

CITY COUNCIL AGENDA REQUEST FORM

Today's date: 12 / 7 / 16

Date of meeting 12 / 21 / 16

(City Council meetings are held the 1st and 3rd Wednesday of each month.)



CLERK'S OFFICE CITY OF SANDPOINT

Name of Citizen, Organization, Elected Official, or Department Head making request:

Jared Yost, Urban Forester

Address: 1123 Lake Street, Sandpoint Idaho

Phone number and email address: 208-265-1480

Authorized by:

Aaron Qualls name of City official

City official's signature

(Department Heads, City Council members, and the Mayor are City officials.)

Subject: Informational, 2016 diver suction harvesting program

Summary of what is being requested: Brief presentation of results from aquatic invasive species maintenance

The following information MUST be completed before submitting your request to the City Clerk:

1. Would there be any financial impact to the city? Yes or No

If yes, in what way?

2. Name(s) of any individual(s) or group(s) that will be directly affected by this action:

Have they been contacted? Yes or No

3. Is there a need for a general public information or public involvement plan? Yes or No

If yes, please specify and suggest a method to accomplish the plan:

4. Is an enforcement plan needed? Yes or No Additional funds needed? Yes or No

5. Have all the affected departments been informed about this agenda item? Yes or No

This form must be submitted no later than 6 working days prior to the scheduled meeting. All pertinent paperwork to be distributed to City Council must be attached.

ITEMS WILL NOT BE AGENDIZED WITHOUT THIS FORM

**CITY OF SANDPOINT
AGENDA REPORT**

DATE:12/7/2016

TO: MAYOR AND CITY COUNCIL

FROM: Jared Yost, Urban Forester

SUBJECT: End of year report aquatic invasive species management

DESCRIPTION/BACKGROUND:

At the completion of the 2016 diver suction harvesting program, AWS removed 335 totes of invasive weeds from the marina and swim area. That's 18,425 lbs, or 3,735 cubic feet of wet biomass removed. We spent a total of 233 hours suction harvesting this season. We focused 120 of those hours on mature eurasian watermilfoil plants within the 3 feet of the water surface. This was done to prevent fragmentation via propellers that would otherwise continue to spread the plant. The remaining 113 hours were spent targeting flowering rush, with approximately 700 separate rush plants removed.

STAFF RECOMMENDATION:NA

ACTION:NA

WILL THERE BE ANY FINANCIAL IMPACT?

HAS THIS ITEM BEEN BUDGETED?Yes

ATTACHMENTS:



Overview

At the completion of the 2016 diver suction harvesting program, AWS removed 335 totes of invasive weeds from the marina and swim area. That's 18,425 lbs, or 3,735 cubic feet of wet biomass removed. We spent a total of 233 hours suction harvesting this season. We focused 120 of those hours on mature eurasian watermilfoil plants within the 3 feet of the water surface. This was done to prevent fragmentation via propellers that would otherwise continue to spread the plant. The remaining 113 hours were spent targeting flowering rush, with approximately 700 separate rush plants removed.

Flowering rush poses the greatest threat to the area as it has the potential to severely limit boating activity, so we went after it aggressively. We identified approximately 700 rush plants in our pre-treatment survey, which were eliminated successfully during the 113 hours spent on this species alone. During our time underwater, we identified an additional 100 rush plants that were out of view. We will be volunteering 40 hours of additional labor during the draw down period to remove as many of these plants as possible.

Overall the 2016 season was very effective; we were able to accomplish much in a short amount of time. For next year, we would like to begin harvesting plants and roots as soon as they emerge to make our dive time as effective as possible. This will enable us to focus on the roots when the plants are still small and more easily managed.

AWS management plan moving forward

- The suction method for harvesting flowering rush is highly effective at keeping the plant densities to a manageable level year after year as new plants float in from upstream and are also moved by the ducks and geese. The root systems of these plants are incredibly strong and require thorough removal to eliminate the entire plant. We plan to continue this method for next season.
- Upon seeing the results of the biodegradable bottom barriers 3 years after implementation, I can see very little difference in plant densities where the bottom barriers were laid vs. plant densities without bottom barriers. The barriers have a lateral string material that is floating up with the growing plant mass that has the potential to be harmful to boat props as well as

our divers in the water. Because it is now overgrown with plants, it can be difficult to see. I was forced to cut my way out of it with my dive knife after becoming entangled. You will find a video attached for visual reference.

- We have created a control grid in the densest eurasian watermilfoil patch we could find to monitor how effective complete removal will be in a dense area, (see attached map). Our recommendation moving forward with the dense patches of EWM is to start to work on the infestation with the suction harvesting as soon as the plants emerge in an attempt to reduce the plant mass removed with each root system. This will limit fragmenting and make complete plant removal far more efficient. Starting earlier we will also be able to target curly leaf pond weed prior to its mid-season dormancy. With the plan to remove as much of the plant densities as possible before they are within the surface buffer. We will continue to research possible non herbicide dry ground control methods as well.

Windbag Marina

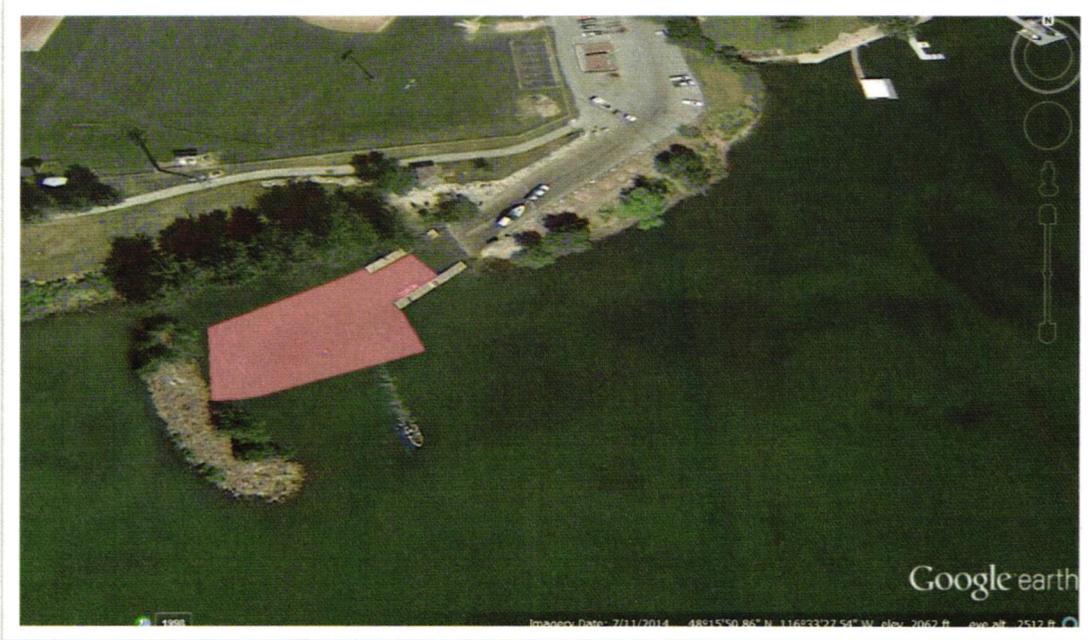


City Beach Swimming Area



Memorial Field

AWS spent 1 day at memorial boat launch removing EWM and flowering rush in the boat traffic areas, most of the plants in the traffic areas are native.





3rd Street Pier: A few scattered rush plants were found and removed, and dense native pondweeds (American and Sago).



No: 16-59
Date: July 20, 2016

RESOLUTION
OF THE CITY COUNCIL
CITY OF SANDPOINT

TITLE: ACCEPTANCE OF PROPOSAL AND AWARD OF CONTRACT FOR CONTROL AND ERADICATION OF AQUATIC INVASIVE SPECIES

WHEREAS: Idaho Code § 22-2407 requires that landowners control noxious weeds on their land and property;

WHEREAS: The City owns and has within its jurisdiction certain property, particularly Windbag Marina, City Beach, the boat launch at War Memorial Field, and Third Avenue Pier, where aquatic invasive plant species, such as aquatic Eurasian milfoil and flowering rush, grow and can be found;

WHEREAS: It is the City's desire that non-herbicide based methods be used for the treatment of aquatic invasive species;

WHEREAS: In order to meet the requirements of Idaho Code § 22-2407, maintain the recreational value of the waterway, and maintain a safe environment for water users, the City requested proposals from qualified professionals to control and eradicate aquatic invasive species at the above-named locations;

WHEREAS: Of the three proposals that were received, City staff recommends awarding the project to local firm Aquatic Weed Solutions, Inc.; and

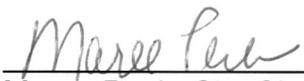
WHEREAS: The cost of aquatic invasive species eradication and control is included in the City's budget for the current fiscal year.

NOW, THEREFORE, BE IT RESOLVED THAT: The contract for aquatic invasive species removal is hereby awarded to Aquatic Weed Solutions, Inc., and the Mayor is authorized to execute a contract after review and approval by the City Attorney.



Shannon Williamson, Council President
for Shelby Rognstad, Mayor

ATTEST:



Maree Peck, City Clerk

City Council Members:

	YES	NO	ABSTAIN	ABSENT
1. Eddy	X			
2. Aitken	X			
3. Williamson	X			
4. Camp	X			
5. Ruehle				X
6. Snedden	X			

CONTRACT FOR SERVICES

Herbicide free treatment of Aquatic Invasive Species

This contract for services is made effective of August 3, 2016 by and between the City of Sandpoint of 1123 Lake Street, Sandpoint, ID 83864 and Aquatic Weed Solutions Inc. of P.O. Box 854, Sandpoint, ID 83864.

1. DESCRIPTION OF SERVICES PROVIDED, Beginning on August 3, 2016 Aquatic Weed Solutions Inc., hereafter named AWS, will first GPS survey the treatment areas using ISDA approved methods for best results, and record the data in various map and graph forms. Dependent upon findings AWS will coordinate with City of Sandpoint, hereafter named City, Idaho State Department of Agriculture, Lake Pend Oreille Waterkeeper, and any other agency seeking input, the conclusion of the data, and what our projected plan of attack will be. AWS will conduct diver assisted suction harvesting and place bio-degradable barriers as needed to treat affected areas outlined in project scope pg. 2 of City of Sandpoint Request for Proposal non herbicide treatment. The D.A.S.H. (diver assisted suction harvester) will be the primary treatment method for Flowering rush, Eurasian Water Milfoil and Curly Leaf Pondweed. AWS will re-evaluate and track our progress via survey documentation, to ensure the correct course of action is taken every year. One person will always be monitoring the diver and the public to ensure safe operation. We will maintain a clean and professional appearance throughout the season, and will happily educate and inform the public of the target invasive species when asked.

2. FEES AND CONDITIONS FOR SERVICES

- \$115 an hour for a pontoon boat set up with diver assisted suction harvesting equipment and two rotating divers to ensure safety and performance. There will be no fees added this is an all-inclusive hourly price for the diver assisted suction harvesting.
- Fee's for installing bottom barriers are \$115 an hour for 2 divers boat and boat and diver supplies excluding bottom barrier cost, sand bags, or other securing devices.
- All additional supplies not included in the diver assisted suction harvesting hourly rate will be billed back to City at cost. AWS will provide receipts for Bottom barriers, Sand bags and Sterile grass carpet to City for payment.

- AWS will offer 6 GPS surveys free of charge consisting of 2 rake surveys, 2 visual surveys, and 2 drone (aerial surveys if conditions allow). Any additional surveys or 3rd party surveys will be \$80 an hour if contracted through AWS.

- Use of City Boat and suction equipment as specified in Request for Proposal. SCOPE pg. 2. Should the City choose to have AWS utilize city equipment as a means to provide contract cost reduction the following applies:

City will be responsible for all repairs and major service to their equipment. City will be responsible for providing fuel and oil, weed separator bags and any other expendable cost associated with the boat and, or suction harvester equipment. City is responsible for liability and equipment insurance. AWS is not responsible for any mechanical failures or normal wear and tear to the equipment from AWS use. Use of AWS equipment is preferred as we have the equipment we feel is the most dependable and efficient.

AWS will charge \$80 hour for utilizing all equipment as outlined in of City of Sandpoint Request for Proposal SCOPE, pg. 2. AWS will provide 2 rotating divers and be responsible for the divers and the divers wearable gear only when utilizing City equipment.

Contract will not exceed \$26,777 for 2016 including cost for bottom barrier materials.

3. PAYMENT SCHEDULE

Net 30 days from Invoice. Invoice will be submitted upon completion of the job with the approval of Jared Yost. 5% interest added after 60 days, 10% interest added after 90 days.

4. INDEPENDENT CONTRACTOR

The parties agree that AWS is an independent contractor and, as such, is not in any way an employee or agent of City and is not entitled to worker's compensation or any other benefits of employment as provided by law or City. It is further agreed that City shall have no control over the manner of performance of this Agreement by the AWS, except to specify the time and place of performance.

5. NONASSIGNABLE

The parties mutually agree that City has entered into this Agreement to secure the personal services of AWS and, as such, this Agreement and the rights and obligations hereunder may not be assigned, delegated or transferred by either party.

6. COMPLIANCE WITH LAWS

AWS shall comply with all federal, state, city and local laws, rules, ordinances and regulations in performance of this Agreement.

7. TERMINATION

This Agreement may be terminated by written notice by either party with or without cause, which shall be effective three (3) days from the date of the written notice. This Agreement will automatically expire on September 30, 2019, if not terminated in writing by either party prior thereto.

8. INSURANCE

AWS agrees to purchase and/or maintain in effect at all times during its acts under this Agreement a comprehensive, general liability insurance policy in the minimum amount of \$500,000.00 which shall name and protect AWS, all AWS employees, City, and all officers, agents and employees of City, from and against any and all claims, losses, actions or judgments for damages or injury to person or property arising out of or in connection with the performance of AWS obligations under this Agreement. AWS shall provide proof of insurance coverage as set forth above to City prior to commencing its performance as provided herein, and require AWS insurer to notify City at least ten (10) days prior to cancellation of said policy. Notwithstanding any other provision of this Agreement, the failure of AWS to provide the requisite proof of insurance shall constitute a material breach of this Agreement, and shall constitute sufficient grounds for immediate termination of this Agreement by City.

9. NON DISCRIMINATION

AWS and AWS's subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, gender, or national origin. AWS shall take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, color, sex, age, gender, or national origin. Such action shall include the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising;

layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. AWS agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of non-discrimination.

AWS and AWS's subcontractors shall, in all solicitation or advertisements for employees placed by them or on their behalf; state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, age or national origin.

10. INDEMNIFICATION

AWS agrees to indemnify, defend, and hold harmless City and its officers, agents and employees, from and against any and all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or in connection with any act or omission of AWS, or AWS's agents, employees, or representatives, under this Agreement.

11. TIME OF ESSENCE AND DEFAULT

Time is of the essence of this Agreement. If AWS defaults in any of the terms of this Agreement for a period of seven (7) days after written notice of default has been sent by the City, then City, at its option and in addition to all other legal and equitable remedies, may declare this Agreement forfeited and terminated. Upon such forfeiture and termination, all rights of AWS under this Agreement shall immediately terminate; provided, however, that nothing herein shall be considered an election of remedies or limitation of damages.

12. SUPERSEDING AGREEMENT AND SEVERABILITY

This Agreement supersedes and replaces any pre-existing written or verbal agreements between these parties. If any provision of this Agreement is held to be unenforceable, such provision shall be excluded without affecting the remaining terms and provisions of the Agreement.

13. CHOICE OF LAW

This Agreement shall be governed by the laws of the State of Idaho.

14. ATTORNEY FEES

Reasonable attorney fees and costs shall be awarded to the prevailing party in any action to enforce or interpret this Agreement, or to declare a termination or forfeiture of this Agreement.

City Representative Mayor Signature  Date 8/6/16

Aquatic Weed Solutions Mat Lawrence Signature  Date 8/5/15