



CITY OF
TUMWATER

**BARNES LAKE MANAGEMENT DISTRICT
MEETING AGENDA**

**Online via Zoom and In Person at
Tumwater City Hall, Sunset Room, 555
Israel Rd. SW, Tumwater, WA 98501**

**Wednesday, May 08, 2024
6:00 PM**

1. Call to Order
2. Roll Call
3. Introduction and Agenda Review
4. Approval of Minutes
 - [a.](#) April 3, 2024 Steering Committee Meeting Minutes
5. Public Comment
6. Member Comment
7. Lake Management
 - [a.](#) Service Provider Agreement Update (Smith)
 - [b.](#) Lake Levels and Temperature (Kangiser)
 - c. Meet Aquatechnex Staff
8. General Business
 - [a.](#) 2024 Work Plan (Smith)
 - [b.](#) 2024 Budget (Smith)
 - c. BLMD Website Update (Soderberg)
9. Future Agenda Items
10. Adjourn

Meeting Information

The public are welcome to attend in person, by telephone or online via Zoom.

Watch Online

<https://us02web.zoom.us/j/87265590246?pwd=YnpSSm5NMHVXMmoyTDNNS2szNVdudz09>

Listen by Telephone

Call (253) 215-8782, listen for the prompts and enter the Webinar ID 872 6559 0246 and Passcode 172646.

Post Meeting

Audio of the meeting will be recorded and later available by request, please email

CityClerk@ci.tumwater.wa.us

Accommodations

The City of Tumwater takes pride in ensuring that people with disabilities are able to take part in, and benefit from, the range of public programs, services, and activities offered by the City. To request an accommodation or alternate format of communication, please contact the City Clerk by calling (360) 252-5488 or email CityClerk@ci.tumwater.wa.us. For vision or hearing impaired services, please contact the Washington State Relay Services at 7-1-1 or 1-(800)-833-6384. To contact the City's ADA Coordinator directly, call (360) 754-4128 or email ADACoordinator@ci.tumwater.wa.us.



**BARNES LAKE MANAGEMENT DISTRICT MEETING
Minutes
Wednesday, April 03, 2024**

Online via Zoom and in person at Tumwater City Hall, Sunset Room
555 Israel Rd. SW, Tumwater, WA 98501 6:00 PM

1. Call to Order
2. Roll Call: Linnea Madison(Chair), Tom Sparks (Vice-Chair), Rusty Weaver, Kathy Peterson, Dana Day, Doug Gill, Dan Smith (Water Resources and Sustainability Director), Patrick Soderberg (Water Resources Program Manager) , Dave Kangiser (Water Resources Specialist), Jerome Tuano (JOLT News)
3. Excused: Judith Loft, Lalani Shelton, Jody Keys
4. Introductions and Agenda Review:
 - a. Add to the agenda:
 - i. Gary Bodeutsch's Award status
5. Approval of Minutes - January 31, 2024 Steering Committee Meeting
 - a. Member Peterson motioned to approve the January 31, 2024 meeting minutes as written, Member Day seconded the motion, and the vote was unanimous.
6. Public Comment: There were no public comments.
7. Member Comment: Member Peterson commented that she saw a juvenile eagle eating goose eggs on Lark Island.
8. Lake Management
 - a. Request For Proposal (RFP) Response Update (Smith)

2024 Meeting Dates

January 31

April 3

May 8

June 12

Sept. 11 (5:00 walk about)

October 9

November 13

Director Smith reviewed the RFP Proposal submitted by Aquatechnex. They were the only company to submit a proposal. Manager Soderberg reviewed the past lake management strategies and treatment products used for past treatments. In reviewing the proposal, the proposal's Total Project Budget Amount erroneously subtracted the Management Reserve when it should have been added. A revised proposal from the contractor was requested.

The estimated cost for treatment is similar to Northwest Aquatic Ecosystems' cost of services.

A future site visit and meet and greet will be coordinated by City Staff. Next steps are to draft a contract and scope of work.

Vice Chair Sparks asked: What is the background of this company?

Manager Soderberg replied: They have a good reputation for treatments conducted on other lakes within the county.

Their website is www.aquatechnex.com.

Member Peterson motioned to develop the contract for services based on the proposal submitted by Aquatechnex. Member Day seconded the motion, and the vote was unanimous.

A tentative meet and greet for the contractor is scheduled for May 8.

b. Status of the 2023 Annual Treatment Report (Smith)

No Treatment Report for 2023 is available.

c. Lake Levels and Temperature (Kangiser)

Water quality sampling starts next month. A new lab may be used to analyze Total Phosphorus and Total Nitrogen. The lake is full and currently discharging out of the overflow flexible leveler.

9. General Business

a. Assessments are going out in late April or May. The Annual Newsletter is being developed to accompany the assessment.

b. 2024 Work Plan (Smith)

2024 Meeting Dates

January 31

April 3

May 8

June 12

Sept. 11 (5:00 walk about)

October 9

November 13

Director Smith reviewed the work plan. The City Council has been updated on the current state of the contractor search.

c. 2024 Budget (Smith)

Director Smith reviewed the budget. There are no expenses to report. The current fund balance is estimated at \$48,000. There will be an estimated \$68,000 balance including the projected assessments from 2024.

Member Peterson asked: How well are people paying their assessments?

Director Smith answered: Very well. Leins and other processes are working to ensure LMD members are paying their assessments.

d. Gary’s award: Specialist Kangiser read the award letter.

10. Future Agenda Items

The May 8 meeting is tentatively scheduled depending on the contractor availability.

11. Adjourn at 7:03 PM

2024 Meeting Dates

January 31 April 3 May 8 June 12 Sept. 11 (5:00 walk about) October 9 November 13

**CITY OF TUMWATER
SERVICE PROVIDER AGREEMENT**

AQUATIC VEGETATION MANAGEMENT FOR BARNES LAKE

THIS AGREEMENT is made and entered into in duplicate this _____ day of _____, 20__, by and between the CITY OF TUMWATER, a Washington municipal corporation, hereinafter referred to as the “CITY”, and AquaTechnex, LLC, a Washington limited liability company, hereinafter referred to as the “SERVICE PROVIDER”.

WITNESSETH:

WHEREAS, the CITY desires to have certain services and/or tasks performed as set forth below requiring specialized skills and other supportive capabilities; and

WHEREAS, sufficient CITY resources are not available to provide such services; and

WHEREAS, the SERVICE PROVIDER represents that the SERVICE PROVIDER is qualified and possesses sufficient skills and the necessary capabilities, including technical expertise, where required, to perform the services and/or tasks set forth in this Agreement.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, the parties hereto agree as follows:

1. SCOPE OF SERVICES.

The SERVICE PROVIDER shall perform such services and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance thereof, as are identified and designated as SERVICE PROVIDER responsibilities throughout this Agreement and as detailed in Exhibit “A” Scope of Services attached hereto and incorporated herein (the “Project”).

2. TERM.

The Project shall begin no earlier than May 1, 2024 and shall be completed no later than January 31, 2027. This Agreement may be extended for additional periods of time upon mutual written agreement of the parties.

3. TERMINATION.

Prior to the expiration of the Term, this Agreement may be terminated immediately, with or without cause, by the CITY.

4. COMPENSATION AND METHOD OF PAYMENT.

A. Payments for services provided hereunder shall be made following the performance of such services, unless otherwise permitted by law and approved in writing by the CITY.

B. No payment shall be made for any service rendered by the SERVICE PROVIDER except for services identified and set forth in this Agreement.

C. The CITY shall pay the SERVICE PROVIDER for work performed under this Agreement a total sum not to exceed **FORTY NINE THOUSAND FOUR HUNDRED TWENTY FIVE DOLLARS AND NINETY-ONE CENTS** (\$49,425.91) as reflected in "Exhibit A" Scope of Services.

D. Upon execution of this Agreement, the SERVICE PROVIDER must submit IRS Form W-9 Request for Taxpayer Identification Number (TIN) and Certification unless a current Form W-9 is already on file with the CITY.

E. The SERVICE PROVIDER shall submit an invoice to the CITY for services rendered during the contract period. The CITY shall initiate authorization for payment after receipt of said invoice and shall make payment to the SERVICE PROVIDER within approximately thirty (30) days thereafter.

F. When subcontracting services or purchasing goods from third parties, as identified and approved in this Agreement, the SERVICE PROVIDER must submit written documentation establishing that the goods and/or services have been provided and the third party has been paid in order to receive payment for such goods and/or services.

G. Invoices may be submitted immediately following performance of services, but in no event shall an invoice be submitted more than twenty (20) business days following the end of the contract term or the end of the calendar year, whichever is earlier.

5. INDEPENDENT CONTRACTOR RELATIONSHIP.

A. The parties intend that an independent contractor relationship will be created by this Agreement. Subject to paragraphs herein, the implementation of services pursuant to this Agreement will lie solely within the

discretion of the SERVICE PROVIDER. No agent, employee, servant or representative of the SERVICE PROVIDER shall be deemed to be an employee, agent, servant or representative of the CITY for any purpose, and the employees of the SERVICE PROVIDER are not entitled to any of the benefits the CITY provides for its employees. The SERVICE PROVIDER will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors or representatives during the performance of this Agreement.

B. In the performance of the services herein contemplated the SERVICE PROVIDER is an independent contractor with the authority to control and direct the performance of the details of the work; however, the results of the work contemplated herein must meet the approval of the CITY and shall be subject to the CITY'S general rights of inspection and review to secure the satisfactory completion thereof.

C. As an independent contractor, the SERVICE PROVIDER shall be responsible for the reporting and payment of all applicable local, state, and federal taxes.

D. It is recognized that the SERVICE PROVIDER may or will be performing services during the Term for other parties; provided, however, that such performance of other services shall not conflict with or interfere with the SERVICE PROVIDER'S ability to perform the services. The SERVICE PROVIDER agrees to resolve any such conflicts of interest in favor of the CITY.

6. SERVICE PROVIDER EMPLOYEES/AGENTS.

The CITY may at its sole discretion require the SERVICE PROVIDER to remove an employee, agent or servant from employment on this Project. The SERVICE PROVIDER may however employ that individual on other non-CITY related projects.

7. HOLD HARMLESS INDEMNIFICATION.

A. SERVICE PROVIDER Indemnification. The SERVICE PROVIDER agrees to indemnify, defend and hold the CITY, its elected officials, officers, employees, agents, and volunteers harmless from any and all claims, demands, losses, actions and liabilities (including costs and all attorney fees) to or by any and all persons or entities, including, without limitation, their respective agents, licensees, or representatives, arising from, resulting from, or connected with this Agreement to the extent caused by the negligent acts, errors or omissions of the SERVICE PROVIDER, its partners, shareholders, agents, employees, or by the SERVICE PROVIDER'S breach of this Agreement. The SERVICE PROVIDER expressly waives any immunity that may be granted to it under the Washington

State Industrial Insurance Act, Title 51 RCW. The SERVICE PROVIDER'S indemnification shall not be limited in any way by any limitation on the amount of damages, compensation or benefits payable to or by any third party under workers' compensation acts, disability benefit acts or any other benefit acts or programs. This waiver has been mutually negotiated by the parties.

B. CITY Indemnification. The CITY agrees to indemnify, defend and hold the SERVICE PROVIDER, its officers, directors, shareholders, partners, employees, and agents harmless from any and all claims, demands, losses, actions and liabilities (including costs and attorney fees) to or by any and all persons or entities, including without limitation, their respective agents, licensees, or representatives, arising from, resulting from or connected with this Agreement to the extent solely caused by the negligent acts, errors, or omissions of the CITY, its employees or agents. No liability shall attach to the CITY by reason of entering into this Agreement except as expressly provided herein.

C. Survival. The provisions of this Section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.

8. INSURANCE.

A. The SERVICE PROVIDER shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the SERVICE PROVIDER, their agents, representatives, employees or subcontractors.

B. The SERVICE PROVIDER shall provide a Certificate of Insurance evidencing:

1. Automobile Liability insurance with limits no less than \$1,000,000 combined single limit per accident for bodily injury and property damage.

2. Commercial General Liability insurance written on an occurrence basis with limits no less than \$2,000,000 combined single limit per occurrence and \$2,000,000 aggregate for personal injury, bodily injury and property damage. Coverage shall include but not be limited to: blanket contractual; products/completed operations; broad form property damage; explosion, collapse and underground (XCU) if applicable; and employer's liability.

3. Professional Liability insurance written on a claims made basis with limits of no less than \$2,000,000 per claim, and \$2,000,000 policy aggregate limit.

4. Pollution Liability insurance written on an occurrence basis with limits no less than \$2,000,000.00 combined single limit per occurrence and \$2,000,000 annual aggregate.

5. Aircraft Liability insurance with limits no less than \$1,000,000 per occurrence, and \$2,000,000 policy aggregate limit.

C. The CITY shall be named as an additional insured on the insurance policy, as respect to work performed by or on behalf of the SERVICE PROVIDER and a copy of the endorsement naming the CITY as additional insured shall be attached to the Certificate of Insurance. The CITY reserves the right to request certified copies of any required policies.

D. The SERVICE PROVIDER'S insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insurer's liability.

E. Any payment of deductible or self-insured retention shall be the sole responsibility of the SERVICE PROVIDER.

F. The SERVICE PROVIDER'S insurance shall be primary insurance as respect to the CITY and the CITY shall be given written notice of any cancellation, suspension or material change in coverage within two (2) business days of SERVICE PROVIDER'S receipt of such notice.

9. TREATMENT OF ASSETS.

Title to all property furnished by the CITY shall remain in the name of the CITY and the CITY shall become the owner of the work product and other documents, if any, prepared by the SERVICE PROVIDER pursuant to this Agreement.

10. COMPLIANCE WITH LAWS.

A. The SERVICE PROVIDER, in the performance of this Agreement, shall comply with all applicable federal, state or local laws and ordinances, including being licensed to do business in the City of Tumwater by obtaining a Tumwater business license and any additional regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services.

B. The SERVICE PROVIDER specifically agrees to pay any applicable CITY business and occupation (B&O) taxes which may be due on account

of this Agreement.

11. NONDISCRIMINATION.

A. The CITY is an equal opportunity employer.

B. Nondiscrimination in Employment. In the performance of this Agreement, the SERVICE PROVIDER will not discriminate against any employee or applicant for employment on the grounds of race, creed, religion, color, national origin, citizenship or immigration status, families with children status, sex, marital status, honorably discharged veteran or military status, the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability, sexual orientation, genetic information, age or other basis prohibited by state or federal law; provided that the prohibition against discrimination in employment because of disability shall not apply if the particular disability prevents the proper performance of the particular worker involved. Such action shall include, but not be limited to: employment, upgrading, demotion or transfers, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and programs for training including apprenticeships. “

C. Nondiscrimination in Services. The SERVICE PROVIDER will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, creed, religion, color, national origin, citizenship or immigration status, families with children status, sex, marital status, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability or the use of a trained dog guide or service animal by a person with a disability, sexual orientation, genetic information, age or other basis prohibited by state or federal law. “Race” is inclusive of traits historically associated or perceived to be associated with race including, but not limited to, hair texture and protective hairstyles. For purposes of this subsection, "protective hairstyles" includes, but is not limited to, such hairstyles as afros, braids, locks, and twists. It is not an unfair practice when a distinction or differential treatment on the basis of citizenship or immigration status is authorized by federal or state law, regulation, rule or government contract.

D. If any assignment and/or subcontract have been authorized by the CITY, said assignment or subcontract shall include appropriate safeguards against discrimination. The SERVICE PROVIDER shall take such action as may be required to ensure full compliance with the provisions in the immediately preceding paragraphs herein.

E. Nondiscrimination in Benefits. **The provisions of this subsection are only applicable to contracts with an estimated value of**

\$50,000 or more. Pursuant to Tumwater Municipal Code (TMC) Chapter 3.46, the SERVICE PROVIDER shall provide employee benefits or an equivalent sum to the domestic partners of their employees involved in the SERVICE PROVIDER'S operations applicable to this Agreement if such benefits are provided to employees' spouses as more particularly set forth in Chapter 3.46 of the TMC, a copy of which is attached hereto as Exhibit "B".

F. Nondiscrimination in Contractors / Subcontractors. The City of Tumwater, in accordance with RCW 49.60.530 requires all covered contractors or subcontractors to actively pursue a diverse and inclusive workforce. Contractors and subcontractors are prohibited from all forms of discrimination listed in RCW 49.60.530.

12. ASSIGNMENT/SUBCONTRACTING.

A. The SERVICE PROVIDER shall not assign its performance under this Agreement or any portion of this Agreement without the written consent of the CITY, and it is further agreed that said consent must be sought in writing by the SERVICE PROVIDER not less than thirty (30) days prior to the date of any proposed assignment. The CITY reserves the right to reject without cause any such assignment.

B. Any work or services assigned hereunder shall be subject to each provision of this Agreement and proper bidding procedures where applicable as set forth in local, state and/or federal statutes, ordinances and guidelines.

C. Any technical service subcontract not listed in this Agreement, must have express advance approval by the CITY.

13. NON-APPROPRIATION OF FUNDS.

If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the CITY will not be obligated to make payments for services or amounts incurred after the end of the current fiscal period, and this Agreement will terminate upon the completion of all remaining services for which funds are allocated. No penalty or expense shall accrue to the CITY in the event this provision applies.

14. CHANGES.

Either party may request changes to the Scope of Services and performance to be provided hereunder, however, no change or addition to this Agreement shall be valid or binding upon either party unless such change or addition be in writing and signed by both parties. Such amendments shall be attached to and made part of this Agreement.

15. MAINTENANCE AND INSPECTION OF RECORDS.

A. The SERVICE PROVIDER at such times and in such forms as the CITY may require, shall furnish to the CITY such statements, records, reports, data, and information as the CITY may request pertaining to matters covered by this Agreement.

B. The SERVICE PROVIDER shall maintain books, records and documents, which sufficiently and properly reflect all direct and indirect costs related to the performance of this Agreement and shall maintain such accounting procedures and practices as may be necessary to assure proper accounting of all funds paid pursuant to this Agreement. These records shall be subject at all reasonable times to inspection, review, or audit, by the CITY, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement.

C. To ensure the CITY'S compliance with the Public Records Act, RCW 42.56, the SERVICE PROVIDER shall retain all books, records, documents and other material relevant to this agreement, for six (6) years after its expiration. The SERVICE PROVIDER agrees that the CITY or its designee shall have full access and right to examine any of said materials at all reasonable times during said period.

16. POLITICAL ACTIVITY PROHIBITED.

None of the funds, materials, property or services provided directly or indirectly under the Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.

17. PROHIBITED INTEREST.

No member, officer, or employee of the CITY shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

18. NOTICE.

Notice provided for in this Agreement shall be sent by certified mail to the addresses designated for the parties on the signature page of this Agreement.

19. ATTORNEYS FEES AND COSTS.

If any legal proceeding is brought for the enforcement of this Agreement, or because of a dispute, breach, default, or misrepresentation in connection with any of

the provisions of this Agreement, the prevailing party shall be entitled to recover from the other party, in addition to any other relief to which such party may be entitled, reasonable attorney's fees and other costs incurred in that action or proceeding.

20. JURISDICTION AND VENUE.

A. This Agreement has been and shall be construed as having been made and delivered within the State of Washington. It is agreed by each party hereto that this Agreement shall be governed by laws of the State of Washington, both as to interpretation and performance.

B. Any action of law, suit in equity, or judicial proceeding for the enforcement of this Agreement or any provisions thereof shall be instituted and maintained in the superior court of Thurston County, Washington.

21. SEVERABILITY.

A. If, for any reason, any part, term or provision of this Agreement is held by a court of the United States to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

B. If it should appear that any provision hereof is in conflict with any statutory provision of the State of Washington, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provisions.

22. ENTIRE AGREEMENT.

The parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this Agreement shall be in writing and signed by both parties. Failure to comply with any of the provisions stated herein shall constitute material breach of contract and cause for termination. Both parties recognize time is of the essence in the performance of the provisions of this Agreement. It is also agreed by the parties that the forgiveness of the nonperformance of any provision of this Agreement does not constitute a waiver of the provisions of this Agreement. This Agreement may be executed in any number of counterparts, which counterparts shall collectively constitute the entire Agreement.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed the day and year first hereinabove written.

CITY:

CITY OF TUMWATER
555 Israel Road SW
Tumwater, WA 98501

SERVICE PROVIDER:

AquaTechnex
1801 Van Wormer, Suite 1
Centralia, WA 98531
UBI No. 602-190-833
Phone No. 855-245-5253

Dan Smith
Director, Water Resources &
Sustainability

Signature (Notarized – see below)
Printed Name: Kyle Langon
Title: PNW Regional Manager

ATTEST:

APPROVED AS TO FORM:

Karen Kirkpatrick, City Attorney

STATE OF WASHINGTON

COUNTY OF THURSTON

I certify that I know or have satisfactory evidence that _____(name) is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the _____(title) of _____(company) to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated:_____

Notary Public in and for the State of Washington,
My appointment expires:_____

Exhibit A: Scope of Services

AquaTechnex, LLC

2024 – 2026 Barnes Lake Scope of Work

Aquatic Plant Management

Task 1.1 – Pretreatment Aquatic Vegetation Survey

During mid-late spring of each year, AquaTechnex biologists will coordinate with the property owner(s) where lake access has been pre-authorized by City staff to launch a boat. Biologists will then mobilize to Barnes Lake with a DJI MAVIC 3 Multispectral drone to conduct aerial video surveying of Barnes Lake and an airboat or small jon boat (depending on boat launch conditions) to conduct an aquatic plant mapping survey. A surveying boat will be teamed with experienced scientists who can rapidly quantify aquatic weed problems in large lake systems. AquaTechnex shall deploy a mapping vessel to Barnes Lake and collect both aquatic plant biovolume via hydro-acoustic technology and use Trimble TDC600 DGPS data logging receivers. Subsequently, a drone will be used to capture photographs to identify plant growth and changes over time in Barnes Lake, comparing pre-treatment survey images as well as images taken from previous years to track changes in plant communities, specifically bladderwort and white-water lilies. All this data is ported directly to ArcGIS mapping software where it is assembled and then can be presented by AquaTechnex in a report to the City of Tumwater along with findings and treatment recommendations.

Task 1.2 – Post treatment Survey

AquaTechnex biologists would duplicate the boat and drone survey work performed in the pre-treatment effort. Using hydroacoustic systems from our watercraft, AquaTechnex will survey and calculate the percentage of vegetation controlled for that year. This data will be documented in the year-end report. If any areas require additional focus, these would be reported to the city with mapping support and suggestions for management.

Note Regarding Drone Surveying

Barnes Lake is located within the Olympia Airport Class D airspace. To fly in controlled airspace, a remote pilot must receive approval from the FAA first. OLM/Olympia Regional Airport is a participant in the Low Altitude Authorization and Notification Capability (LAANC) system. AquaTechnex will work within this system; no flights can legally operate without this clearance. AquaTechnex will apply upon award of contract.

Task 2.1 – Aquatic Plant Management

Upon execution of a contract, AquaTechnex will seamlessly facilitate the transfer of permit coverage and submit the necessary forms to Ecology. The AquaTechnex team of licensed aquatic applicators will manage aquatic plant & algae permit compliance and reporting on behalf of Barnes Lake Management District (BLMD).

Task 2.2 – Public Notification of treatment

The Ecology NPDES permit requires notification of the public affected by any treatment near their shoreline property. AquaTechnex will provide the required 10 to 42-day business and residential notice to all lakeshore properties adjacent to treatment areas and within the prescribed quarter mile zones.

AquaTechnex will provide the City of Tumwater and the BLMD with a copy of shoreline notifications for treatment and post all lake properties affected by the treatment restrictions the day prior to application.

Task 2.3 & 2.4 – Herbicide treatments

AquaTechnex will carefully consider the timing and selection of herbicide treatments to maximize effectiveness and minimize environmental impact. Recommendations will be based on thorough analysis of mapping data from previous years. For bladderwort control, AquaTechnex shall use Tribune (Diquat dibromide), a proven herbicide known for its effectiveness in targeting & controlling bladderwort. AquaTechnex will map and propose spot treatments to the BLMD before any work is pursued. Additionally, for white water lily management, AquaTechnex shall use Renovate 3 (triclopyr), a targeted herbicide specifically designed to control white water lilies while minimizing harm to surrounding vegetation. Another herbicide we suggest using is Clearcast (ammonium salt of imazamox). Clearcast is a systemic herbicide for emerging aquatic vegetation and plants surrounding freshwater ecosystems. This works by a foliar application to emerging or floating plants. When applied, the herbicide is absorbed by foliage and/or plant roots, rapidly translocating to growing points, resulting in controlled growth. AquaTechnex recommends Clearcast because it is safer to use and less likely to cause damage to non-targeted ornamental plants as this product does not leave any residual behind which can potentially harm non-targeted plants. Clearcast is ideal for treating specific zones with emerging aquatic vegetation.

Due to the treatment of White waterlily over the years, sediment rooted floating mats have become problematic on Barnes Lake which can impede recreation and impact water quality. AquaTechnex will move or remove floating mats as needed for the property owners on Barnes Lake.

AquaTechnex will request material approval from the City of Tumwater and BLMD prior to implementation. AquaTechnex anticipates mobilizing to Barnes Lake approximately two to three times per year for treatment services. However, this will be dependent upon survey results and availability of lake access due to water levels. Individual spot treatments for properties on the lake will be considered on a case-by-case basis, as needed for nuisance plant control. AquaTechnex will ensure strategic and responsible management of aquatic vegetation, promoting the health and balance of Barnes Lake's ecosystem.

Task 3 – Project Reports

AquaTechnex biologists will develop and submit a final report detailing the work performed during the year. AquaTechnex will present this information to the City of Tumwater and BLMD Steering Committee. The final report shall include the following:

- Detailed maps reflecting treatment activities and locations.

- Detailed description of the equipment and methods used for all treatment activities.
- Estimated acres of each type of aquatic weed removed.
- Estimated acres of each type of aquatic weed undergoing treatment.
- An estimate of the total percentage of the lakebed covered by native aquatic vegetation.
- A copy of the Aquatic Plant and Algae Management Permit, copies of public notification and notification dates, and pesticide application Records.
- A summary of the current vegetation management program and recommendations for management actions in future years.

Task 4 – Communications

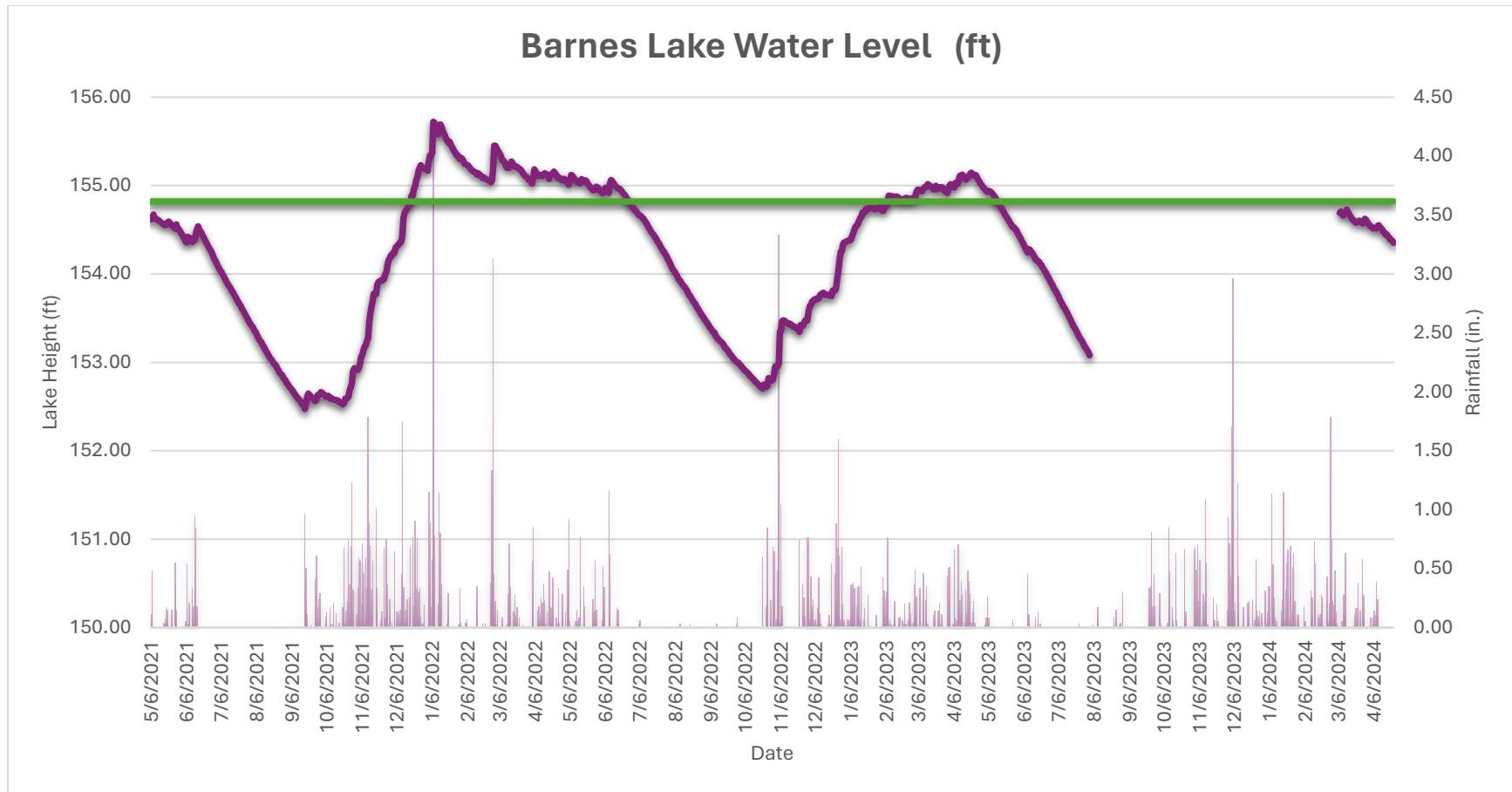
Communication can be the most important part of the treatment process. AquaTechnex will assign a biologist as a key point of contact (André Selino) who will be fully aware of the program and scope of work. AquaTechnex will maintain active communication with the City of Tumwater and the BLMD Steering Committee and will respond to any questions or concerns. AquaTechnex staff will attend at least three regular BLMD Steering Committee meetings, one of which shall be to review the Annual Treatment Report with the BLMD Steering Committee. City staff will provide AquaTechnex with the meeting calendar once adopted by the BLMD Steering Committee at the beginning of each treatment year.

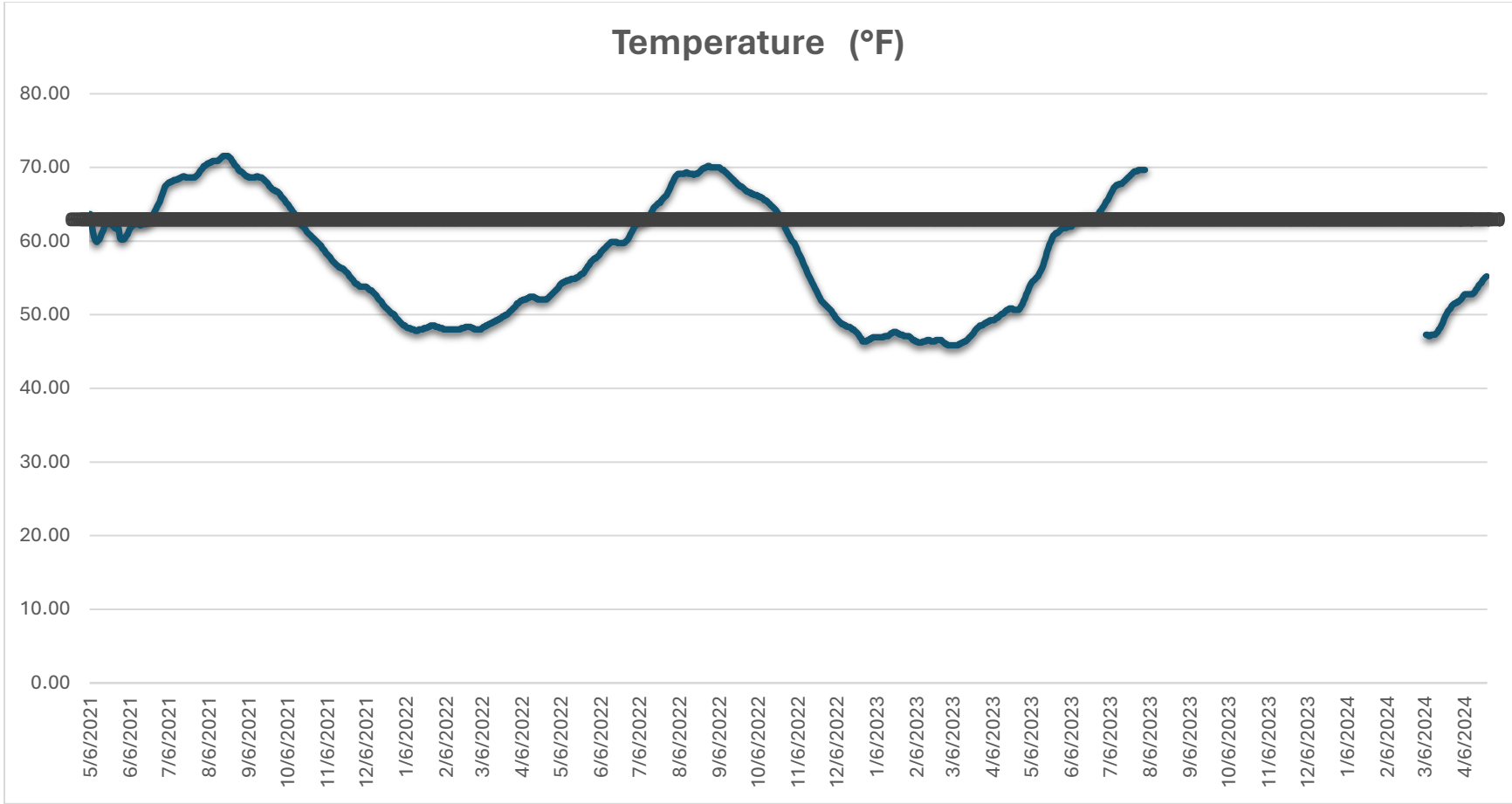
AquaTechnex will develop an online treatment map and make the URL publicly available so BLMD members can view treatment locations, herbicides proposed or used and water use restrictions. This map can be zoomed in and out to locate a property and its relationship to a treatment zone. This can dramatically improve people's understanding of the process and impact of nuisance aquatic plants on properties on the lake.

SCHEDULE OF COSTS

| MANAGEMENT SERVICES | | | | |
|---|---------------------|---------------------|---------------------|---------------------|
| | 2024 | 2025 | 2026 | TOTAL COSTS |
| Aquatic Vegetation & Drone Survey | \$ 1,971.00 | \$ 1,971.00 | \$ 1,971.00 | \$ 5,913.00 |
| Vegetation Mapping & Documentation of Lake Conditions | \$ 2,628.00 | \$ 2,628.00 | \$ 2,628.00 | \$ 7,884.00 |
| Public Notification | \$ 775.05 | \$ 775.05 | \$ 775.05 | \$ 2,325.15 |
| Annual Reporting (Ecology) | \$ 175.20 | \$ 175.20 | \$ 175.20 | \$ 525.60 |
| Annual Report (LMD) | \$ 438.00 | \$ 438.00 | \$ 438.00 | \$ 1,314.00 |
| Insurance | \$ 200.00 | \$ 200.00 | \$ 200.00 | \$ 600.00 |
| Sub-Total | \$ 6,187.25 | \$ 6,187.25 | \$ 6,187.25 | \$ 18,561.75 |
| TREATMENT SERVICES | | | | |
| Mobilization | \$ 903.38 | \$ 903.38 | \$ 903.38 | \$ 2,710.14 |
| Bladderwort Spot Treatment (diquat) | \$ 766.50 | \$ 789.50 | \$ 813.00 | \$ 2,369.00 |
| Lily Treatment (Triclopyr) | \$ 692.04 | \$ 712.80 | \$ 734.18 | \$ 2,139.02 |
| Floating Mats Labor | \$ 657.00 | \$ 657.00 | \$ 657.00 | \$ 1,971.00 |
| Launch Site Improvements | \$ 500.00 | \$ 500.00 | \$ 500.00 | \$ 1,500.00 |
| Labor | \$ 1,725.00 | \$ 1,725.00 | \$ 1,725.00 | \$ 5,175.00 |
| Sub-Total | \$ 11,431.17 | \$ 11,474.93 | \$ 11,519.81 | \$ 34,425.91 |
| <i>Management Reserve</i> | \$ 5,000.00 | \$ 5,000.00 | \$ 5,000.00 | \$ 15,000.00 |
| Total Project Budget | \$ 16,431.17 | \$ 16,474.93 | \$ 16,519.81 | \$ 49,425.91 |

Note: Management Reserve may only be invoiced when authorized by the City in writing as needed to complete unforeseen lake management activities not previously defined by the scope of work.







Barnes Lake Management District – 2024 Work Plan

**LMD
Officers:**

Chair: Linnea Madison

**Vice
Chair:**

Tom Sparks

Recorder: Dave Kangiser

For more information, visit: www.ci.tumwater.wa.us/BLMD.htm

The following tasks are scheduled around regular Committee meetings.

Unforeseen circumstances may delay completion milestones.

January / February (Meeting date: January 31)

1. ☒ Submit 2024 Annual Work Plan & Operating Budget for Council review and approval.
2. ☒ Review Steering Committee Appointments; announce vacancies as necessary.
3. ☐ Distribute LMD Member Outreach packet in March, including 2024 work plan, budget, schedule, and committee vacancies, following review by Committee. Send packets to Condo Managers and LMD owners.
4. ☒ Review SOP for volunteer monitoring program.
5. ☒ Solicit Request for Qualifications from appropriate vendors.

March / April (Meeting date: April 3)

1. ☒ Update/acquire supplies for water quality monitoring program.
2. ☐ Complete training of volunteers for summer water quality monitoring program.
3. ☒ Submit a revised roll of rates and charges to Tumwater Finance Department, as necessary.
4. ☒ Review Statements of Qualifications; select the best professional option.
5. ☒ Negotiate and execute contract for services.

May / June (Meeting date: June 12)

1. ☐ Conduct chemical treatment(s) on lake if possible (dependent on growth & water levels.)
2. ☐ Contractor to provide floating mats to volunteer property owners for removal, as available.
3. ☐ Conduct an aerial photo assessment of the lake, as conditions permit.
4. ☐ Conduct May round of water quality monitoring.
5. ☐ Conduct June round of water quality monitoring.

July / August (No meeting)

1. ☐ Conduct shoreline treatment(s) if possible (dependent on growth & water levels.)
2. ☐ Conduct chemical treatment(s) on lake if possible (dependent on growth & water levels.)
3. ☐ Conduct July round of water quality monitoring.
4. ☐ Conduct August round of water quality monitoring.

September / October (Meeting date: October 9)

1. ☐ Conduct follow-up aerial photo assessment of lake, as conditions permit.
2. ☐ Conduct September round of water quality monitoring
3. ☐ Conduct final round of water quality monitoring.
4. ☐ Update water quality summary report with 2024 data.
5. ☐ Review permit compliance needs and requirements for 2025.
6. ☐ Review budgetary needs for 2025.
7. ☐ Steering Committee's Annual Lake "Walk About" (**September 11**)

November / December (Meeting date: November 13)

1. ☐ Develop 2025 work plan based on 2024 activities, LMD needs and available budget.
2. ☐ Develop draft Operational budget for 2025.
3. ☐ Finalize meeting schedule for 2025.
4. ☐ Annual election of Steering Committee officers – Chair, Vice-Chair, Recorder.

| 2024 | | | | | | |
|--|-----------|---------------------|-------------------|---------------|---------------------|-----------|
| ACCOUNT DESCRIPTION | BUDGET | TRANFRS/ ADJSMTS | REVISED BUDGET | YTD ACTUAL | AVAILABLE BUDGET | % USED |
| SPECIAL ASSESSMENTS | \$ 278 | \$ - | \$ 278 | \$ - | \$ 278 | 0% |
| OFFICE SUPPLIES | \$ 350 | \$ - | \$ 350 | \$ - | \$ 350 | 0% |
| OPERATING SUPPLIES | \$ 1,577 | \$ - | \$ 1,577 | \$ - | \$ 1,577 | 0% |
| PROFESSIONAL SERVICES* | \$ 30,000 | \$ - | \$ 30,000 | \$ - | \$ 30,000 | 0% |
| MISC - LICENSES PERMITS & FEES | \$ 750 | \$ - | \$ 750 | \$ - | \$ 750 | 0% |
| FINANCE / RECORDS MGMT SVCS | \$ 2,080 | \$ (80) | \$ 2,000 | \$ - | \$ 2,000 | 0% |
| LMD OPERATING RESERVE | \$ - | \$ - | \$ - | \$ - | \$ - | 0% |
| TOTAL EXP | \$ 35,035 | \$ (80) | \$ 34,955 | \$ - | \$ 34,677 | 0% |
| BEGINNING FUND BALANCE | \$ 48,216 | \$ - | \$ 48,216 | \$ 48,216 | | |
| MISC CREDITS | \$ - | \$ - | \$ - | \$ - | | |
| ASSESSMENTS | \$ 20,033 | \$ - | \$ 20,033 | \$ 19,996 | | |
| TOTAL REV | \$ 68,249 | \$ - | \$ 68,249 | \$ 68,212 | | |
| FUND BALANCE | \$ 33,213 | | \$ 33,293 | \$ 68,212 | | |
| * Professional Services include contract services, community outreach, and water quality monitoring. | | | | | | |