

Mudhen Lake Rehabilitation District Meeting

March 16, 2024

Meeting was called to order at Daniels Town Hall by Mitchell Otterson on Saturday March 16th, 2024. There were 13 members in attendance at the town hall.

I. Secretary's Report - Mike Orlikowski read secretary's report.

Motion was made to approve secretary's report by Chuck Awe. Mike Hoef seconded and the motion carried.

II. Treasurers Report - Mike Orlikowski reported the following account balances.

Beginning balances on October 1, 2023: Total - \$17,575.94; Checking - \$353.29; Savings - \$17,222.65

Ending balances on February 29th, 2024: Total - \$17,949.91; Checking - \$7,565.41; Savings - \$10,384.50

Motion was made to approve treasurer's report by Mike Hoef. Chuck Awe seconded and the motion carried.

III. Old Business

A. Lake Update

1. ILIDS Report - Mitchell Otterson shared the eyelids camera report. Mitchell reported 5767 videos with 3314 reviewed. Nothing of note. Peak activity in July.

Comments made that volunteers are a way to go for a pro-active approach to monitoring with an education approach. Contract is for 2024, we have this year to review.

2024 next steps: Bring vote to annual meeting for ILIDS options. By June meeting, have options to discuss and try in July. Potential options mentioned:

- Similar to adopt a highway, seek volunteers
 - Google calendar is an option to use for sign-up
 - Educational card handed out
 - Target heavy launch weekends based on past data
 - Reach out to local businesses doing launches to do their part.
- a. Audio messages – Discussion on adding language for the washing station. Suggestions made:
- Look for a solid single message that repeats itself
 - Cleaning and monitoring are important messages to include

Mary Sagstetter to create a message and provide to Sentry prior to install of camera in mid-April.

- b. Certificate of Insurance – Contract Revision
- Best option available is through Sentry, which adds \$100 to the cost.
- c. Burnett County Lake Survey Summary – Mary Sagstetter called surrounding lakes.
- Most lakes don't have a camera.
 - Signs and notes on many
 - 4-5 lakes in the county have ILIDS
 - Quite a few lakes have cleaning stations

- Mackenzie has a private camera
 - Best medicine is to be pro-active w/volunteers
2. **Lake Monitoring** - Steve Hoffman reported the lake level at 97.12, taken on March 15th, 2024. Lake level was at 97.1 just prior to lake freeze.
 3. **Purple Loosestrife** – Will continue this year. The scope will be updated with the APM.
 4. **Update for Ayers Feasibility Study** – Mary Sagstetter will email the study to everyone. Asking district member to send questions to Mary by the end of April so she can compile prior to the June meeting. Ayers will provide a presentation at the June meeting. The recommendation was made to attend the meeting in person if comments want to be made with respect to the study.

B. Public Comments

- The north side road sign at entry with the names is looking in need of some improvements. Residents will make improvements. The District does not need to be involved.
- Question was asked if anyone has a log of ice in and out.

IV. New Business

- A. APM- Funded Approve by DNR– Next steps is to organize a sub-committee for meeting to be organized by Emily Grant from Burnett County

APM Timeline

- Meeting to discuss goals and objectives – Target to have by the end of the month
- Lake user survey out to users/residents
- Public input meeting

Volunteers needed – Chuck Awe and Steve Hoffman volunteered. Suggestion was made to ask Dan Heintz if he would be interested.

- B. Surface Water Grant Approved – Emily Grant – update landing signs – 8-hour donation
Purple Loosestrife volunteer time counts as donation time
- C. New Power Loading Sign – 11" x 17" – Burnett County is offering to lake association at a cost of \$30/sign

Mike Hoef made a motion to get the sign for \$30 and a post for \$10. Mike Orlikowski seconded the motion.

- D. Building Lake Community

- Interest in having the DNR/others come in and provide presentation on topics of interest
- Activity suggestions: Fishing contest, Ice cream social, Meat raffles, 4th of July activities, Boat parades, Clean-up events, Picnics
- Volunteer aspect
- There will be a Mudhen lake bed in the Siren bed races

Mike Orlikowski made motion to adjourn meeting. Mike Hoef seconded the motion.

Meeting was adjourned by Mitch Otterson

Mudhen Lake Rehab District Report

Date Range: 10/1/23 - 2/29/24		Total Beginning Balance		Checking Balance		Savings Balance	
Date	Description of Deposit or Expense	Check #	Received	Expense	Received	Expense	Received
10/23/2023	Deposit - Lake Study (restricted funds)		\$ 9,890.00	\$ -	\$ -	\$ -	\$ 9,890.00
10/26/2023	BCLRA	1113	\$ -	\$ 50.00	\$ -	\$ 50.00	\$ -
10/31/2023	Interest		\$ 0.84	\$ -	\$ -	\$ -	\$ 0.84
11/30/2023	Interest		\$ 1.11	\$ -	\$ -	\$ -	\$ 1.11
12/29/2023	Interest		\$ 1.15	\$ -	\$ -	\$ -	\$ 1.15
1/2/2024	Ayres - Feasibility Study (restricted funds)	1115	\$ -	\$ 711.00	\$ -	\$ 711.00	\$ -
1/3/2024	Overdraft Fee		\$ -	\$ 36.00	\$ -	\$ 36.00	\$ -
1/22/2024	Transfer from savings to Checking		\$ 711.00	\$ 711.00	\$ 711.00	\$ -	\$ -
1/24/2024	Deposit		\$ 489.43	\$ -	\$ -	\$ -	\$ 489.43
1/31/2024	Interest		\$ 1.14	\$ -	\$ -	\$ -	\$ 1.14
2/4/2024	Ayres - Feasibility Study (restricted funds)	1115	\$ -	\$ 6,818.41	\$ -	\$ 6,818.41	\$ -
2/5/2024	Transfer from savings to checking		\$ 6,818.41	\$ 6,818.41	\$ 6,818.41	\$ -	\$ -
2/20/2024	Deposit (overdraft fee recovery)		\$ 36.00	\$ -	\$ 36.00	\$ -	\$ -
2/29/2024	Interest		\$ 0.83	\$ -	\$ -	\$ -	\$ 0.83
Total			\$ 17,949.91	\$ 15,144.82	\$ 7,565.41	\$ 7,615.41	\$ 10,384.50
	Beginning Balance		\$ -	\$ 17,575.94	\$ -	\$ 353.29	\$ -
	+Total Receipts		\$ 17,949.91	\$ -	\$ 7,565.41	\$ -	\$ 10,384.50
	Subtotal		\$ 35,525.85	\$ -	\$ 7,918.70	\$ -	\$ 27,607.15
	-Total Expenses		\$ 15,144.82	\$ -	\$ 7,615.41	\$ -	\$ 7,529.41
	Ending Balance		\$ 20,381.03	\$ -	\$ 303.29	\$ -	\$ 20,077.74

Total Funds \$ 20,381.03

Mudhen Lake Rehab District - Account Summaries

	General Fund	Lake Management Plan	Emergency Fund	Restricted Funds	Total
9/30/2019	\$ (28.21)	\$ 762.24	\$ 10,000.00		\$ 10,734.03
10/31/2019	\$ (186.82)		\$ 10,000.00		
5/31/2020	\$ 1,906.79	\$ 762.24	\$ 10,000.00		\$ 12,669.03
7/31/2020	\$ 500.00	\$ 284.44	\$ 10,000.00		\$ 10,784.44
9/4/2020	\$ 780.94	\$ 1,000.00	\$ 10,000.00		\$ 11,780.94
2/28/2020	\$ 1,565.91	\$ 1,000.00	\$ 10,000.00		\$ 12,565.91
5/31/2021	\$ 442.10	\$ 2,500.00	\$ 10,000.00		\$ 12,942.10
7/31/2021	\$ 325.76	\$ 2,500.00	\$ 10,000.00		\$ 12,825.76
9/30/2021	\$ 1,080.72	\$ 3,500.00	\$ 10,000.00		\$ 14,580.72
5/31/2022	\$ 297.93	\$ 2,500.00	\$ 5,000.00		\$ 7,797.93
7/31/2022	\$ 498.04	\$ 2,000.00	\$ 5,000.00		\$ 7,498.04
9/31/2022	\$ 364.65	\$ 2,000.00	\$ 5,000.00		\$ 7,364.65
2/28/2023	\$ 3,905.96	\$ 2,000.00	\$ 6,000.00		\$ 11,905.96
5/31/2023	\$ 3,879.31	\$ 2,000.00	\$ 6,000.00		\$ 11,879.31
7/31/2023	\$ 3,521.23	\$ 2,000.00	\$ 6,350.00		\$ 11,871.23
9/30/2023	\$ 2,715.94	\$ 2,000.00	\$ 6,350.00	\$ 6,510.00	\$ 17,575.94
12/31/2023	\$ 2,669.04	\$ 2,000.00	\$ 6,350.00	\$ 16,400.00	\$ 27,419.04
2/29/2024	\$ 2,660.44	\$ 2,000.00	\$ 6,850.00	\$ 8,870.59	\$ 20,381.03

2023 Mud Hen Lake Launch Activity

Sum Count	of Day							
Hour	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Grand Total
0				6				6
1	6			1				7
2	20							20
3	4	6						10
4		6					6	12
5	19	27	10	10	9	17	31	123
6	13	51	42	18	19	31	22	196
7	24	8	6	6	16	23	33	116
8	21	23	33	34	23	11	40	185
9	45	25	34	19	27	24	73	247
10	117	21	41	28	45	64	75	391
11	81	33	18	43	38	48	98	359
12	106	41	27	42	39	64	134	453
13	90	33	31	38	38	87	114	431
14	70	52	42	22	31	61	127	405
15	74	47	39	47	56	56	121	440
16	70	38	43	45	58	56	99	409
17	73	37	58	47	54	67	129	465
18	80	21	47	39	53	67	107	414
19	70	52	48	22	41	37	59	329
20	43	34	43	43	46	52	68	329
21	9	19	9	10	27	12	15	101
22	3	2		3		1	1	10
23						2		2
Grand Total	1038	576	571	523	620	780	1352	5460

Video Review Worksheet **Lake:** Mud Hen Lake, WI (600/month) **Launch:**

Summary Report

This report summarizes I-LIDS monitoring and review activity at the boat launch for 2023.

I-LIDS Summary Data

Date Installed	5/19/23
Date De-installed	10/27/23
Videos Captured	5464
Videos Reviewed by ESP	3314
Total Videos Reviewed	3314
Launches counted	469
% of boat launch videos ¹	14%
Suspect AIS Violations	0
Hours of operation	5am-11pm
Total hours of inspection time	3360

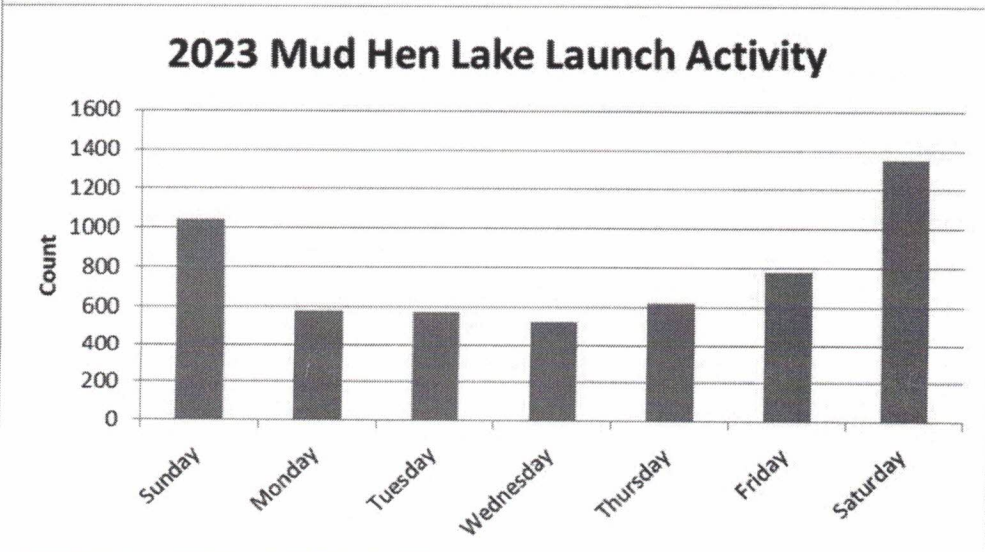
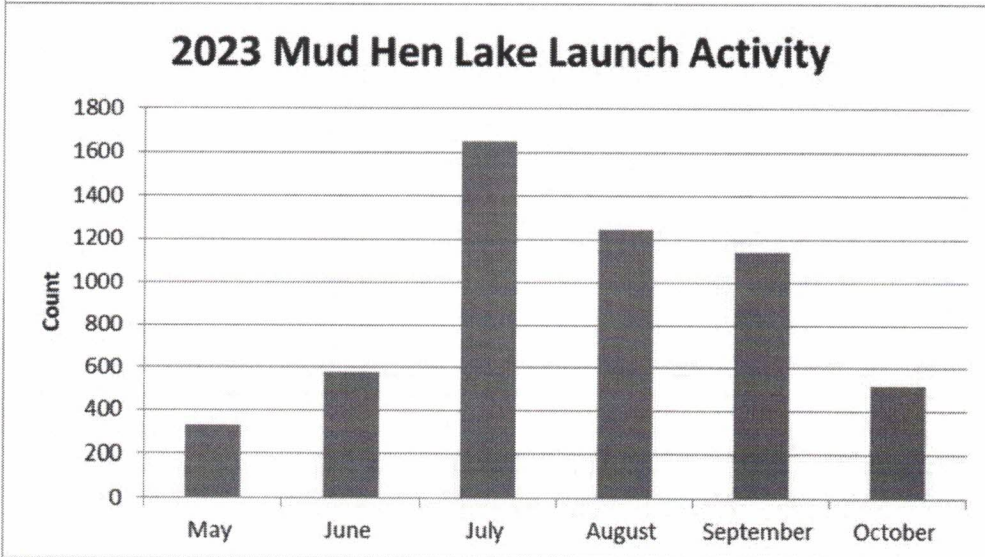
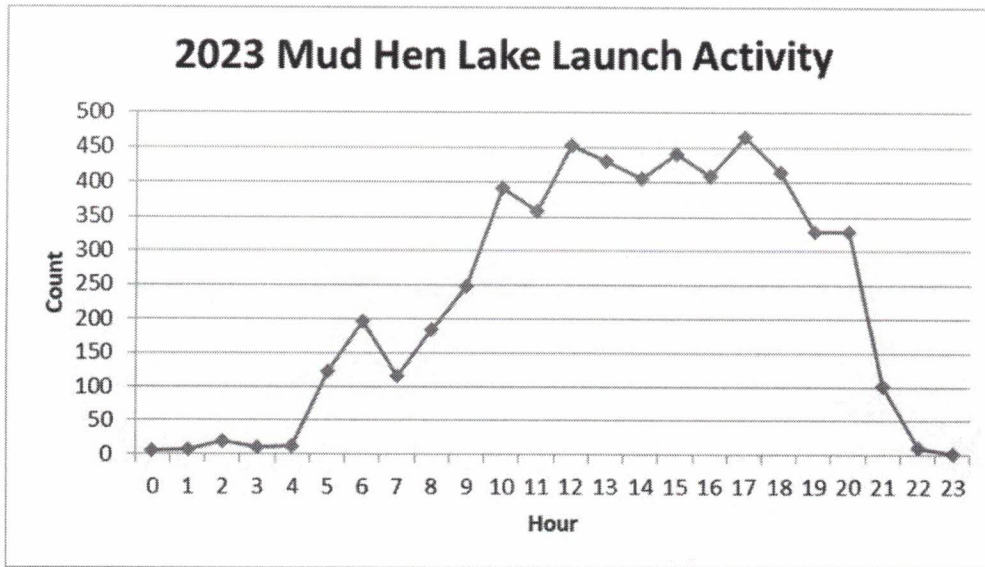
Observations: People are curious about and aware of the camera, with many stopping to look, listen, and read the accompanying sign. Boaters are occasionally seen checking, cleaning, and draining. Weeds are often seen on boats/trailers after retrievals. Inspectors(?) are visible a couple of times, once seen talking to a boater. Several out-of-state boats are noted. The camera was shut down in June due to long grass growing in front of the camera.

Recommendations: Have someone regularly check and clear long grass in view of the camera lens to prevent false positives.

Sample Image



¹ The number of videos is always greater than the number of launches. If there is a magnetic sensor, it will trigger the camera to look for motion for 120 seconds. During this time, any activity (inspection, tie-downs, people moving, cloud movement, etc.) in front of the camera will trigger another video. Infrequently, the magnetic sensor may trigger randomly, or vehicle movement behind the sensor may set up the camera for additional video capture. If there's no magnetic sensor, the camera simply looks for sufficient motion and will capture a video.



Video Review Worksheet
September 2023

Lake: Mud Hen Lake, WI (600/month)

Launch:

Date Range for Videos	Date(s) of Review	Reviewer	Videos Captured	Videos Reviewed	Launches Counted	Notes (outages, excessive videos)
9/4 - 9/10	9/4 - 9/10	Stacey	333	333	47	
9/11 - 9/17	9/16 - 9/17	Stacey	250	116	16	
9/18 - 9/24	9/22 - 9/24	Stacey	212	107	11	
9/25 - 10/1	10/1	Stacey	207	64	8	
TOTAL			1002	620	82	

Potential Violations

Date	Time	Boat Desc.	Reg/Lic.	What was seen	2nd review

Notable Videos (Date/Time/What was seen)

Date	Time	What was seen? Why do we care?
9/4	7:12	Good view of boat, trailer and registration while launching
9/4	10:48	Man launching boat on ramp looks at camera while doing so
9/4	11:56	Man's attention is turned to the camera as he walks up ramp behind boat after retrieval
9/4	15:54	FL jet ski retrieval from lake
9/4	16:37	Boys walk over to camera and cover camera with hands
9/5	10:23	Man turns attention to the camera as the pontoon is waiting on the ramp after retrieval. Checks under boat.
9/8	10:25	Lady walks three dogs down the boat ramp, hears audio and turns to look at the camera.
9/9	12:58	Man turns to look at the camera while helping to launch boat.
9/9	14:38	Weeds hanging under the front bar of trailer upon retrieval of boat.
9/10	10:14	Man walks over to the camera to look and listen to it or read sign.
9/10	10:24	IN boat launches.
9/16	14:14	Good view of boat, registration, and trailer at launch
9/16	16:22	IA boat launches
9/16	18:44	Weeds on back of boat on retrieval
9/17	13:15	Good view of boat, registration, and trailer at launch
9/22	9:44	Man in scuba gear looks over at camera as he walks up the boat ramp
9/24	11:00	Man looks over at camera as boat is launched
9/24	11:55	Teen boy comes over to camera to lean down and make a face
10/1	15:56	Little kid walks down ramp and turns to listen to camera and look at it

Burnett County ordinance requires boaters to use the decontamination station before launching and after pulling out to stop the spread of aquatic invasive species. Please note we use automatic video inspection technology to monitor this landing. Mudhen Lake District thanks you for keeping our lake beautiful.

Master Lease Agreement-AIS Education, Prevention, and Planning Project

MASTER LEASE AGREEMENT (the "Master Lease") dated November 21, 2023 by and between Environmental Sentry Protection, LLC. ("ESP"), Mud Hen Lake Rehabilitation District ("Lessee"). This Master Lease details the responsibilities of all parties.

TERM AND TERMINATION

- a. **Term.** The initial term of this Agreement shall commence upon October 30, 2023, and continue through October 30, 2024 (the "Initial Term") and will renew for one (1) year "Terms" unless ESP or Lessee notify the other of their intent not to renew with a 30 day notice prior to the end of the Term.
- b. **Termination.** Prior to the end of a Term, ESP may after 45-day notice of deficiency to Lessee terminate this Agreement due to failure of Lessee to provide agreed upon compensation or support as documented in this agreement under this grant program. Prior to the end of a Term, Customer may after 30-day notice of deficiency to ESP terminate this Agreement due to regular failure of Internet Landing Installed Device Sensor ("I-LIDS") to capture and transmit video if there has been no damage to I-LIDS housing, sleeve, or networking equipment; acceptable communication services exist; and Customer has configured and maintained I-LIDS system as instructed by ESP, or failure of ESP to provide the services below.
- c. **Return of Leased Equipment.** At the end of each season and at the termination of the agreement, Lessee shall make ILIDS equipment available to ESP for de-installation in working condition and without damage. Lessee agrees to compensate ESP for any damage or loss to ILIDS equipment.

ESP SERVICES PROVIDED

ESP shall provide Lessee with the following during the term of this agreement:

1. Seasonal operation (6 months of operation within the months of April to October) of an I-LIDS system at the designated locations in Appendix A within Burnett County, Wisconsin. Such installation shall be in accordance with all regulations, local and state statutes, laws, and guidelines relative to zoning, setbacks, and public safety.
2. Utilize existing footing at boat launch suitable for securing ILIDS to base.
3. ESP shall reinstall the standard sign to be posted at the designated boat landing. This sign shall be approximately 24" x 32" and installed by ESP.
4. Provide monthly services as outlined in annual estimate. This shall include seasonal install/deinstall, configuration of camera and modem, remote video storage, review of videos, reporting, and monitoring of proper operation of equipment.
5. Work with Lessee to diagnose issues and ship or deliver field replaceable parts for the ILIDS system at its earliest opportunity. Repair costs due to equipment configuration issues are responsibility of ESP.
6. ESP will review videos per annual agreement and report any "Suspect AIS Violations" to either the DNR or local law enforcement.

7. ESP will provide website access for Lessee Association residents to have access to videos.
8. ESP will remove the ILIDS system before October 31 of each year and reinstall in April or May of each year.
9. ESP will provide launch statistics to Lessee to include, but not be limited to, number of video transactions, by date, and number of infractions reported to authorities. ESP will also make available any of the video content for prosecution of violators.
10. ESP will provide liability insurance in the amount of \$1,500,000 and issue a COI to the Lessee.

LESSEE RESPONSIBILITIES

1. Identify Association I-LIDS Contact that will provide basic onsite diagnosis of issues.
2. Obtain necessary permissions from township or county for installation.
3. Review I-LIDS system for interference or physical damage to the unit and notify ESP if any maintenance issue needs to take place. Trim all plants on a regular basis that would cause false positive video captures. Lessee agrees to promptly remove the electronics sleeve for safe storage until repairs can be made.
4. Replacement costs of parts due to failure, vandalism, design change, or lightning. These parts may include speaker, battery, modem, controller, camera, wiring, solar panel, sign.
5. Not to remove equipment from boat launch unless authorized by ESP. Not to remove components of the equipment except for return or repair. Not to change configuration settings unless authorized by ESP.
11. Follow ESP instructions for maintaining equipment in efficient working order, condition, and repair including replacing lenses if damage occurs.
12. Provide property and damage loss insurance on the listed equipment and provide a Certificate Of Insurance to ESP each year or compensate ESP for providing insurance coverage on its own policy. Lessee will be responsible for deductible for any damage claim on I-LIDS equipment.

PAYMENTS And FEES:

In consideration of the services provided by ESP, Lessee shall pay ESP per approved operating cost estimate to be provided by ESP by February 28 each season.

1. Outages longer than 2 weeks will result in reduced prorated monthly service costs.
2. While ESP strives to keep prices consistent year over year, outside suppliers may impact our costs. Irrespective, ESP commits to not increase annual expenses by more than 10% each year.

ENTIRE AGREEMENT

This Letter of Agreement along with all attachments and exhibits constitutes the understanding of the parties and supersedes all prior oral or written agreements or understandings between the parties on the subject matter hereto.

NOTICES

All notices sent pursuant to the terms of this Master Lease Agreement shall be sent via mail addressed to ESP as shown in Appendix B.

GOVERNING LAW

The parties agree that the terms of this Letter of Agreement shall be governed by the State of Minnesota. The parties agree, as expeditiously as possible, to take all actions and seek all approvals, authorizations and consents as may be necessary in order to implement this Letter of Agreement.

REPRESENTATION AND WARRANTIES

ESP and Lessee each represents and warrants to the other that (i) such party has the full corporate right, power and authority to enter into this Agreement and perform the acts required of it hereunder; (ii) the execution and performance of this Agreement, does not and will not violate any agreement which the parties are otherwise bound (iii) when executed and delivered, this Agreement will constitute the legal, valid, binding and enforceable obligation of the parties and (iv) the parties make no representations, warranties or agreements related to the subject matter hereof that are not expressly provided for in this Agreement.

DATA PRACTICES.

ESP shall comply with the Minnesota Data Practices Act and all other State and Federal laws relating to data privacy or confidentiality.

RECORD RETENTION.

All data created and maintained by ESP pursuant to this Agreement is considered public information and shall be retained for 5 years. Videos will be available on the website for 90 days after capture and then archived.

ILIDS OPERATION

Customer agrees that I-LIDS equipment, when installed, will only operate in a networked state where videos are captured and transmitted to a server and reviewed for violations. Utilization of audio messaging recorded by ESP is permitted only under agreement.

INDEMNIFICATION

Regarding bodily injury and property damage liability only, Lessee will indemnify and hold ESP harmless from and against any and all claims, costs, expenses, damages and liabilities, including attorneys' fees, arising out of the use, possession, operation, control, maintenance, return, or other disposition of the Equipment under the terms of this Agreement.

ACCEPTED AND APPROVED

LESSEE

BY Mitchell Otterson TITLE: Chairman
DATE 11/30/2023

Environmental Sentry Protection, LLC

BY _____ TITLE: _____
DATE _____

APPENDIX A. Equipment and Installation Description

DESIGNATED BOAT LANDING: Lindberg Park

LEASED EQUIPMENT

Equipment leased shall include:

(1) An Internet Landing Installed Device Sensor (I-LIDS) consisting of

- Stainless Steel Housing, mast, solar panel, antenna, and lens
- Sleeve containing battery, modem, sensor, antenna, camera, controller.
- Sign

(Replacement cost for all equipment leased for insurance purposes will be \$10,000.)

PERMANENT EQUIPMENT

Equipment owned by association shall include:

- 1) Helical Pier and footing plate

INSTALLATION/DEINSTALLATION SERVICE RESPONSIBILITIES

ESP shall

- 1) Install and remove ILIDS housing, sign, and sleeve with monitoring equipment seasonally.

APPENDIX B. Contact Information

ESP-Environmental Sentry Protection, LLC

Name: Eric Lindberg

Phone: 612-275-1440

PO Box 1301, Maple Grove, MN 55311

Email: eric@lakesentry.net

Association President

Name Mitchell Otterson

Phone

Address

Email mitchell@altempmech.com

Association I-LIDS Contact (Provides onsite contact for any issues relevant to the maintenance of the ILIDS system onsite / Has been trained in maintenance and replacement of parts / Holds keys to ILIDS / Is comfortable with some electrical and mechanical troubleshooting involving battery strength testers – recharging batteries / May have laptop computer with wireless connection available)

Name _Mitchell Otterson_____

Phone _612-616-5964_____

Address 9491 N Mudhen Lake Dr Siren, Wi

Email __mitchell@altempmech.com__

Environmental Sentry Protection, LLC
PO Box #1301
Maple Grove, MN 55311
6122751440
eric59@lakesentry.net



Estimate

ADDRESS

Mud Hen Lake

SHIP TO

54840

ESTIMATE # 1270

DATE 07/27/2023

ACTIVITY	QTY	RATE	AMOUNT
2024 Operations Estimate			
Service:Monthly Service Unlimited video capture/storage, website access, 500 video/month review, real-time reporting, network management, suspect AIS violation documentation to enforcement, remote system and camera maintenance, component repair service, training.	6	270.00	1,620.00T
Cellular:5GB month Cellular service - 5GB bandwidth per month	6	55.00	330.00T
Service:Install Onsite install of housing, replace gaskets/desiccant, test system performance	1	200.00	200.00T
Service:Deinstall Electronics Sleeve and Store Remove camera and electronics from housing. Attach 5' red/white utility marker to housing and leave in place. Store electronics and charge batteries.	1	125.00	125.00T
Service:Mileage Mileage rate for travel (30% of actual mileage) install and deinstall	120	0.75	90.00T
Service:Labor-travel rate 1/2 labor rate for travel to site	1	50.00	50.00T
Service:Insurance Property Insurance for Leased I-LIDS Equipment	1	100.00	100.00T

I'm including this estimate for your approval this season.

SUBTOTAL 2,515.00

TAX 0.00

Feel free to contact me if you have any questions. We look forward to working with your lake again.

TOTAL **\$2,515.00**

Thanks for your business!

Eric
Environmental Sentry Protection, LLC

Accepted By

Accepted Date

Environmental Sentry Protection, LLC
PO Box #1301
Maple Grove, MN 55311
6122751440
eric59@lakesentry.net



Estimate

ESTIMATE # 1268
DATE 02/13/2024

ADDRESS

Mitchell Otterson
Mud Hen Lake

SHIP TO

Mitchell Otterson
Mud Hen Lake

ACTIVITY	QTY	RATE	AMOUNT
Upgrade to network equipment to use cellular connection			
4G Modem	1	100.00	100.00
4G Modem - Refurbished E2CLink			
Cellular:4G Antenna / Cable	1	100.00	100.00
Taoglas 4G LTE antenna with 10' cables			
Service:Labor	2	100.00	200.00
Provision new modem with Verizon and test. Modify power harness to include 5V power to modem. Install Antenna on existing mast. Test camera upload to server.			
Existing external AP radio has failed after 15 years. Standard networking method is to use modems at all customer sites for I-LIDS connectivity. Cell service is \$55/month during 6 month season.			
SUBTOTAL			400.00
TAX			0.00
TOTAL			\$400.00

Accepted By

Mitchell A. Otterson

Accepted Date

02/21/2024

August 30, 2023

Mr. Mitchell Otterson
Mud Hen Lake Rehabilitation District
Daniels, WI 54872

Re: Mud Hen Lake
Dam Feasibility Design Proposal

Dear Mr. Otterson:

Thank you for the opportunity to submit this proposal for professional services for engineering and design analysis for the feasibility study for reconstruction of the Mud Hen Lake dam. This letter presents our proposed scope of services, time schedule, fee, and contract terms and conditions.

Project Description

The Mud Hen Lake levels have historically been controlled by a small water control structure that consisted of a trail bridge structure with stoplogs between the bridge abutments. The WDNR has determined that this structure was not authorized or properly permitted and ordered the removal of the structure.

The District wishes to reconstruct the water control structure to restore Mud Hen Lake to historic levels. A new water control structure will need to be designed and permitted to comply with Chapter 31 of the State Statutes and pertinent chapters of the Administrative Code. The proposed scope of work is intended to provide the District with conceptual alternatives and planning-level cost estimates for a water control structure that (a) provides the desired lake level under normal flow conditions; (b) meets Wisconsin requirements for a small dam; and (c) meets Wisconsin floodplain requirements.

The proposed work will build upon a preliminary evaluation conducted by Ayres in 2021. Based on the 2021 work, a closer evaluation of the potential for flood flow to bypass the outlet works via a wetland to the south is needed to understand the hydraulic requirements of the new structure. Therefore, a site visit and additional survey are included in our 2023 scope of work.

We also suggest an early teleconference with WDNR staff to review the requirements of the project. For example, this dam is not in the size range (6 feet high and a storage volume of 50 acre-feet) to which NR333 applies, but we understand that the WDNR has specified that the replacement structure must meet NR333 requirements.

Basic Scope of Services

1. Complete a topographic survey of the existing site conditions including the low rim area to the south of the outlet channel.
2. Based on the new field data, confirm and update, if necessary, the existing conditions hydrology and hydraulic model of Mud Hen Lake.
3. Teleconference with the WDNR to review and confirm the project design requirements.
4. Depending on the outcome of the WDN consultation, develop two structure alternatives to satisfy the WDNR spillway requirements and control the water levels to historic levels.
5. Develop conceptual level drawings of the alternatives.
6. Calculate estimate of costs for each alternative.
7. Review possible sources of funding.

8. Summarize work completed, alternatives, planning-level costs, and expected permit requirements in a report provided to the Mud Hen Lake Rehabilitation District.
9. Present the report to the Mud Hen Lake Rehabilitation District.

Responsibilities of Owner and Others

The Owner shall designate in writing a single representative authorized to act on the Owner's behalf, and shall furnish required information, approvals, and decisions as expeditiously as necessary for the orderly progress of Ayres' services. If no communication is received, Ayres assumes the person that signs this contract is the responsible representative.

Ayres shall be entitled to rely on the accuracy and completeness of necessary project information supplied by the Owner.

Additional Services

If additional services become needed to complete the scope above, we can negotiate those with the Lake Rehabilitation District at that time. Examples of additional services include, but are not limited to, bathymetric survey, sediment sampling and testing, significant report/alternative modifications, final design, and attendance at additional meetings.

Time Schedule

We will provide the Lake Rehabilitation District with a report within 60 calendar days of authorization to proceed. We will review the report with the District's representative and make updates as needed for clarity and accuracy. These updates will be provided within 15 calendar days. A final presentation will be scheduled to occur thereafter. Survey conditions or availability of WDNR personnel for a teleconference may affect the completion time.

Fee

We will perform the above services for a lump sum fee of \$16,400.

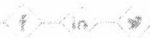
Contract Terms and Conditions

Attached are "Contract Terms and Conditions," which will apply to the services, and which are incorporated into this proposal by reference.

Acceptance

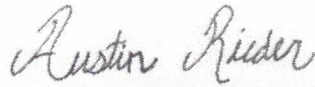
If this proposal and terms and conditions are acceptable to you, a signature on the enclosed copy of this letter will serve as our authorization to proceed.

This proposal is valid until September 15, 2023, unless extended by us in writing.



Proposed by Consultant:

Ayres Associates Inc



Austin Rieder, PE
Project Manager, Water Resources
Direct: 715.831.7516
RiederA@AyresAssociates.com



Ellen Faulkner, PE
Senior Project Manager, Water Resources
Direct: 715.831.7631
FaulknerE@AyresAssociates.com

Accepted by Owner:

Owner's Name

Signature

Name

Title

Date

Attachments: Contract Terms and Conditions

11. Standard of Performance: The standard of care for all professional services performed or furnished by Consultant under this contract will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Consultant does not make any warranty or guarantee, expressed or implied, nor is this contract subject to the provisions of any uniform commercial code. Similarly, Consultant will not accept those terms and conditions offered by Owner in its purchase order, requisition, or notice of authorization to proceed, except as set forth herein or expressly agreed to in writing. Written acknowledgement of receipt or the actual performance of services subsequent to receipt of such purchase order, requisition, or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.

12. Ownership and Use of Documents: All documents produced by Consultant under this contract are instruments of Consultant's professional service and Consultant owns the documents including all associated copyrights and the right of reuse at the discretion of the Consultant. Engineer grants Owner a limited license to use the documents on the project, project extension and for related uses of the Owner subject to receipt of full payment due, and such license to Owner shall not create any rights in third parties. Owner shall indemnify and hold harmless Consultant and its officers, directors, employees and Subconsultants from all claims, damages, losses, and expenses, including reasonable attorney fees, arising out of or resulting from any use, reuse, or modification of documents without written verification, completion or adaptation by Consultant.

13. Electronic Files: Owner and Consultant agree that any electronic files furnished by either party shall conform to the specifications agreed to at the time this contract is executed. Electronic files furnished by either party shall be subject to an acceptance period of 60 days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files. Owner is aware that differences may exist between the electronic files delivered and the printed hard-copy documents. In the event of a conflict between the hard-copy documents prepared by Consultant and electronic files, the hard-copy documents shall govern.

14. Financial and Legal Services: Consultant's services and expertise do not include the following services, which shall be provided by Owner if required: (1) Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services; (2) Legal services with regard to issues pertaining to the Project as Owner requires, Contractor(s) raises, or Consultant reasonably requests; and (3) Such auditing services as Owner requires to ascertain how or for what purpose any Contractor has used the money paid.

15. Termination of Services: This contract may be terminated at any time by either party should the other party fail to perform its obligations hereunder. In the event of termination for any reason whatsoever, Owner shall pay Consultant for all services rendered to the date of termination, all reimbursable expenses incurred prior to termination, and reasonable termination expenses incurred as the result of termination. Consultant shall have no liability to Owner on account of termination for cause by Consultant.

16. Controlling Law: This contract is to be governed by the law of the place of business of Consultant at the address in its proposal to Owner.

17. Assignment of Rights: Neither Owner nor Consultant shall assign, sublet or transfer any rights under or interest in this contract (including, but without limitation, moneys that may become due or moneys that are due) without the written consent of the other, except to the extent mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this contract. Nothing contained in this paragraph shall prevent Consultant from employing such independent subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.

18. Third Party Benefits: This contract does not create any benefits for any third party.

19. Dispute Resolution: Owner and Consultant agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to exercising their rights under the following dispute resolution provision. If direct negotiations fail, Owner and Consultant agree that they shall submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this contract or the breach thereof to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association effective on the date of this contract prior to exercising other rights under law.

20. Exclusion of Special, Indirect, Consequential, and Liquidated Damages: Consultant shall not be liable, in contract or tort or otherwise, for any special, indirect, consequential, or liquidated damages including specifically, but without limitation, loss of profit or revenue, loss of capital, delay damages, loss of goodwill, claim of third parties, or similar damages arising out of or connected in any way to the project or this contract.

21. Betterment: If, due to Consultant's negligence, a required item or component of the project is omitted from the construction documents, Consultant's liability shall be limited to the reasonable cost of correction of the construction, less what Owner's cost of including the omitted item or component in the original construction would have been had the item or component not been omitted. It is intended by this provision that Consultant will not be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the project.



Invoice

Please remit payment to:
 Ayres Associates Inc
 3433 Oakwood Hills Parkway
 Eau Claire, WI 54701

Project Manager: Ellen Faulkner
 Project Contact:

Mitchell Otterson
 Mud Hen Lake Protection & Rehabilitation District
 PO Box 190
 Siren, WI 54872

December 15, 2023
 Project No: 37-0141.00
 Invoice No: 212006

Mud Hen Outlet Control Feasibility Study
Professional Services through December 2, 2023
Professional Personnel

	Hours	Rate	Amount	
Project Manager	2.50	211.00	527.50	
Engineer 2	1.00	130.00	130.00	
Administrative Assistant	.50	107.00	53.50	
Totals	4.00		711.00	
Total Labor				711.00

Billing Limits	Current	Prior	To-Date
Total Billings	711.00	0.00	711.00
Limit			16,400.00
Remaining			15,689.00

TOTAL THIS INVOICE \$711.00

All invoices are payable upon receipt.

There will be a monthly finance charge of 1% (12% per year) on the unpaid balance. When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction.

November 1, 2023

Emily Moore
Aquatic Invasive Species Coordinator
Water Resources Specialist
Burnett County Land Services Department
7410 County Road K
Siren, WI 54872

Dear Emily,

Thank you for the invite for Mudhen Lake Rehabilitation District to participate with Burnett and Polk County Land and Water Departments that are applying for a Surface Water AIS Prevention Grant to update and/or provide new county ordinance signage at the landings.

Mudhen Lake Rehabilitation District supports the Bi-County grant to update and/or provide new ordinance signage at the landings to create consistence signage in northwest Wisconsin. Blank Lake Association will attend one-start up meeting and the work group meeting(s). Our donated support would roughly equate to 8 hours at the state rate of \$15.00 totaling \$120.00.

Sincerely,

Mitchell A. Otterson

Mitchell Otterson
Chairman
Mudhen Lake Rehabilitation District
mitchell@altempmech.com

POWER LOADING PROHIBITED



- Watercraft must be loaded and unloaded from the watercraft transport device without the use of watercraft's main, auxiliary, or trolling power devices.
- Glide your boat onto trailer at idle speed then hand crank.
- Power loading your boat can cause serious damage to the ramp that could result in damage to watercraft and transport devices.
- Power loading also damages the lake and its water quality.

Failure to obey these regulations is against the law
Burnett County ordinance: 2022-02

Thank you for keeping our landings safe!