



# BLACK LAKE SPECIAL DISTRICT

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**Black Lake Special District Work Session  
Monday, March 6, 2017 • 6:00 pm • 2637 12th Ct SW • Olympia**

## AGENDA

1. Call to Order
2. Roll Call
3. Approval of Agenda
4. Public Communication  
*(Estimated Time: 0-30 Minutes, Sign-up Sheets are provided)*  
*During this portion of the meeting, citizens may address the Board for up to 3 minutes regarding items related to Special District business. In the event testimony exceeds 30 minutes, the Commission will allow for additional testimony to be taken at the end of the meeting for those who signed up at the beginning of the meeting and did not get an opportunity to speak during the allotted 30-minutes.*
5. Approval of Consent Agenda  
*Attachment: February 6, 2017 Work Session Minutes*
6. Warrant Requests  
*Attachments: Herrera Invoice #39945  
Phillips Burgess Invoice #6237  
OrgSupport Invoice #1521*
7. Call with HAB Aquatic Solutions – 6:15 pm
8. New Business
  - a. Title Research
  - b. Deadhead Removal
  - c. Draft Resolution Regarding District Type
  - d. Redraft of Article 11 of Policy Manual
  - e. Draft Resolution Adopting Code of Ethics
  - f. Phase II Coring Proposal
  - g. SPSCC School Project
9. Old Business
  - a. Annual Meeting Planning (April 25, 2017)
  - b. Grant Writing
10. Reports and Referrals
11. Continued Public Communication  
*(If needed for those who signed up earlier and did not get an opportunity to speak during the allotted 30 minutes.)*
12. Adjournment of Public Meeting

### **Next Meetings:**

Regular Meeting, Monday, March 20, 2017, 6:00pm (OrgSupport Offices)  
Work Session, Monday, April 3, 2017, 6:00pm (OrgSupport Offices)



# BLACK LAKE SPECIAL DISTRICT

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Black Lake Special District Work Session  
Monday, February 6, 2017 • 6:00 pm • 2637 12th Ct SW • Olympia

## AGENDA

1. Call to Order – **Commissioner Stintzi called the meeting to order at 6:12 pm.**
2. Roll Call  

Present	Vern Bonfield
	Lake Stinzi
	Brian Wilmovsky
3. Approval of Agenda – **It was moved, second, passed unanimously to approve the agenda as presented, with the addition of “Policy Manual” under new business.**
4. Public Communication – None.
5. Approval of Consent Agenda – **It was moved, second, passed unanimously to approve the agenda as presented.**  

<i>Attachment:</i>	<i>January 23, 2017 Regular Meeting Minutes</i>
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6. Warrant Requests – **It was moved, second, passed unanimously to approve the Warrant Requests as presented.**  

<i>Attachments:</i>	<i>Herrera Invoice #39788</i>
	<i>Phillips Burgess Invoice #6096</i>
	<i>Commissioner Reimbursements</i>
	<i>OrgSupport Invoice #1496</i>
7. New Business
  - a. Annual Meeting Planning (April) – The commissioners discussed potential meeting dates for moving the annual meeting to spring. With concurrence of the Commissioners, Commissioner Bonfield recommended Tuesday, April 25, 2017 as a date for the annual meeting.
  - b. Commissioners discussed AquaTechnex recent efforts and activities on behalf of Black Lake Special District. Consensus of the Commissioners is that Commissioner Wilmovsky should continue to work with AquaTechnex to support the completion of their work.
  - c. Policy Manual – The commissioners discussed the existence of the policy manual and noted that nothing has been done with it to this point because it may not be wholly applicable to the District. The commissioners discussed the history of BLSD and its capacity to choose existing as a flood management district. *Commissioner Bonfield will reach out to Tim Ericson to discuss the pros and cons of moving forward with the question of the creation of a specific RCW that will reflect the true nature of the district. Commissioner Stinzi will discuss the policy manual with Phillips Burgess with time not to exceed 4 hrs (\$1,000).*
  - d. John Holz Call – The commissioners called expert John Holz to discuss his impression of the lake application. John Holz’ opinion was that the dose used to treat the lake was the lightest amount of alum they had seen applied. He discussed the visual impressions, with the alum treatment behaving differently than anticipated. He believes this may be due to the specific chemistry of the lake. He suggested some additional sediment cores, specifically from shallower areas. The tannins, or hemic acid, may contribute to the difficulty seen with the longevity of the treatment. He recommended, as well, having a detailed review of treatment and exploring the chemistry of the lake to recalculate an alum dose. The commissioners discussed the thinking surrounding the lighter dose and asked John Holz his opinion. It is



## BLACK LAKE SPECIAL DISTRICT

his opinion that the relationship with the flooded wetlands that surround the lake make Black Lake a very

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unique situation. The commissioners discussed with Mr. Holz potential grants and he expressed his willingness to work with the BLSD's grant writer in the future.

- e. *Commissioner Stintzi will connect with Gayle Palmer to discuss how they can move forward with grant writing before the next meeting. OrgSupport will furnish Commissioner Stintzi with Gayle's contact information.*

8. Adjournment of Public Meeting – **Commissioner Stintzi adjourned the meeting at 7:15 pm.**

### **Next Meetings:**

Work Session, Monday, March 6, 2017, 6:00pm (OrgSupport Offices)  
Regular Meeting, Monday, March 20, 2017, 6:00pm (OrgSupport Offices)



February 24, 2017  
 Invoice No: 39945

Lake Stintzi  
 Black Lake Special District  
 120 State Avenue NE, #303  
 Olympia, WA 98501

Project 15-06161-000 Black Lake Management and Oversight of an Alum Treatment  
 Attn: Lake Stintzi  
 info@blacklakespecialdistrict.org

**Professional Services from January 1, 2017 to January 27, 2017**

Task 6.0 Treatment Report

**Professional Personnel**

	Hours	Rate	Amount	
Scientist VI				
Zisette, Reginald	5.50	215.76	1,186.68	
Totals	5.50		1,186.68	
<b>Total Labor</b>				<b>1,186.68</b>
				<b>Task Total</b>
				<b>\$1,186.68</b>

Task 7.0 Project Management and Contract Administration

**Professional Personnel**

	Hours	Rate	Amount	
Scientist VI				
Zisette, Reginald	.50	215.76	107.88	
Accounting Administrator II				
Tonkikh, Natalya	.50	81.37	40.69	
Totals	1.00		148.57	
<b>Total Labor</b>				<b>148.57</b>
				<b>Task Total</b>
				<b>\$148.57</b>

**Total Due this Invoice \$1,335.25**

**Current                  Prior                  Total**



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Project	15-06161-000	Black Lake Mgmt/Oversight Alum Treatment	Invoice	39945
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<b>Billed to Date</b>	<b>1,335.25</b>	<b>69,493.30</b>	<b>70,828.55</b>
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**Outstanding Invoices**

<b>Number</b>	<b>Date</b>	<b>Balance</b>
39591	12/20/2016	244.40
39788	1/23/2017	347.14
<b>Total</b>		<b>591.54</b>

<b>Total Compensation</b>	<b>80,812.00</b>
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2200 Sixth Avenue | Suite 1100 | Seattle, Washington | 98121 | p 206 441 9080 | f 206 441 9108

**PORTLAND, OR | MISSOULA, MT | OLYMPIA, WA | WINTHROP, WA | GUANGZHOU, CHINA**

[www.herrerainc.com](http://www.herrerainc.com)

## Black Lake Project Progress Report for Herrera Environmental Consultants

### Herrera Environmental Consultants

### Progress Report: Management and Oversight of the Black Lake Alum Treatment

### Invoice Period: January 1 through January 27, 2016

Task	Project Budget	Previously Invoiced	Amount this Period	Billed to Date	Budget Remaining	Percent Spent	Percent Complete	Work Performed
1-Final Design	\$20,541	\$15,718.69	\$0.00	\$15,718.69	\$4,822.31	77%	100%	None - complete
2-Permitting	\$2,926	\$4,208.12	\$0.00	\$4,208.12	-\$1,282.12	144%	100%	None - complete
3-Specifications	\$5,984	\$9,475.72	\$0.00	\$9,475.72	-\$3,491.72	158%	100%	None - complete
4-Oversight	\$10,637	\$11,498.10	\$0.00	\$11,498.10	-\$861.10	108%	100%	None - complete
5-Monitoring	\$19,544	\$23,372.43	\$0.00	\$23,372.43	-\$3,828.43	120%	100%	None - complete
6-Report	\$15,450	\$704.29	\$1,186.68	\$1,890.97	\$13,559.03	12%	20%	Prepared treatment report
7-Management	\$5,730	\$4,515.95	\$148.57	\$4,664.52	\$1,065.48	81%	90%	Prepared invoice and progress report.
<b>Total</b>	<b>\$80,812</b>	<b>\$69,493.30</b>	<b>\$1,335.25</b>	<b>\$70,828.55</b>	<b>\$9,983.45</b>	<b>88%</b>	<b>88%</b>	

Planned future work: Complete draft and final report.



March 2, 2017

**TRANSMITTED VIA ELECTRONIC MAIL TO  
LAKE@BLACKLAKESPECIALDISTRICT.ORG  
AND TO INFO@BLACKLAKESPECIALDISTRICT.ORG**

Lake Stintzi  
Black Lake Special District  
120 State Avenue Northeast, #303  
Olympia, Washington 98501

Re: Invoice for Services Rendered  
*06.1933.01 – Black Lake Special District – Black Lake Ditch Claim*  
*06.1933.02 – Black Lake Special District – General Legal Services*

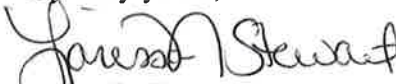
Dear Lake:

Enclosed please find the firm billing for services performed on behalf of Black Lake Special District through February 25, 2017 on the above-referenced matters.

In reviewing the District's account, I note a past due balance owing of \$1,215.50 on the Black Lake Ditch Claim matter. Please remit that balance at this time. In the event payment has already been remitted, please disregard this reminder.

We appreciate the opportunity to represent the District in these matters. Should you have any questions or concerns regarding the fees or costs incurred, please do not hesitate to contact me or our Client Services Director, Larissa Stewart.

Very truly yours,

  
For Heather L. Burgess

HLB/vlr  
Enclosures

# Phillips Burgess PLLC

724 Columbia St. NW, Suite 320

Olympia, WA 98501

360-742-3500

Tax ID No. 45-3569683

cc: Black Lake Special District

February 26, 2017

**Invoice # 6237**

bill: Black Lake Special District  
Attn: Lake Stintzi  
120 State Avenue Northeast  
#303  
Olympia, WA 98501

CLIENT: 1933 - Black Lake Special District

Re: 06.1933.01 Black Lake Special District - Black Lake Ditch Claim

<b>Date</b>	<b>Services</b>	<b>Hours</b>	<b>Amount</b>
01/30/17	TAZ Email client re scientific date linking lack of flow in ditch to water quality in lake (.1).	0.10	25.50

### Recapitulation

	<b>Rate</b>	<b>Hours</b>	<b>Amount</b>
TAZ Trevor Zandell	255.00	0.10	25.50
<b>For Current Services Rendered</b>		<b>0.10</b>	<b>\$25.50</b>

**Total Current Work** \$25.50

**Past Due Balance** \$1,215.50

**Balance Due** \$1,241.00



# Please return this page with remittance

to  
Phillips Burgess PLLC  
724 Columbia St. NW, Suite 320  
Olympia, WA 98501

Invoice # 6237  
Bill Date: February 26, 2017  
Client Code: 1933  
Client Name: Black Lake Special District  
Matter Code: 06.1933.01  
Matter Name: Black Lake Special District - Black Lake Ditch Claim

<b>Total Current Work</b>	<u>\$25.50</u>
<b>Past Due Balance</b>	<u>\$1,215.50</u>
<b>Balance Due</b>	<u><u>\$1,241.00</u></u>

Amount enclosed: \_\_\_\_\_

# Phillips Burgess PLLC

724 Columbia St. NW, Suite 320

Olympia, WA 98501

360-742-3500

Tax ID No. 45-3569683

cc: Black Lake Special District

February 26, 2017

**Invoice # 6238**

bill: Black Lake Special District  
Attn: Lake Stintzi  
120 State Avenue Northeast  
#303  
Olympia, WA 98501

CLIENT: 1933 - Black Lake Special District

Re: 06.1933.02 Black Lake Special District - General Legal Services

Date		Services	Hours	Amount
01/30/17	TAZ	Email client re review of draft policy manual (.1).	0.10	25.50
02/17/17	ARS	Coordinate with T. Zandell on policy manual review.	0.20	45.00
02/17/17	TAZ	Conference with L. Stintzi re draft policy manual (.7); coordinate with A. Resto-Spotts re revising and revising policy manual (.4).	1.10	280.50
02/21/17	ARS	Review bylaws, formation resolutions, and draft resolution defining scope of district.	0.40	90.00
02/21/17	TAZ	Review client's emails of February 18, 2017 re requested changes to policy manual (.2).	0.20	51.00
02/22/17	TAZ	Review client's email of February 22, 2016 re code of ethics and Article 11 (.1).	0.10	25.50
02/23/17	ARS	Continue reviewing draft resolutions and bylaws re formation of district and powers.	2.70	607.50
02/24/17	ARS	Revise and email research and review of bylaw revisions and resolutions.	0.40	90.00

## Recapitulation

		Rate	Hours	Amount
ARS	Armand Resto-Spotts	225.00	3.70	832.50
TAZ	Trevor Zandell	255.00	1.50	382.50
<b>For Current Services Rendered</b>			<b>5.20</b>	<b>\$1,215.00</b>

**Total Current Work**

**\$1,215.00**

Please return this page with remittance

to  
Phillips Burgess PLLC  
724 Columbia St. NW, Suite 320  
Olympia, WA 98501

Invoice # 6238  
Bill Date: February 26, 2017  
Client Code: 1933  
Client Name: Black Lake Special District  
Matter Code: 06.1933.02  
Matter Name: Black Lake Special District - General Legal Services

**Total Current Work**

**\$1,215.00**

Amount enclosed: \_\_\_\_\_



# OrgSupport

120 State Avenue NE, #303  
Olympia, WA 98501

# Invoice

Date	Invoice #
4/1/2017	1521

Bill To
Black Lake Special District 120 State Avenue NE, #303 Olympia, WA 98501

Description	Qty	Rate	Amount
Contract Services - March	1	2,500.00	2,500.00
Printing B&W	159	0.10	15.90
Stamps	3	0.47	1.41
Labels	2	0.02	0.04
Office Supplies - Tax Forms	6	1.00	6.00
Envelopes - Manilla	1	0.25	0.25
<b>Total</b>			<b>\$2,523.60</b>

**Resolution #17-\_\_**

**A RESOLUTION OF THE BLACK LAKE SPECIAL DISTRICT GOVERNING BOARD  
DESIGNATING SPECIAL DISTRICT TYPE**

**WHEREAS**, Resolution 14916 of the Board of County Commissioners, Thurston County, recognized the benefits of a special district for the purposes of aquatic plant control and water quality enhancements of Black Lake and called for qualified voters to confirm the formation of the district;

**WHEREAS**, the Black Lake Special District formation was confirmed by the voters, pursuant to RCW 85.38 on November 19, 2013;

**WHEREAS**, the Black Lake Special District Governing Board wishes to ensure the scope of district activities remain faithful to the Special District petition to the Board of County Commissioners on April 29, 2013.

**NOW THEREFORE IT IS HEREBY RESOLVED:**

Section 1. The Black Lake Special District scope of activities will be those of a flood control district (RCW 85.38.010(4)(f)) engaging in lake or river restoration, aquatic plant control and water quality enhancement activities, and in activities authorized under RCW 36.61.020 for lake or beach management districts. RCW 85.38.180(3), RCW 86.09.151(2).

**ADOPTED** by the BLSD Governing Board this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

ATTEST:

\_\_\_\_\_  
Craig Ottavelli

## **ARTICLE 11 – Purchase Policy**

### **BACKGROUND - TYPES OF PURCHASES**

BLSD purchases can be divided into three categories:

**Personal Services.** Personal Services are services provided by a consultant regarding a specific task, project, study or other type of work. These services do not include services covered under the Agricultural and Engineering Services paragraph below. Examples of personal services include: a rate setting study, economic development study, public outreach coordination and/or meeting facilitation, among other things. There are no statutory requirements that BLSD must follow when contracting for Personal Services.

**Purchased Services.** A Purchased Service is a service that is provided on a routine or regular basis, which helps with the day-to-day business operations or helps BLSD to follow its standardized procedures. Examples of this might include: herbicide application to the lake or other sorts of regular application of chemicals or fertilizers, delivery service, and/or repair services, supplies, equipment among other things. There are no statutory requirements BLSD must follow when contracting for Purchased Services.

**Architectural and Engineering Professional Services.** These services are rendered by the following people, whether a consultant or person, but not an employee of the BLSD: Architects, Engineers, Surveyors, Scientists. Examples of what these professionals provide to BLSD are: Aquatic plant control analysis and plans, pollution assessment and remediation plans, architectural blueprints, water system designs. BLSD is required to follow RCW 39.80 for procuring these services.

#### **Section 11.1. Purchasing Policy**

In purchasing supplies, equipment and services, it is the policy of BLSD to make every attempt to obtain (a) maximum quality at minimum cost in a timely manner and (b) ensure the public and environment are protected to the greatest extent possible. All purchasing decisions shall be documented in the BLSD Board Minutes.

BLSD Directors shall use the following guidelines when purchasing goods and services.

#### **Section 11.2. Purchasing Goods and Services Not Affecting the Public, Shoreline or Waters of Black Lake**

Goods and services valued at less than \$20,000 may be accomplished taking into account buyer experience and knowledge of the market to achieve maximum quality at minimum cost.

For purchases greater than \$20,000, an effort must be made to contact three sources for a written price quotation and to select the lowest price source.

### **Section 11.3. Purchasing Services Affecting the Public, Shoreline or Waters of Black Lake**

Vendors providing these services must meet the following conditions:

- a.) Must be licensed in Washington State for the requested service,
- b.) Must have performed the service in Washington State in the past 4 years,
- c.) Must have at least 5 years of experience in providing the service,
- d.) Must have experience working directly with the Washington State Department of Ecology (or Department of Fish and Wildlife), within the past 4 years when the service is under the regulation of that department,
- e.) Provide commercial general liability insurance for itself and any subcontractor performing the service. The minimum amount shall be \$1 million combined single limit per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, a \$2 million aggregate limit. The insurance policy should be endorsed to name the BLSD as an additional insured and include, when applicable, a provision which states the insurance covers the application of aquatic herbicides to an inland lake.
- f.) Provide automobile liability of \$1 million combined single limit per accident for bodily injury and property damage.
- g.) Provide workers' compensation meeting the statutory requirements of the state of residency.

Services valued at less than \$30,000 may be accomplished taking into account buyer experience and knowledge of the market to achieve a maximum quality at minimum cost.

Services valued greater than \$30,000, an effort must be made to secure written bids from 3 qualified vendors. The lowest cost bid should be selected provided public and environmental safety is not compromised.

For all services in this Section 11.3, the winning vendor qualifications must be validated, approved by the BLSD Board and retained in BLSD records.

### **Section 11.4. Procurement of Architectural And Engineering Services**

BLSD uses a qualifications-based selection for all architectural and engineering services required by BLSD as provided in RCW 39.80. With qualification-based selection, BLSD may not consider price in the selection process or as a selection criteria. BLSD must select whomever BLSD believes is the most qualified firm to provide architectural and engineering services. After selecting the firm, BLSD may negotiate project scope and fees; and, in a situation where BLSD and the chosen firm cannot reach agreement on the scope of the project and fees, BLSD may negotiate with the next highest

qualified firm who submitted a proposal. There is nothing in RCW 39.80 that prohibits BLS D from negotiating a reasonable and fair price for a project.

The process BLS D uses to solicit proposals from architectural and engineering firms is as follows:

**Section 11.4.1. Provide Notice.** BLS D will publish notice of BLS D's need for professional architectural and/or engineering services. The announcement will provide the general scope and nature of the project or work requested and the address of a representative of BLS D who is able to provide additional details regarding the project.

This notice requirement may be fulfilled by either (1) publishing an announcement for each project or (2) announcing generally to the public the projected requirements for any category or type of professional services. *RCW 39.80.030.*

**Section 11.7.2. Negotiating Price and Terms.** After BLS D receives proposals and/or annual statements, the BLS D Board shall look at all the proposals and determine the most qualified firm for the project. After selecting the most qualified firm, BLS D Directors may then negotiate for the services at the price that BLS D deems is fair and reasonable to BLS D. *RCW 39.80.050.* If the terms and price are unable to be negotiated and agreed upon, then BLS D must formally terminate negotiations with the firm, and BLS D may then select a second firm with whom to negotiate price and scope of project. *RCW 39.80.040; RCW 39.80.050.*

**Section 11.7.3. Emergency Situations.** In a situation where BLS D determines that an emergency requires immediate execution of the work involved, BLS D may choose to comply with the procedures in this section. *RCW 39.80.060.*

**Section 11.7.4. Reporting Requirements.** BLS D must report an architectural or engineering service contract entered into (and any modifications to the same) to the Washington State Office of Financial Management on a quarterly basis. *RCW 39.80.070.*

## **Section 11.8. Contracts with the United States or Washington State.**

The BLS D Board of Directors has the authority to enter into a contract or any sort of obligation with the United States, any agency of the United States or with the state of Washington. All such contracts shall comply with applicable laws and pursuant to RCW 86.09.163-86.09.172.

## **Section 11.10. Personal Interest of Board of Directors in Contracts Prohibited**

No Director or Officer of BLS D may be interested (directly or indirectly) in any contract awarded or to be awarded by the BLS D Board. If a Director violates this RCW, the ramifications are outlined in *RCW 86.09.286.*



**Resolution #17-\_\_**

**A RESOLUTION OF THE BLACK LAKE SPECIAL DISTRICT (BLS D) GOVERNING BOARD ADOPTING A CODE OF ETHICS**

**WHEREAS**, RCW 42.23 prohibits municipal officers from using their positions to secure special privileges or special exemptions for themselves or others, and from entering into certain contracts or having other personal financial interests with their jurisdictions;

**WHEREAS**, RCW 42.23.02(1) "Municipality" shall include all counties, cities, towns, districts, and other municipal corporations and quasi municipal corporations organized under the laws of the state of Washington.

**NOW THEREFORE IT IS HEREBY RESOLVED:**

**Section 1.** A Code of Ethics, attached hereto, is adopted by the BLS D Governing Board to assist in communicating the requirements of RCW 42.23.

**Section 2.** The Code of Ethics is to be followed by all current and future board members and employees.

**Section 3.** A copy of the Code of Ethics shall be provided to all board members and employees at the beginning of their service to the district.

**ADOPTED** by the BLS D Governing Board this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

ATTEST:

\_\_\_\_\_  
Craig Ottavelli

## **Black Lake Special District Code of Ethics**

### **Sections:**

#### **1.0 Copies.**

#### **2.0 Declaration of policy.**

#### **3.0 Use of public property.**

#### **4.0 Obligations to citizens.**

#### **5.0 Conflicts of Interest.**

#### **6.0 Confidentiality.**

#### **7.0 Penalties.**

#### **1.0 Copies.**

The district shall provide a copy of the code of ethics to all current and future board members and employees of the district.

#### **2.0 Declaration of policy.**

High moral and ethical standards among public officials and public employees are essential to gain and maintain the confidence of the public because such confidence is essential to the conduct of free government. They are agents of the people and hold their positions for the benefit of the people. The proper operation of democratic government requires of public officials and employees that they be independent and impartial when establishing policy and that their positions never be used for personal gain. A code of ethical conduct is necessary for the guidance of public officials where conflicts do occur as well as to prevent conflicts of interest.

#### **3.0 Use of public property.**

No official or employee shall request or permit the use of district owned vehicles, equipment, materials or property for personal convenience or profit, except when such services are available to the public

generally or are provided as district policy for the use of such official or employee in the conduct of official business.

#### **4.0 Obligations to citizens.**

No official or employee shall grant, nor shall any citizen attempt to obtain, any special consideration, treatment or advantage beyond that which is available to every other citizen.

#### **5.0 Conflict of Interest**

The purpose of the code of ethics is to assist district officials and employees to establish guidelines to govern their own conduct. The code is also intended to help develop traditions of responsible public service. No official or employee shall engage in any act that is in conflict with the performance of his official duties. An official or employee shall be deemed to have conflict of interest if he:

- (1) Receives or has any financial interest in any sale to or by the district of any service or property when such financial interest was received with the prior knowledge that the district intended to purchase such property or obtain such service;
- (2) Accepts or seeks for others any service, information or thing of value on more favorable terms than those granted to the public generally, from any person, firm or corporation having dealings with the district;
- (3) Accepts any gift or favor from any person, firm or corporation having any dealings with the district if he knows or has reason to know that it was intended to obtain special consideration;
- (4) Influences the selection of or the conduct of business with a corporation, person or firm having business with the district if he personally or through household relatives has financial interest in or with the corporation, person or firm;
- (5) Is an employee, officer, partner, director or consultant of any corporation, firm or person having business with the district, unless he has disclosed such relationship as provided by this policy;
- (6) Engages in or accepts private employment or renders services for private industry when such employment or service is incompatible with the proper discharge of his official duties or would impair his independence of judgment or action in the performance of his official duties;
- (7) Appears in behalf of a private interest before any regulatory governmental agency, or represents a private interest in any action or proceeding against the interest of the district in any litigation to which the district is a party, unless he has a personal interest and this personal interest has been disclosed to the regulatory governmental agency. A district commissioner may appear before regulatory governmental agencies on behalf of constituents in the course of his duties as a representative of the electorate or in the performance of public or civic obligations; however, no official or employee shall

accept a retainer or compensation that is contingent upon a specific action by a district agency;

(8)Directly or indirectly possess a substantial or controlling interest in any business entity which conducts business or contracts with the district, or in the sale of real estate, materials, supplies or services to the district, without disclosing such interest as provided by this policy. An interest is not a substantial interest if such interest does not exceed one-tenth of one percent of the outstanding securities of the business concern; or, if the interest is an unincorporated business concern, one percent of the net worth of such concern; or the financial interest of a corporation, person or firm does not exceed five percent of the net worth of the employee and his household relatives;

(9)As a district commissioner has a financial or other private interest in any legislation or other matters coming before the council and fails to disclose such an interest on the records of the district council. This provision shall not apply if the district commissioner disqualifies himself from voting by stating the nature and extent of such interest. Any other official or employee who has a financial or other private interest, and who participates in discussion with or gives an official opinion to the district council and fails to disclose on the records of the district council the nature and extent of such interest is in violation of this policy;

(10)Violates any ordinance or resolution of the district;

(11)Violates the confidentiality of his position;

(12)Makes any false statement or representation of any public record or document in a willful disregard of the truth of such statement or representation

## **6.0 Confidentiality.**

The district imposes the duty of every district employee, district advisor, and district board member to maintain his or her confidence on any district business or information pertaining to the district of which he has knowledge regardless whether that knowledge is gained in his or her normal work; provided, however, this confidence shall not apply to matters of public record as defined by Washington's Public Records Act and subsequent amendments thereto, nor to matters which are necessary to relate or converse about in the performance of the official duties of that district employee, advisor and/or board member. One does not maintain his confidence as used herein by speaking, writing or uttering in any manner to persons who are not at the time of such speaking, writing or uttering in the employ of, advisor to, or board member of the district.

## **7.0 Penalties.**

An employee of the district found guilty of a negligent violation of this policy is subject to civil penalties up to and including termination from employment and/or loss of pay not to exceed one month's salary.

An elected official found guilty of a negligent violation of this policy is subject to a civil penalty or loss

of pay not to exceed two day's compensation. In addition to the sactions for aiding, abetting, seeking or requesting a violation of this policy, any person or organization which willfully attempts to secure preferential treatment in its' dealings with the district by offering any valuable gifts, whether in the form of services, loan, thing or promise, or any other form to any district official or employee, shall have its' current contracts with the district canceled and shall not be able to bid on any other district contracts for a period of two years.



February 28, 2017

To: Black Lake Special District (BLSD)

From: John Holz, HAB Aquatic Solutions  
5100 Van Dorn St. # 6096  
Lincoln, NE 68506  
[jholz@habaquatics.com](mailto:jholz@habaquatics.com)  
402-430-0352  
[www.habaquatics.com](http://www.habaquatics.com)

RE: Cost Proposal for Black Lake Alum Treatment Project: Phase II

**Project Understanding: Phase I**

HAB Aquatic Solutions (HAB) understands that for Phase I of the Black Lake Alum Treatment Project, two deep water sediment cores were collected, sectioned and analyzed for labile phosphorus (P), iron bound P, aluminum bound P, calcium bound P and organic bound P. Biogenic P was not measured, but rather estimated as a fraction of the organic P. Herrera Environmental Consultants conducted this study and used the results to calculate an alum dose for Black Lake. The dose was based on the sum of mobile P (labile + iron bound P), estimated biogenic P and water column P. In April 2016, HAB applied the recommended dose to the lake in accordance with the Phase I project specifications.

HAB understands that water quality improvements were noted in the summer of 2016 following the alum application. However, the improvements were below expectations and the duration of the benefits were questioned. HAB considers the Phase I dose to be very light (relative to other HAB projects) and the observed water quality improvements are encouraging and suggest that additional alum could further enhance the duration of benefits.

**Next Steps: Phase II**

HAB proposes to build upon the previous work by collecting additional sediment cores and adding biogenic P to the list of measured parameters (rather than estimating it). The additional cores and tests will help better characterize the potential internal loading of P across the entire lake and refine the total required alum dose. HAB further proposes to conduct a "jar test" to determine if there are any chemical interferences to alum floc formation and P binding in the water column of Black Lake.

HAB's specific next steps and costs are outlined below:

1. Collect seven additional lake sediment cores in both deep and shallow water portions of the lake. The goal will be to collect a 30 cm core at each location. If the lakebed is too firm for that deep of a core, a shorter core (~10 cm) will be used. Thirty centimeter cores will be sectioned into nine individual samples. Ten centimeter cores would yield five samples. Each individual sample would be sent to a lab and analyzed for labile P, iron bound P, aluminum bound P, calcium bound P, organic P, biogenic P, total P, total organic carbon, calcium, iron, aluminum, % water and % solids.

Cost: \$17,216 to \$25,000 (actual cost dependent on the length of the cores and resulting lab fees)

2. Conduct a jar test to determine if any interferences to alum floc formation and P binding exist in the water column. A jar test is conducted by titrating a range of alum volumes into bottles filled with water from Black Lake. For each dose, the P removal will be measured and used to determine the optimal water column alum dose. These tests would be conducted during the sediment core collection trip.

3.

Cost: \$1,000

4. Review past dosing studies and approaches.

Cost: \$0 (no cost to BLSD)

5. Calculate revised alum dose based on new coring data/jar test results and have the dose confirmed by a third-party expert. Determine an optimal application strategy and provide BLSD an application cost estimate.

Cost: \$3,800

6. Total Proposed Cost for Phase II: \$22,016 - \$29,800 (dependent on core depth and lab fees)

Gayle Palmer Consulting  
**CONTRACT FOR GRANTWRITING SERVICES**

I. This Contract Agreement is made this 15 day of February 2017 between:

Organization Name ("Client"): **Black Lake Special District**

Contact Name: Commissioners: Lake Stintzi, Vernon Bonfield, Brian Wilmovsky

Having its principal place of business at:

Address: 120 State Avenue NE, #303

City, State, Zip: Olympia, WA 98501

Phone: 360-867-8814

Email Commissioners: Lake Stintzi, lake@blacklakespecialdistrict.org;  
Vernon Bonfield, vernon@blacklakespecialdistrict.org; Brian Wilmovsky,  
brian@blacklakespecialdistrict.org

And **GAYLE PALMER CONSULTING**. ("Contractor") having its principal place of business at: 16560 SE MARKET STREET, PORTLAND OR 97233

Phone: 360.402.3902; Email: palmertum@gmail.com

- II. *Scope of Services*: Gayle Palmer Consulting agrees to provide grant writing and consulting services to assist Client with planning and completing all requirements for submission of a Department of Ecology (DOE), Freshwater Algae Program Grant prior to the deadline stated by the funding organization.
- III. *Proposed Deliverables will include*:
- Providing advice, counsel and actions to develop of a set of case statements, arguments for project sustainability, budget, funding plans and any other information necessary to fulfill the requirements of submission for the Freshwater Algae Program Grant request.
- a. Complete tasks associated with preparation of all required documents necessary for final upload and submission of the grant packet, which may include documents in the format required by DOE:
    - Project Expense Budget
    - Project Funding Plan
    - Full Project Description
    - Future of Project Sustainability
    - Project Outcome Evaluation
  - b. Facilitate the compilation and submission of all required attachments, which may include:
    - IRS document showing your 501(c)(3) tax exemption ruling
    - List of names, addresses, and professional affiliations of Commissioners.
    - Completed copy of the most recent financial statement audit.
    - Current and most recently completed fiscal year organizational budget with comparison (planned versus actual).
  - c. Assemble Optional attachments selected for submission.
  - d. Complete submission of full grant proposal using the EAGL online system.
  - e. Attend meetings in person and/or by telephone necessary to accomplish the required work.
- IV. *Client agrees to provide a single point of contact*: To facilitate communication between the parties and respond to requests for information and documents needed to complete the work, the Client will provide a single point of contact for the Contractor to work with.



- V. *Compensation:* The Client agrees to compensate Contractor at the rate of \$65 per hour. Fees are based on a scope of work requiring between 40 and 50 hours of work priced at \$65 per hour, with no expenses anticipated. A deposit of \$550 will be required when the contract is signed.
- VI. *Optional services:* Upon request the Contractor will provide additional research, discovery and opportunity analysis services to compile an assessment of three potential private foundation funders well-matched to the Client's annual priorities and goals. Optional service hours are priced at \$25 per hour with a maximum 25 hours anticipated.
- VII. *Payment of invoices:* Contractor will keep careful track of hours spent on Client business and submit an itemized invoice monthly. Billable hours will include all activities mentioned in Section III, as well as telephone consultations and information exchanges via phone and email, communication with prospective funding agencies to clarify guidelines/instructions or to request information. Invoiced amount shall be paid to Contractor within 30 days of receipt of invoice. A late fee of 1.5% per day will be assessed for any payment not received within 35 days of the submission of an invoice. Contractor shall be responsible for providing all simple office supplies and equipment for the purposes of fulfilling the terms of this agreement.
- VIII. *Independent Contractor:* Contractor acknowledges that the services rendered under this Agreement shall be solely as an independent contractor. It is expressly understood that this undertaking is not a joint venture. Contractor is responsible for the payment of all federal, state and local income taxes.
- IX. *Confidentiality:* Both parties agree to adhere to strict confidentiality practices and to provide each other with their best efforts in the fulfillment of this contract.
- X. *Guarantees:* Contractor shall use all resources at Contractor's disposal to perform duties as assigned and agreed to by both parties and shall submit same in good faith. However, no guarantee of receipt of funding by the Client is implied or promised by Contractor. Payment is due even if Client does not submit proposal or receive a grant. In addition, Contractor and Client recognize that performance of tasks in Section II necessitates communication and information exchange between the parties and with funders, and that delay in completing the tasks may occur if there are delays with information exchange. Client also recognizes that if grants are received, Client is responsible for any acknowledgments and reports to funders.

This agreement shall constitute the entire agreement between the parties and shall remain in effect for twelve months, with extension or amendment by written agreement between both parties. This agreement may be terminated or renegotiated by either party with 14 (fourteen) days' written notice (by email or postal mail) to the other party.

**CONSULTANT'S BUSINESS NAME**  
**Gayle Palmer Consulting**

**CLIENT'S BUSINESS NAME**  
**Black Lake Special District**

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Authorized Signature:

EIN: 362-50-2621  
Date: 02-15-2017

Title:  
Date: