterfront Restoration and AIS coordinator have a phone conversation to discuss the	
	December	current status of your program and the goals for the coming season.	
	Lanuary	Waterfront Restoration sends the AIS coordinator a proposal via email for hours, launches	
	January	and details of our company for you to review.	
	Mid January	Once you review proposal, you can email or call Waterfront Restoration to revise any of the	
V	iviid-jailuary	details of the proposal.	
	Mid-Ianuary	Waterfront Restoration sends a signed contract to the AIS coordinator.	
	Title January	waterriont restoration sends a signed contract to the rine coordinator.	
	Early- February	AIS coordinator reviews, signs and sends back to Waterfront Restoration.	
		The AIS coordinator completes and signs the DNR delegation agreement and program plan	
		(links below) and sends those via mail and email to the DNR along with the executed	
		Mid- February	contract:
		Delegation agreement link click <u>here</u>	
		Inspection Program Plan link click here	
	>>>>	December January Mid-January Mid-January Early- February	

Now, relax, Waterfront Restoration takes over the details. You are still involved as much as you want in the Watercraft inspection process, but you now have freed up a lot more of your Summer to concentrate on other AIS plan activities that may be important or urgent. You don't have to worry about recruiting, training, managing/answering inspector questions, scheduling, protocol compliance, technology, reporting, or spot checking, we handle all the details for you!

7	Late March	The DNR sends back an executed delegation agreement letter.	
8	Early-April	As we hire inspectors, we will email you to notify you and have the DNR train each inspector.	
9	Late April	Once all inspectors have been trained, we will notify you and you will just need to forward our email to the DNR, which notes inspector names and which training dates they were at.	
10	Early May	The DNR will then send back an email with an attached executed inspection authorization letter.	
11	May-September	We send you a weekly and monthly report of hours worked by lake and by access broken down per day as well as observations from inspectors that month, so you know exactly what is going on in the County on a weekly and monthly basis. At the end of the Summer, we send you an annual report.	

Appendix

Insurance

Please reference this link https://bit.ly/WaterfrontRestoration-Certificate-of-insurance to review our insurance specifications/certificate.

References

Please contact me for a full detailed list of references from clients who have used and/or are using our watercraft inspection services.

CONTRACT BETWEEN THE COUNTY OF GOODHUE AND WATERFRONT RESTORATION, LLC FOR AQUATIC INVASIVE SPECIES WATERCRAFT INSPECTION SERVICES

This Contract is between County of Goodhue ("County") and Waterfront Restoration, LLC, P.O Box 783, Long Lake MN, 55356, ("Contractor"). Contractor is a Minnesota Limited Liability Company. This Contract uses the word "parties" for both County and Contractor.

WHEREAS, the County requires services for Aquatic Invasive Species Watercraft Inspection Services.

WHEREAS, the Contractor represents, covenants, and warrants it can and will perform the services according to the provisions of this Contact and Contractor's Proposal ("Contractor's Proposal"), attached and incorporated as Exhibit 1; and

ACCORDINGLY, the parties agree:

1. TERM

This Contract is effective and enforceable on the date the last party executes this Contract ("Effective Date") and expires on October 12, 2025, or the date on which all Services have been satisfactorily performed and final payment is made, whichever occurs first.

2. CONTRACTOR'S OBLIGATIONS

- 2.1. <u>General Description</u>. Contractor shall provide the services generally described in the specification document and Contractor's Proposal (collectively, "Services").
- 2.2. <u>Conformance to Specifications</u>. Contractor represents, covenants, and warrants it can and will perform the Services in a timely manner according to this Contract.
- 2.3. <u>Standard of Care</u>. In the performance of the Services, Contractor shall use the care and skill a reasonable practitioner in Contractor's profession would use in the same or similar circumstances.
- 2.4. <u>Ability to Perform</u>. Contractor shall maintain staff, facilities, and equipment necessary to perform under this Contract. Contractor shall promptly provide Notice to the County when it knows or suspects it may be unable to perform under this Contract. The County shall determine whether such inability requires amendment or termination of this Contract. No Notice of Default is required to terminate under this section.
- 2.5. <u>Changes in Policy or Staff.</u> The County may terminate this Contract by providing 10 calendar days' Notice if the Contractor makes or proposes significant changes in policies or staffing.
- 2.6. <u>Successors and Assigns</u>. In order to continue Services under the Contract and subject to the County's prior written consent, in the event of a voluntary or involuntary dissolution, merger, sale, transfer, reorganization, acquisition or winding down of the Contractor's business, all rights, duties, liabilities, obligations, and provisions of this Contract bind, benefit, and are assumed by the successors, legal representatives, trustees, or assigns of the Contractor as permitted by the County.

3. PAYMENT

- 3.1. <u>Total Cost</u>. County will pay Contractor a total amount not to exceed Thirty Thousand Three Hundred Ninety and 00/100 Dollars (\$30,390) ("Contract Maximum"). The Contract Maximum is not subject to any express or implied condition precedent. The County is not required to pay for any minimum amount of any Services.
- 3.2. <u>Compensation</u>. The County shall pay for purchased Services in the fixed amounts set out in the Contractor's Cost Details of the Contractor's Proposal.

- 3.3. <u>Time of Payment</u>. The County shall pay Contractor within 35 calendar days after the date on which Contractor's invoice is received. If the invoice is incorrect, defective, or otherwise improper, the County will notify Contractor within 10 calendar days after the date on which the invoice is received. The County will pay Contractor within 35 calendar days after the date on which the corrected invoice is received.
- 3.4. Interest on Late Payments. This provision is required by Minn. Stat. § 471.425. The County shall pay interest of 1½ percent per month or any part of a month to the Contractor on any undisputed amount that is not paid on time. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10. For unpaid balances of less than \$100, the County shall pay the actual interest penalty due the Contractor.
- 3.5. <u>Late Request for Payments</u>. The County may refuse to pay invoices received or postmarked more than 90 calendar days after the date that the invoiced Services were performed.

3.6. Payment for Unauthorized Claims.

- A. Payment does not prevent the County from disputing the claim. Payment of a claim is not a waiver, admission, release, ratification, satisfaction, accord, or account stated by the County.
- B. The County is not responsible for any interest, fee, or penalty if it withholds payment for failure to comply with any provision of this Contract or during the pendency of an audit or inspection.
- C. If the County requires an audit or inspection, the County does not have to pay any invoices until the audit or inspection is complete. Upon completion of the audit or inspection, the County will pay the Contractor pursuant to the time period for payment after receipt of an invoice.
- D. The County may offset any overpayment or disallowance of claim by reducing future payments.

4. COMPLIANCE WITH LAWS/STANDARDS

- 4.1. <u>General</u>. Contractor shall abide by all Federal, State or local laws, statutes, ordinances, rules, and regulations now in effect or hereafter adopted pertaining to this Contract or to the facilities, programs, and staff for which Contractor is responsible. Any violation of this section is a material breach of this Contract. No Notice of Default is required to terminate under this section.
- 4.2. <u>Minnesota Law to Govern</u>. The laws of Minnesota govern all matters related to this Contract, without giving effect to the principles of conflict of law. Venue and jurisdiction for any litigation related to this Contract must be in those courts located within Goodhue County, State of Minnesota or U.S. District Court, District of Minnesota.
- 4.3. <u>Licenses</u>. At its own expense, Contractor shall procure and maintain all licenses, certifications, registrations, permits, or other rights required to perform the Services under this Contract. Contractor shall furnish copies of the above to the County upon request. Contractor shall provide Notice to the County of any changes in the above within 5 calendar days of the change. Any violation of this section is a material breach of this Contract. No Notice of Default is required to terminate under this section.

5. INDEPENDENT CONTRACTOR STATUS

Contractor is an independent contractor. Nothing in this Contract is intended to create an employer and employee relationship between the County and the Contractor. Contractor is not entitled to receive any of the benefits received by County employees and is not eligible for workers' or unemployment compensation benefits. Contractor also acknowledges and agrees that no withholding or deduction for State or Federal income taxes, FICA, FUTA, or otherwise, will be made from the payments due Contractor, and that it is Contractor's sole obligation to comply with the applicable provisions of all State and Federal tax laws.

6. NOTICES

6.1. Each Notice must be signed by the Authorized Representative. Notices may be signed electronically. Unless otherwise stated in a specific section of this Contract, any notice or demand, (collectively, "Notice") must be in writing and provided to the Authorized Representative by at least one of the following:

- A. Personal delivery, which is deemed to have been provided upon receipt as indicated by the date on the signed affidavit; or
- B. Registered or Certified Mail, in each case, return receipt requested and postage prepaid, which is deemed to have been provided upon receipt as indicated by the date on the signed receipt, certification, or affidavit; or
- C. Nationally or internationally recognized overnight courier, with tracking service with all fees and costs prepaid, which is deemed to have been provided upon receipt as indicated by the date on the signed receipt, certification, or affidavit; or
- D. Except for Notices of Termination and Notices of Default, email, which is deemed to have been provided upon receipt as indicated by the date on a report generated by the outgoing email server indicating that the email was successfully sent, passed, or transmitted to the email server of the Authorized Representative's email address, or upon receiving an email confirming delivery to the Authorized Representative's email address.
- 6.2. If the Authorized Representative rejects or otherwise refuses to accept the Notice, or if the Notice cannot be provided because of a change in contact information for which no Notice was provided, then the Notice is effective upon rejection, refusal, or inability to deliver.

7. INDEMNIFICATION

- 7.1. General. To the greatest extent allowed by law, in the performance of or failure to perform this Contract, Contractor shall indemnify, defend (in the case of third-party claims, with counsel satisfactory to County), and hold harmless the County, its officers, agents, and employees, from and against any actual or alleged loss, litigation cost (including, but not limited to, reasonable attorney fees and costs and expenses of defense), costs, settlement, judgment, demands, damage, liability, lien, debt, injury, harm, fees, fines, penalties, interest, expenditure, diminution in value, disbursement, action, claim, proceeding, or dispute of any sort (collectively "Losses"), whether or not involving a third party, which are attributable to Contractor's, or Contractor's agents', independent contractors', employees', or delegatees', actual or alleged:
 - A. Intentional, willful, or negligent acts or omissions; or
 - B. Actions or omissions that give rise to strict liability; or
 - C. Negligent or intentional misrepresentation, breach of warranty, covenant, contract, or subcontract whether or not well-founded in fact or in law, known or unknown, foreseen or unforeseen, fixed or contingent and howsoever originating or existing, and whether or not based upon statute, common law, or equity. This indemnity provision survives expiration or termination of this Contract.
- 7.2. <u>Limitations</u>. The indemnification obligations of this section do not apply to the extent that liability is the direct or proximate result of the County's negligence. This limitation is not a waiver on the part of the County of any immunity or limits on liability under Minn. Stat. Ch. 466, or other applicable State or Federal law.
- 7.3. Notice. The parties shall promptly provide Notice in writing and in reasonable detail of:
 - A. Any demand, action, suit, or proceeding against the party providing Notice; or
 - B. Any event or fact that may give rise to indemnification under section 7.1 by Contractor.
- 7.4. Control of Defense and Settlement. Contractor shall promptly provide Notice to the County of any proposed settlement, and Contractor may not, without County's prior written consent (which the County will not unreasonably withhold, condition, or delay), settle such claim or consent to entry of any third-party judgment. Nothing in this section precludes Contractor from allowing County to undertake control of the defense.

8 INSURANCE

Contractor shall maintain policies of insurance as set forth, and pay all retentions and deductibles under such policies of insurance. Any violation of this section is a material breach of this Contract. This section survives expiration or termination of this Contract. No Notice of Default is required to terminate under this section.

9. SUBCONTRACTING

- 9.1. <u>Subcontracting Generally Prohibited</u>. Contractor shall not assign or delegate any interest, right, duty, or obligation related to this Contract without the County's prior written consent. The County may void any purported assignment, delegation, or subcontract in violation of this section.
- 9.2. <u>Permitted Subcontracting</u>. Contractor may subcontract with the subcontractors identified in Contractor's Proposal or as permitted by the County in writing, subject to the following:
 - A. Contractor shall be responsible for the performance of its subcontractors.
 - B. All subcontractors shall comply with the provisions of this Contract.
 - C. Contractor remains responsible for performing Services under and complying with this Contract, regardless of any subcontract.
- 9.3. Notice to County. Contractor shall provide Notice to the County of any complaint, demand, action, proceeding, filing, lien, suit, or claim that Contractor has not paid or failed to timely pay any subcontractor. Notice must be provided no later than 10 calendar days after the date on which the Contractor first receives the complaint, demand, action, proceeding, filing, lien, suit, or claim.
- 9.4. Payment of Subcontractors. This provision is required by Minn. Stat. § 471.425. Contractor shall pay the subcontractor within 10 calendar days after the date on which the Contractor receives payment from the County for undisputed Services performed by the subcontractor. Contractor agrees to pay interest of 1½ percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10. For unpaid balances of less than \$100, the Contractor shall pay the actual interest penalty due the subcontractor.
- 9.5. A violation of any part of this section is a material breach of contract.

10. FORCE MAJEURE

Neither party shall be liable to the other party for any loss or damage resulting from a delay or failure to perform, due to unforeseeable acts or events outside the defaulting party's reasonable control, providing the defaulting party gives notice to the other party as soon as possible. Acts and events may include acts of God, acts of terrorism, war, fire, flood, epidemic, acts of civil or military authority, and natural disasters.

11. DEFAULT

- 11.1. Notice of Default. Unless otherwise stated in a specific section of this Contract, no event or circumstance constitutes a default giving rise to the right to terminate for cause unless and until a Notice of Default is provided to the defaulting party, specifying the particular event or circumstance, series of events or circumstances, or failure constituting the default and cure period, if any.
- 11.2. <u>Cure Period</u>. The party providing the Notice of Default has the option, but is not required, to give the other party an opportunity to cure the specified default. If an opportunity to cure is given, it must be specifically described in the Notice of Default, including any period in which to comply.
- 11.3. <u>Withholding Payment</u>. Notwithstanding any other provision of this Contract, the County may, after giving Notice of Default, withhold, without penalty or interest, any payment which becomes due after Notice of Default is provided until the specified default is excused or cured, or the Contract is terminated.

12. TERMINATION

- 12.1. <u>Termination Without Cause</u>. Either party may terminate this Contract without cause by providing 30 calendar days' Notice of Termination to the other party.
- 12.2. <u>Termination for Cause or Material Breach</u>. Either party may terminate this Contract for cause by providing 7 calendar days' Notice of Termination to the other party, unless a different procedure or effective date is stated within the specific section of this Contract under which the default occurs. In addition to other specifically stated provisions of this Contract or as otherwise stated in law, events or circumstances constituting default and giving rise to the right to terminate for cause, unless waived, include but are not limited to:
 - A. Making material misrepresentations either in the attached exhibits or in any other material provision or condition relied upon in the making of this Contract;
 - B. Failure to perform Services or provide payment within the time specified in this Contract;
 - C. Failure to perform any other material provision of this Contract;
 - D. Failure to diligently and timely perform Services so as to endanger performance of the provisions of this Contract;
 - E. The voluntary or involuntary dissolution, merger, sale, transfer, reorganization, acquisition or winding down of the Contractor's business.
- 12.3. <u>Termination by County Lack of Funding</u>. The County may immediately terminate this Contract for lack of funding. A lack of funding occurs when funds appropriated for this Contract as of the Effective Date from a nonCounty source are unavailable or are not appropriated by the County Board. The County has sole discretion to determine if there is a lack of funding. The County is not obligated to pay for any Services that are performed after providing Notice of Termination for lack of funding. The County is not subject to any penalty or damages for termination due to lack of funding. No Notice of Default is required to terminate under this section.
- 12.4. <u>Notice of Termination</u>. The Notice of Termination must state the intent to terminate the Contract and specify the events or circumstances and relevant Contract provision warranting termination of the Contract and whether the termination is for cause.
- 12.5. <u>Duties of Contractor upon Termination</u>. Upon the County providing of the Notice of Termination, and except as otherwise stated, Contractor shall:
 - A. Discontinue performance under this Contract on the date and to the extent specified in the Notice of Termination.
 - B. Complete performance of any work that is not discontinued by the Notice of Termination.
 - C. Cooperate with County with any transition of Services.
 - D. Cancel all orders and subcontracts to the extent that they relate to the performance of this Contract.
 - E. Return all County property in its possession within 7 calendar days after the date on which the Contractor receives the Notice of Termination to the extent that it relates to the performance of this Contract that is discontinued by the Notice of Termination.
 - F. Submit an invoice for Services satisfactorily performed prior to the effective date of termination within 35 calendar days of said date.
 - G. Maintain all records relating to the performance of the Contract as may be directed by the County in the Notice of Termination or required by law or this Contract.

- 12.6. <u>Duties of County upon Termination of the Contract for Cause or Without Cause</u>. Upon delivery of the Notice of Termination, and except as otherwise provided, the County shall make final payment to Contractor in accordance with section 3.3 of this Contract for Services satisfactorily performed.
- 12.7. Effect of Termination for Cause or without Cause.
 - A. Termination of this Contract does not discharge any liability, responsibility, or right of any party that arises from the performance of, or failure to adequately, perform the provisions of this Contract prior to the effective date of termination. Termination shall not discharge any obligation which, by its nature, would survive after the date of termination.
 - B. The County shall not be liable for any Services performed after Notice of Termination, except as stated above or as authorized by the County in writing.

13. CONTRACT RIGHTS AND REMEDIES

- 13.1. <u>Rights Cumulative</u>. All remedies under this Contract or by law are cumulative and may be exercised concurrently or separately. The exercise of any one remedy does not preclude exercise of any other remedies.
- 13.2. <u>Waiver</u>. Any waiver is only valid when reduced to writing, specifically identified as a waiver, and signed by the waiving party's Authorized Representative. A waiver is not an amendment to the Contract. The County's failure to enforce any provision of this Contract does not waive the provision or the County's right to enforce it.

14. AUTHORIZED REPRESENTATIVE

14.1. The Authorized Representatives of the respective parties for purposes of this Contract are as follows:

To Contractor:
Derek Lee
Account Manager
PO Box 783
Long Lake, MN 55356
Telephone: 612-424-8543

Derek@waterfrontrestoration.com

To the County: Megan Smith

Goodhue County Land Use Management Department

509 West 5th Street, Red Wing, MN 55066 Telephone: 651-385-3103

megan.smith@goodhuecountymn.gov

14.2. The Authorized Representative, or his or her successor, has authority to bind the party he or she represents and sign this Contract. The County's Authorized Representative shall have only the authority granted by the County Board. The parties shall promptly provide Notice to each other when an Authorized Representative's successor is appointed. The Authorized Representative's successor shall thereafter be the Authorized Representative for purposes of this Contract.

15. LIAISON

15.1. The Liaisons of the respective parties for purposes of this Contract are as follows:

Contractor Liaison: Ben Brandt Telephone: 612-254-7253

Email Address:

Ben@waterfrontrestoration.com

County Liaison: William Lenzen Telephone: 651-385-3112

Email Address:

william.lenzen@co.goodhue.mn.us

15.2. The Liaison, or his or her successor, has authority to assist the parties in the day-to-day performance of this Contract, ensure compliance, and provide ongoing consultation related to the performance of this Contract. The parties shall promptly provide Notice to each other when a Liaison's successor is appointed. The Liaison's successor shall thereafter be the Liaison for purposes of this Contract.

16. OWNERSHIP OF WORK PRODUCT

As the County's contractor for hire, the County shall own in perpetuity, solely and exclusively, all rights of every kind and character, in all proceeds, works, drawings, products, plans, and all other materials created by Contractor pursuant

to this Contract (collectively referred to as "Works"), and the County shall be deemed the author thereof for all purposes. Such Works are deemed "works for hire," as defined in the U.S. Copyright Act, 17 U.S.C. § 101. Contractor shall, upon the request of the County, execute all papers and perform all other acts necessary to assist the County to obtain and register copyrights on such Works. If, for any reason, any of the Works do not constitute a "work made for hire," Contractor hereby irrevocably assigns to the County, in each case without additional consideration, all right, title, and interest throughout the universe in and to the works, including all copyrights therein.

17. AMENDMENTS

Any amendments to this Contract are only valid when reduced to writing, specifically identified as an amendment, and signed by both parties' Authorized Representative.

18. SEVERABILITY

The provisions of this Contract are severable. If any provision of this Contract is void, invalid, or unenforceable, it will not affect the validity and enforceability of the remainder of this Contract unless the void, invalid, or unenforceable provision substantially impairs the value of the entire Contract with respect to either party.

19. MERGER

- 19.1. <u>Final Agreement</u>. This Contract is the final expression of the agreement of the parties. This Contract is the complete and exclusive statement of the provisions agreed to by the parties. This Contract supersedes all prior negotiations, understandings, or agreements. There are no representations, warranties, or provisions, either oral or written, not contained herein.
- 19.2. <u>Exhibits</u>. The following Exhibits and addenda, including all attachments, are incorporated and made a part of this Contract:
 - Exhibit 1 Contractor's Proposal dated January 22nd, 2025
- 19.3. By signing this Contract, Contractor acknowledges receipt of all the above Exhibits and addenda, including all attachments. If there is a conflict between any provision of any Exhibit and any provision in the body of this Contract, the body of this Contract will prevail. To the extent reasonably possible, the Exhibits will be construed and constructed to supplement, rather than conflict with, the body of this Contract.

20. CONFIDENTIALITY

- 20.1. "Protected Data" has the same meaning as Not Public Data as defined in Minn. Stat. § 13.02, subd. 8a. Trade Secret Data as defined in Minn. Stat. § 13.37, subd. 1(b) shall be identified by Contractor to County and included in the definition of Protected Data.
- 20.2. For purposes of this Contract, all data created, collected, received, stored, used, maintained, or disseminated by Contractor in the performance of this Contract is subject to the requirements of the Minnesota Government Data Practices Act ("MGDPA"), Minn. Stat. Chapter 13 and its implementing rules, as well as any other applicable State or Federal laws on data privacy or security. Contractor must comply with, and is subject to, the provisions, remedies, and requirements of the MGDPA as if it were a governmental entity.
- 20.3. Contractor acknowledges that the County may transmit Protected Data to Contractor in connection with Contractor's performance of this Contract. Contractor shall not, at any time, directly or indirectly reveal, report, publish, duplicate, or otherwise disclose Protected Data to any third party in any way whatsoever, unless required or allowed by law. Contractor agrees to implement such procedures as are necessary to assure protection and security of Protected Data and to furnish the County with a copy of said procedures upon request.
- 20.4. Each party shall provide the other party with prompt Notice of a breach of the security of data as defined in Minn. Stat. § 13.055, subd. 1(a) or suspected breach of the security of data and shall assist in remedying such breach. Providing or accepting assistance does not constitute of waiver of any claim or cause of action for breach of contract.

- 20.5. Contractor shall cooperate with the County in responding to all requests for data. Contractor does not have a duty to provide access to public data if the public data are available from the County, except as required by the provisions of this Contract. The parties shall promptly notify each other when any third party requests Protected Data related to this Contract or the Services. Contractor shall ensure that all subcontracts contain the same or similar data practices compliance requirements. All provisions of this Section apply to any subcontract or subcontractor.
- 20.6. This section survives expiration or termination of this Contract.

21. CONTRACT INTERPRETATION AND CONSTRUCTION

This Contract was fully reviewed and negotiated by the parties. Any ambiguity, inconsistency, or question of interpretation or construction in this Contract shall not be resolved strictly against the party that drafted the Contract. It is the intent of the parties that every section (including any subsection), clause, term, provision, condition, and all other language used in this Contract shall be constructed and construed so as to give its natural and ordinary meaning and effect.

22. WAGE WITHHOLDING TAX

Pursuant to Minn. Stat. § 270C.66, County shall make final payment to Contractor only upon satisfactory showing that Contractor and any subcontractors have complied with the provisions of Minn. Stat. § 290.92 with respect to withholding taxes, penalties, or interest arising from this Contract. A certificate by the Minnesota Commissioner of Revenue (Minnesota Department of Revenue Form IC-134, entitled "Withholding Affidavit for Contractors") satisfies this requirement with respect to the Contractor or subcontractor. Form IC-134 Form and Instructions are found at http://www.revenue.state.mn.us/Forms_and_Instructions/ic134.pdf.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the date(s) indicated below.

COUNTY OF GOODHUE	CONTRACTOR (I represent and warrant that I am authorized by law to execute this contract and legally bind the Contractor.)
By:Brad Anderson, Goodhue County Board Chair Land Use Management Department 509 West 5th Street, Red Wing, MN 55066	By: Derek Lee Derek Lee, Account Manager Waterfront Restoration P.O. Box 783 Long Lake, MN 55356
Date of Signature:	Date of Signature: 01/22/2025
COUNTY OF GOODHUE	
By:	
Scott Arneson, County Administrator Administration Department 509 West 5th Street, Red Wing, MN 55066	
Date of Signature:	