

**HILAND LAKE IMPROVEMENT BOARD
APRIL 20, 2021
MEETING MINUTES**

CALL TO ORDER

The meeting was called to order by chairperson Dennis Brennan at 3:12 PM. The meeting was held with board members present in person, with electronic remote access available for the public. The meeting was held subject to the requirements of the Open Meetings Act, as amended by 2020 PA 228, and was noticed in accordance with the Open Meetings Act (P.A. 1976. No. 267).

ROLL CALL

MEMBERS PRESENT: Dennis Brennan, Charlie Gabbard, Drain Commission Designee Mitch Dempsey, Valerie Niemiec

MEMBERS ABSENT: Doug Helzerman

ALSO PRESENT via Zoom: Mark Kieser

APPROVAL OF THE AGENDA

A motion was made by Niemiec and supported by Brennan to approve the agenda. MOTION CARRIED.

APPROVAL OF PRIOR MEETING MINUTES

A motion was made by Dempsey and supported by Gabbard to approve the Meeting Minutes as presented for 1/28/20, 2/10/20, 1/19/21, 2/16/21, 3/2/21, 3/16/21, and 3/30/21, and to approve as amended for 2/22/21 and 4/13/21. MOTION CARRIED.

NEW BUSINESS

- 1. *Discuss and approve Kieser Lake Management contract for 2021. A motion was made by Brennan and supported by Dempsey to approve the Kieser Lake Management contract for 2021 as presented on April 10, and approve creation by Livingston County of a Professional Services Agreement referencing the proposal. Roll Call Vote: Yeas: Dempsey, Gabbard, Brennan, Niemiec; Nays: None; Absent: Helzerman. MOTION CARRIED.***
- 2. *Review aquatic weed control proposal submitted to the HiLand Lake Property Owners Association (HLPOA) for the 2021 treatment season. Gabbard will add statement of collaboration among PLM, Kieser, and Gabbard (HLPOA President), beginning with review of Kieser pre-season survey results. Pre-season survey to be conducted with all three parties in attendance.***
- 3. *Discuss Agreement between HLIB and HLPOA for 2021 weed control. Review of anticipated expenses for 2021 HLIB activities identified a balance of up to \$20,000 that may be available to partially reimburse HLPOA for weed control expenses incurred in 2021. Dempsey will provide draft of Agreement for board to consider at next HLIB meeting.***
- 4. *Discuss bid process for DASH pilot program. Kieser and Associates will complete the permit application and pursue the process. There is strong interest from the State of Michigan regarding grant awards for HiLand Lake in support of a DASH pilot and multi-year follow-up. Kieser will apply for grants as they become available. Board members offered to request letters of support from***

organizations including the Huron River Watershed, Livingston Land Conservancy, HiLand Lake Conservancy, Pinckney Recreation Area, property owner associations on the chain, and more.

5. *Discuss possibility of harvesting and bid process for same.* DASH, chemical weed control, and harvesting must be very closely coordinated if performed during the same year. As a back-up measure in case DASH is not possible in 2021, Dempsey will draft a basic harvesting RFP and list of bidders.

CALL TO PUBLIC

Opened at 4:45 PM

No public present.

Closed at 4:45 PM

ADJOURNMENT

Motion was made by Brennan and supported by Gabbard to adjourn at 4:47 PM. MOTION CARRIED.

Submitted by: Valerie Niemiec, Secretary

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made this 22 day of April 2021, by the HILAND LAKE IMPROVEMENT BOARD ("Owner"), whose treasurer's office is located at 2300 East Grand River Avenue, Suite 105, Howell, Michigan 48843 and Kieser & Associates LLC ("Consultant"), 536 East Michigan Ave, Suite 300, Kalamazoo, Michigan 49007.

In consideration of the promises below, the parties mutually agree as follows:

ARTICLE I – SCOPE OF SERVICES

The Consultant will provide the following services: As per the attached Consultant's Scope of Work for Hiland Lake Engineering Consulting Services for 2021 dated April 10, 2021. The attached proposal is incorporated by reference into this Agreement and made a part thereof. In the event of any conflicts between this Agreement and the attached proposal, the term and conditions of this Agreement shall prevail.

ARTICLE II – COMPENSATION

Compensation for services shall be as follows: As per the attached Consultant's Scope of Work for Hiland Lake Engineering Consulting Services for 2021 dated April 10, 2021. Consultant shall provide itemized monthly invoices specifying the date and services provided, and the time spent when paid on an hourly rate basis. Additional services will be at the rate set forth in this Agreement unless a different rate is negotiated. Additional services will be compensated only if written authorization is provided for by Owner.

ARTICLE III – REPORTING OF CONSULTANT

1. The Consultant must report to Owner or their designee and will cooperate and confer with him as necessary to ensure satisfactory work progress.
2. All reports, estimates, memoranda, and documents submitted by Consultant must be dated and bear Consultant's name and shall be provided to Owner. All correspondence sent or received by Consultant shall be copied and provided to Owner.
3. All reports made in connection with these services are subject to review and final approval by Owner.
4. Owner may review and inspect Consultant's activities at any time during the term of this Agreement.
5. When applicable, or when requested by owner, Consultant shall submit a final written report to Owner.
6. After reasonable notice to Consultant, Owner's representative may review any of Consultant's internal records, reports, or insurance policies.

ARTICLE IV – TERM OF AGREEMENT

This Agreement begins upon contract execution and ends on December 31, 2021.

ARTICLE V – PERSONNEL

1. Consultant will provide the required services with its own personnel and will not subcontract or assign services without Owner's written approval.
2. Consultant will not hire any Livingston County employee for any of the required services without Owner's written approval.

ARTICLE VI - USE OF DOCUMENTS

Owner shall have ownership of all documents, both hard copy and electronic, including but not limited to maps, drawings, specifications, reports and other work products prepared by Consultant pursuant to this Agreement. Upon completion or termination of this Agreement, all documents shall be submitted to Owner by Consultant. Consultant will be permitted to retain copies of all documents.

ARTICLE VII – INDEMNIFICATION AGREEMENT

Consultant shall indemnify Owner, its officers, agents, servants, volunteers and employees from any and all liabilities, claims, liens, demands and costs, including legal fees, of whatsoever kind and nature which may result in injury or death to any persons, including Consultant's own employees, and for loss or damage to any property in connection with or in any way incidental to or arising out of the occupancy, use, service, operations, performance or non-performance of work in connection with this Agreement resulting from negligent acts or omissions of Consultant, any sub-contractor, or any employee, agent or representative of Consultant.

Owner and Consultant may exercise any of their rights and remedies available at law or in equity in the event they incur claims, damages, lawsuits, costs, and expenses, including but not limited to costs from administrative proceedings, court costs, and attorney fees arising out of this Agreement.

ARTICLE VIII – INSURANCE REQUIREMENTS

Consultant will maintain at its own expense during the term of this Agreement, the following insurance:

1. Workers' Disability Compensation Insurance including Employer's Liability Coverage as required by law.
2. Comprehensive/Commercial General Liability Insurance with a combined single limit of \$1,000,000 each occurrence for bodily injury and property damage. Livingston County and Livingston County's elected and appointed officers, employees, and agents shall be added as "additional insured" on general liability policy with respect to the services provided under this Agreement.

3. Automobile Liability Insurance including Michigan No-Fault coverage covering all owned, hired and non-owned vehicles with Personal Protection Insurance and Property Protection Insurance to comply with the provisions of the Michigan No Fault Insurance Law, including residual liability insurance with a minimum combined single limit of \$1,000,000 each accident for bodily injury and property damage.
4. Professional Liability Insurance (Errors & Omissions) coverage with a minimum limit of \$1,000,000 each occurrence.

Insurance companies, named insureds, and policy forms shall be subject to approval of the Owner. Owner's approval shall not serve to reduce Consultant's responsibilities under this Agreement should the insurance coverage prove inadequate for any reason. Consultant shall furnish Owner with satisfactory certificates of insurance or a certified copy of the policy.

No payments will be made to Consultant until the current certificates of insurance have been received and approved by Owner. If the insurance as evidenced by the certificates furnished by Consultant expires or is canceled during the term of this Agreement, services and related payments will be suspended. Consultant shall furnish Owner with certification of insurance evidencing such coverage and endorsements at least ten (10) working days prior to commencement of services under this Agreement. Certificates shall be addressed to Owner and shall provide for thirty- (30) day written notice to the certificate holder of cancellation of coverage.

ARTICLE IX - COMPLIANCE WITH LAWS AND REGULATIONS

Consultant shall comply with all federal, state, and local regulations, including but not limited to all applicable OSHA/MIOSHA requirements, the Elliott Larsen Civil Rights Act, the Michigan Persons with Disabilities Civil Rights Act, The Americans with disabilities act of 1990, and Section 504 of the Federal Rehabilitation Act of 1973 and rules adopted thereunder. Breach of this section shall be a material breach of this Agreement.

ARTICLE X - EQUAL EMPLOYMENT OPPORTUNITY

Consultant shall not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, age, height, weight, marital status, veteran status, religion and political belief. Breach of this Article X shall be a material breach of this Agreement.

ARTICLE XI - ASSIGNS AND SUCCESSORS

This Agreement is binding on Owner and Consultant, and their successors and assigns. The parties agree not to transfer or assign its respective interest in this Agreement without the written consent of the other.

ARTICLE XII - TERMINATION OF CONTRACT

Either party may terminate services without cause giving seven (7) days written notice to the other party. Consultant will be compensated on a pro rata basis based on the rate of compensation set forth in this Agreement.

ARTICLE XIII – INDEPENDENT CONTRACTOR

The parties agree that Consultant is an independent contractor. Consultant is neither an employee nor an agent of the Owner. Consultant shall be solely responsible for payment of all local, state, and federal income taxes or for all applicable payments with regard to social security or unemployment compensation for the performance of the terms of this Agreement and maintain all insurance required by law.

ARTICLE XIV – PRACTICE AND ETHICS

Consultant will conform to the code of ethics of their respective national and state professional associations and the generally accepted practices for the consulting industry. Consultant shall be responsible for the technical accuracy and the adequacy of its services and all documents resulting therefrom; and Owner shall not be responsible for discovering defects, errors, or omissions therefrom. Consultant shall correct all errors or omissions without additional compensation.

ARTICLE XV – CHANGES IN SCOPE OR SCHEDULE OF SERVICES

Changes mutually agreed upon by the Owner and Consultant will take place only upon a written agreement and will be incorporated into this Agreement by written amendments signed by both parties.

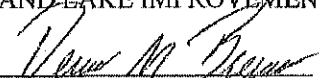
ARTICLE XVI – CHOICE OF LAW AND FORUM

This Agreement shall be subject to and governed by the laws of the State of Michigan. The Consultant and the Subcontractor agree that the venue for the bringing of any legal or equitable action under this Agreement shall be established in accordance with the statutes of the State of Michigan and/or Michigan Court Rules. In the event that any action is brought under this Agreement in Federal Court, the venue for such action shall be the Federal Judicial District of Michigan, Eastern District, Southern Division.

ARTICLE XVII – EXTENT OF CONTRACT

This Agreement and the attached Proposal dated April 10, 2021 represent the entire agreement between the parties and supersede all prior representations, negotiations or agreements whether written or oral.

HILAND LAKE IMPROVEMENT BOARD


Dennis Brennan, Chair

Date: 4/21/21

KIESER & ASSOCIATES


Mark Kieser, Senior Scientist

Date: 4-22-21

To: Mitch Dempsey
Livingston County Drain Commissioner's
Office

Date: April 10, 2021

From: Mark Kieser, Senior Scientist
Kieser & Associates, LLC

cc: Project Files

RE: Scope of Work for Hiland Lake Engineering Consulting Services for 2021

Kieser & Associates, LLC (K&A) is proposing professional lake management services to the Hiland Lake Improvement Board for 2021 in accordance with K&A's December 3, 2020 Lake Improvement Feasibility Report. This report served as the basis for the recently approved Special Assessment District (SAD). These services will be provided to the Livingston County Drain Commissioner's Office as the administrative agent to the SAD. Services and costs are in accordance with the final budget presented at the February 16, 2021 SAD Public Hearing and our 2020 Report.

The Feasibility Report identified recommended efforts for:

- Independent K&A vegetation monitoring consistent with 2020 field assessments
- A four-acre DASH pilot effort for Starry stonewort
- Water quality monitoring consistent with 2020 efforts
- Fisheries improvement efforts

The following Scope of Work proposes efforts in these regards.

2021 K&A Proposed Scope of Work:

1. Aquatic Vegetation Management Oversight

K&A will conduct LakeScan™ vegetation monitoring consistent with 2020 efforts. This will include the following efforts:

- Pre-season visit with applicator and HLIB representative – In May, K&A staff will meet on-site to do an initial tour of the lake with the treatment applicator and a lake representative to collaborate on early season treatment needs/plans. A treatment map will be produced and shared that depicts joint recommendations.
- Vegetation surveys – Full LakeScan™ vegetation surveys will be conducted in June (following initial treatment(s)) and August to assess treatment effectiveness and overall plant community conditions.
- Applicator coordination – Throughout the season, K&A will remain in communication with the applicator to ensure treatment is consistent with findings, and that unusual conditions observed are fully communicated.
- HLIB coordination – K&A anticipates there will be necessary coordination with a Hiland Lake representative during the treatment season to ensure clear and open communications. K&A desires to have one point of contact in these regards.

- Final 2021 Report – K&A will prepare a year-end LakeScan™ findings report for the above tasks. This report will be consistent with Appendix B of the K&A 2020 report.
- HLIB meeting/presentation – K&A will plan on attending one formal HLIB board presentation at the end of the treatment season. We anticipate this will be in-person to discuss 2021 findings and forecast 2022 monitoring and treatment needs.

As part of vegetation management efforts, K&A proposed a pilot assessment of Diver Assisted Suction Harvesting (DASH) efforts to address persistent and expanding spread of Starry stonewort infestations in Hiland Lake. For SAD planning purposes, K&A recommended a line item budget total of \$40,000 that would include our planning and oversight efforts as well as the cost of a DASH contractor to implement a pilot covering two separate areas of the lake targeting up to a total of four acres. Monitoring of pilot DASH efforts will be used to assess whether broader DASH implementation might be an effective and reasonable method to substantially reduce Starry infestation in the lake. For the pilot, we will complete the following efforts if this pilot is to be implemented in 2021:

- Pilot project design/bid preparation (2 areas; 2 acres each area) – Through communications with the HLIB, K&A will recommend two optimal pilot locations and design elements of pilot study for implementation. The approach will define objectives and appropriate monitoring metrics.
- Contractor bidding/HLIB coordination/Contractor selection – Once pilot design is completed, K&A will assemble a bid package for contractor bid solicitation for issuance by the HLIB. We will assist with reviewing bids and make recommendations on how to advance a pilot.
- DASH Pilot Oversight/Coordination/Monitoring – Oversight and monitoring of contractor efforts will be vital to ensure plans are advanced effectively, outcomes are tracked and innovations are employed per the pilot design.
- Results reporting/recommendations – K&A will assemble results and prepare a report to document outcomes and make recommendations as to whether a DASH effort at-scale could achieve desired outcomes. Implementation costs, monitoring needs and a schedule would be the priority focus.

2. Water Quality Improvement (Monitoring)

- Water quality sampling events – K&A will implement 3 rounds of monitoring in 2021 consistent with 2020 efforts. This will include analysis of field and laboratory data. Reporting will be included in the year-end LakeScan™ report under Task 1.

3. Fisheries Improvements

- K&A recommended 3 initial elements for fisheries improvements in Hiland Lake in their Feasibility Report. These included woody debris habitat installation, stocking of redear sunfish, and creation of On-line Creel Census. Given timing of SAD fee collection and the abundance of Starry that would mask habitat improvements with woody debris placement, these more expensive aspects might best be considered in year 2 of the SAD. However, to begin advancing important

information collection elements of this overall effort, we propose developing the on-line creel census in 2021. This will be conducted in coordination with the lake association's fishery committee to design a simple, accessible and informative basis for voluntary tracking of recreational fishing efforts. Collected information will be used to further refine future efforts as well as establish a baseline from which future catch information can be tracked following other fisheries improvement efforts.

Task 4. Additional HLIB Requests

K&A will respond to board request for efforts outside of the above tasks with a specific scope and additional costs as appropriate for a contract Change Order.

Other Support to the HLIB

K&A is currently reviewing an RFP put out by the Midwest Glacial Lakes Partnership (MGLP). Funding categories for this grant match interests with Starry stonewort removal and fisheries improvements. If K&A is engaged for year 1 SAD consulting services, K&A will introduce grant ideas to the HLIB for consideration. Investments in Hiland Lake improvement through the SAD can serve as qualifying match required by the grant. Approval of grant concepts through the Michigan DNR will be necessary before formal proposal submissions. These are due May 7th so time is limited to apply this year for funding that would be available in late winter of 2022. Grant funding levels could be as high as \$50,000 over two years. Proposed efforts would supplement those proposed above and follow-ups in year 2 of the SAD.

In addition to the MGLP grant, there are other Michigan grants through DNR Fisheries and EGLE Aquatic Invasive Species programs due near the end of the year. These can have substantially more funding.

Collectively, such grants, submitted on behalf of the HLIB would leverage SAD commitments. To be competitive, application of some of the potential grant-proposed efforts should extend to areas upstream of Hiland Lake. These would help meet broader Portage Chain-of-Lakes fisheries interests by the DNR, and importantly address conditions that will continue to otherwise threaten improvements in Hiland Lake (e.g., untreated upstream Starry stonewort infestations).

If under contract to the HLIB for SAD services proposed herein, K&A is willing to pursue grant opportunities to bolster Hiland Lake improvement efforts at no cost to the Board for preparing grant submissions. For each such proposal, K&A will also be explicitly written into these grants perform technical tasks.

K&A 2021 Proposed Costs:

For the K&A proposed 2021 consulting efforts under Tasks 1-3 above, our estimated time and material, not-to-exceed costs are **\$31,800**. These are summarized by task and subtask in the following table. All costs are consistent with the Feasibility Report (and

page-referenced as such), recognizing that pilot costs were doubled following report submittal at the request of the HLIB. Costs shown herein do not include costs for chemical applicators or DASH contractors.

K&A Tasks/Subtasks	Staff Costs (\$)	Direct Costs (\$)	Line Item Cost (\$)	Notes on Direct Costs	Feasibility Study Page Reference
1. Aquatic Vegetation Management Oversight					
Pre-season visit with applicator HLIB representative	600	300	900	Mileage, equipment use fees	
Vegetation surveys (2/summer)	3,600	600	4,200	Mileage, equipment use fees	
Applicator coordination	600	-	600		
HLIB coordination	600	-	600		
Final 2021 Report	1,000	-	1,000		
HLIB meeting/presentation (1)	600	100	700	Mileage	
<i>Vegetation Monitoring Subtotals</i>	<i>7,000</i>	<i>1,000</i>	<i>8,000</i>		48
Pilot project design/bid preparation (2 areas; 2 acres each area)	2,200				
Contractor bidding/HLIB coordination/Contractor selection	1,200				
DASH Pilot Oversight/Coordination/Monitoring	9,000	1,800	10,800	Mileage (6 trips); equip fees	
Results reporting/recommendations	4,000				
<i>Pilot DASH Subtotals</i>	<i>16,400</i>	<i>1,800</i>	<i>18,200</i>		43
2. Water Quality Improvement (Monitoring)					
Water quality sampling events (3) (reporting in vegetation report)	2,400	1,200	3,600	Lab, mileage, equip fees	44
<i>Subtotals</i>	<i>2,400</i>	<i>1,200</i>	<i>3,600</i>		
3. Fisheries Improvements					
Creation of On-line Creel Census	2,000		2,000		45
<i>Subtotals</i>			<i>2,000</i>		
4. Other Optional Tasks per HLIB					
(Pending)	-		-		
<i>Subtotals</i>					
TOTAL 2021 K&A Costs			31,800		

Invoices for K&A services will be submitted to the client with a net 30-day payment request. K&A services will begin upon written authorization from a designated client representative or issuance of a contract and/or purchase order.

Client Signature of Authorization

Printed Name

Date of Authorization