



BLACK LAKE SPECIAL DISTRICT

Black Lake Special District Work Session
Monday, May 2, 2016 • 5:30 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. Informational Materials (No Action Required)
Attachment: April 18, 2016 Regular Meeting Minutes
6. Warrant Requests
*Attachments: OrgSupport Invoice #1261
HAB Contract Payment*
7. New Business
 - a. Resolution #16-05
 - b. Resolution #16-06
 - c. Resolution #16-07
 - d. Policy Manual
 - e. Logs at Boat Ramp
 - f. Belmont Road Bridge
8. Old Business
 - a. Weed Treatment
9. Reports and Referrals
10. Continued Public Communication
(If needed for those who signed up earlier and did not get an opportunity to speak during the allotted 30 minutes.)
11. Adjournment of Public Meeting

Next Meetings:

Regular Meeting, Monday, May 16, 2016, 5:30pm (OrgSupport Offices)

Work Session, Monday, June 6, 2016, 5:30pm (OrgSupport Offices)



BLACK LAKE SPECIAL DISTRICT

BLACK LAKE SPECIAL DISTRICT MEETING
Monday, April 18, 2016 • 5:30 pm • 2637 12th Ct SW, Olympia

ACTION ITEMS:

- Commissioner Wilmovsky will confirm the data produced by the AquaTechnex survey is presented in a manner that is acceptable by the Department of Ecology.
- Commissioner Stintzi will send copies of Resolution #16-04 and the associated budget and projections to the County Legislative Authority and County Treasurer.

MINUTES

1. Roll Call – **Commissioner Stintzi called the meeting to order at 5:45 pm.**

Present: Lake Stintzi
Vernon Bonfield
Brian Wilmovsky

2. Approval of Agenda – **Commissioner Stintzi moved approval of the agenda as presented, second by Commissioner Wilmovsky; passed unanimously.**

3. Public Communication –

- a. Jeff Fancher requested that commissioners inquire how impacts might have differed with the application of more alum.

4. Approval of Consent Agenda

*Attachments: March 21, 2016 Regular Meeting Minutes
April 4, 2016 Work Session Meeting Minutes
Resolution #16-02*

Commissioner Stintzi moved approval of the Consent Agenda as presented, second by Commissioner Bonfield; passed unanimously.

5. Warrant Requests

*Attachments: Commissioner Stintzi Reimbursement
Commissioner Wilmovsky Reimbursement
Herrera Invoice #38347
OrgSupport Invoice #1259*

Commissioner Stintzi moved approval the Warrant Requests as presented, second by Commissioner Bonfield; passed unanimously.

6. New Business

- a. Herbicide Weed Treatment – Commissioners reviewed a weed survey proposal from AquaTechnex. Commissioner Wilmovsky will confirm the data produced by the AquaTechnex survey is presented in a manner that is acceptable by the Department of Ecology. The possibility of a year round weed management contract was discussed.



OrgSupport

120 State Avenue NE, #303
Olympia, WA 98501

Invoice

Date	Invoice #
6/1/2016	1261

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

Description	Qty	Rate	Amount
Contract Services - May	1	2,500.00	2,500.00
Printing B&W	232	0.10	23.20
Printing Color	2	0.25	0.50
Stamps	4	0.49	1.96
Envelopes	3	0.15	0.45
Total			\$2,526.11

V PROPOSAL/CONSTRUCTION CONTRACT AND BID FORM

Contract No. 2016-01
Project: Black Lake Alum Treatment Project
Funding Agency: Black Lake Special District
Date: 3/30/2016

CONSTRUCTION CONTRACT

THIS CONTRACT, made and entered into this 30 day of March, 2016, shall be the agreed basis of performing the following work by and between the Black Lake Special District, hereinafter referred to as the Owner, and

HAB Aquatic Solutions

Telephone _____ Fax _____

hereinafter referred to as the Contractor.

WITNESSETH: Whereas the parties hereto have mutually covenanted and by these presents do covenant and agree with each other as follows:

FIRST: The said Contractor agrees to furnish all material, labor, tools, equipment, apparatus, facilities, etc., necessary to perform and complete in a workmanship like manner the work called for in the contract documents entitled:

Project No. 2016-01
Project Name: Black Lake Alum Treatment Project

Prepared by the Black Lake Special District according to the terms of the contract documents which shall include, but shall not be limited to, the accepted Proposal, General and Supplemental Conditions, Addenda, Specifications, Drawings, Bonds, Advertisement for Bids and this Contract.

SECOND: Time of Completion: The work to be performed under this contract shall commence as soon as the Contractor has been officially notified to proceed and shall be completed as stipulated in 1-08.5 Times for Completion. Time is of the essence of the Contract and Liquidated Damages based on direct and consequential damages for delay will be assessed against the Contractor for failure to complete the work within the dates specified in 1-08.5 Times for Completion.

Failure by the Contractor to meet the dates will subject the Contractor to liability for all damages suffered by the Black Lake Special District. By entering into this Contract, the Contractor acknowledges the need to meet the dates specified in 1-08.5 Times for Completion.

IN WITNESS WHEREOF: The said Black Lake Special District has caused this Contract to be subscribed in its behalf and the said Contractor has signed this Contract the day and year first above written.

Contractor: HAB AQUATIC SOLUTIONS

By TADD BARROW

Title OWNER/MANAGER

Date 3/18/16

Owner: Black Lake Special District

By Jake Stintzi

Title Board Chair

Date 3/30/2016

Washington State Contractor's License No. 620,388-00

Federal Tax Id. No. 27-4239756

UBI. NO. 603-380-796

End of Proposal/Construction Contract and Bid Form

VII AGREEMENT

State of Washington)
County of Thurston)

THIS AGREEMENT AND CONTRACT, made and entered into this

30 day of March, 2016, by and between the Black Lake Special District herein designated "Owner,"

and HAB Aquatic Solutions, herein designated as the "Contractor,"

WITNESSETH:

That WHEREAS the Owner heretofore caused to be prepared certain conditions for the construction of

THE BLACK LAKE ALUM TREATMENT PROJECT

Contract No. 2016-01

and the Contractor did on 30 day of March, 2016, file with the Owner a proposal to construct said improvements and agreed to accept as payment therefor the sum fully stated and set forth in the Proposal, and

WHEREAS, the said Contract Documents fully and accurately described in terms and conditions upon which the Contractor proposes to furnish said equipment, labor, materials, and appurtenances and perform said work, together with the manner and time of furnishing same;

IT IS THEREFORE AGREED, first, that a copy of said Proposal and other Contract Documents filed with the Owner, as aforesaid, does, in all particulars, become a part of the Agreement and Contract by and between the parties hereto in all matters and things therein set forth and described; and further, that the Owner and the Contractor hereby accept and agree to the terms and conditions of said Contract Documents as filed as completely as if said terms, specifications, conditions, and plans were herein set out in full.

SPECIAL PROVISION SPECIFICATIONS
BLACK LAKE ALUM TREATMENT PROJECT
Contract No. 2016-01

VII AGREEMENT – continued

IN FAITH WHEREOF, witness the hand and seals of both parties hereto on the day and year in this Agreement first above written.

THE BLACK LAKE SPECIAL DISTRICT

By: Jake Hintzj, Board Chair

CONTRACTOR

By: Tadd M Barrow TADD M. BARROW
(Signature) (Print Name)

Title: OWNER

Address: 5100 VANDORN ST. #6096

LINCOLN, NE 68506

Phone Number: (402) 430 - 6813

End of Agreement

RESOLUTION #16-05

A RESOLUTION OF THE BLACK LAKE SPECIAL DISTRICT GOVERNING BOARD CONCERNING THE PUBLIC RECORDS ACT

WHEREAS, RCW 42.56, the Public Records Act, provides the public with full access to information concerning the conduct of the Black Lake Special District while being mindful of privacy rights of individuals and the desirability of the efficient operation of the district; and

WHEREAS, RCW 42.56.040 requires local agencies to publish procedures; and

WHEREAS, RCW 42.56.070, (2) and (3) requires agencies to maintain an index of specific records and make such index available to the public; and

WHEREAS, RCW 42.56.070, (8), provides an agency need not calculate the actual per page cost for photocopying but may not charge in excess of fifteen cents per page for photocopies and the actual postage or delivery charge and the cost of any container or envelope used to mail the public records; and

WHEREAS, RCW 42.56.580 requires local agencies to appoint a public records officer to whom the public may address requests and who will oversee compliance with RCW 42.56.

NOW THEREFORE, THE BLACK LAKE SPECIAL DISTRICT DOES HEREBY RESOLVE:

Section 1. Requests for public records shall be made in writing and include the following information:

- a) Name and address of requester; and
- b) Date of request; and
- c) Other contact information, including telephone number and email address; and
- d) A detailed description of the public record being requested; and
- e) Whether the requester wants copies, or wants to inspect the requested public records.

Requests may be mailed to the Black Lake Special District or emailed to info@blacklakespecialdistrict.org.

Section 2. To the greatest extent practicable, public records will be indexed and maintained at www.Blacklakespecialdistrict.org.

Section 3. The Black Lake Special District will charge the following for public records:

- a) Fifteen cents (\$0.15) per page for standard (8.5 x 11”), black and white copies; and
- b) Ten cents (\$0.10) per page for scanned documents; and
- c) Actual postage and shipping costs, including the cost of required containers; and
- d) Actual staff time for custom electronic records; and
- e) No fee for inspecting public records; and
- f) No fee for locating public records and making them available for copying.

Section 4. The chair of the district governing board shall act as the public records officer and ensure compliance with RCW 42.56.

ADOPTED by the Black Lake Special District Governance Board this ___ day of May, 2016.

Member

Member

Member

ATTEST:

Craig Ottavelli

RESOLUTION #16-06

A RESOLUTION OF THE BLACK LAKE SPECIAL DISTRICT GOVERNING BOARD CONCERNING PUBLIC RECORDS RETENTION AND DESTRUCTION

WHEREAS, RCW 42.14 defines public records and provides for a minimum retention of six years for most records; and

WHEREAS, RCW 42.14 requires every agency which may be abolished to transfer valuable historical documents to the state archives.

NOW THEREFORE, THE BLACK LAKE SPECIAL DISTRICT DOES HEREBY RESOLVE:

Section 1. Public records shall include:

- a) Board minutes and resolutions; and
- b) Vouchers, receipts, bonds; and
- c) Claims filed; and
- d) Contracts; and
- e) Correspondence with vendors, constituents and other agencies; and
- f) Data files and spreadsheets supporting special assessments.

Section 2. Board minutes, resolutions and technical studies shall be retained permanently.

Section 3. All other records shall be retained for a minimum of six years.

Section 4. No records will be destroyed if there is an open public records request or there is impending action by a court or outside agency.

Section 5. In the event the special district is abolished, all records will be transferred to the state archives before the termination date.

ADOPTED by the Black Lake Special District Governance Board this ____ day of May, 2016.

Member

Member

Member

ATTEST:

Craig Ottavelli

Resolution #16-02

A RESOLUTION OF THE BLACK LAKE SPECIAL DISTRICT GOVERNING BOARD PROVIDING FOR DEFENSE OF DIRECTORS, OFFICERS, VOLUNTEERS, AND EMPLOYEES PURSUANT TO RCW 4.96.041.

WHEREAS, *RCW 4.96.041* provides that whenever an action or proceeding for damages is brought against any past or present officer, employee, or volunteer, such officer may request the defense of the action or proceeding at the expense of the local governmental entity; and

WHEREAS, *RCW 88.38.075* provides that if the local governmental entity finds that the acts or omissions of the officer, employee, or volunteer were, or in good faith purported to be, within the scope of his or her official duties, the request shall be granted and the necessary expenses of defending the action or proceeding shall be paid by the local governmental entity; and, any monetary judgment against the officer shall be paid on approval of the legislative authority of the local governmental; and

WHEREAS, *RCW 88.38.075* provides that the necessary expenses of defending an elective officer of the local governmental entity in a judicial hearing to determine the sufficiency of a recall charge as provided in *RCW 29.82.023* shall be paid by the local governmental entity if the officer requests such defense and approval is granted by both the legislative authority of the local governmental entity and the attorney representing the local governmental entity; and the expenses paid by the local governmental entity may include costs associated with an appeal of the decision rendered by the superior court concerning the sufficiency of the recall charge; and

WHEREAS, *RCW 88.38.075* provides that when an officer, employee, or volunteer of the local governmental entity has been represented at the expense of the local governmental entity and the court hearing the action has found that the officer, employee, or volunteer was acting within the scope of his or her official duties, and a judgment has been entered against the officer, employee, or volunteer under chapter 4.96 RCW or 42 U.S.C. Sec. 1981 et seq., thereafter the judgment creditor shall seek satisfaction for nonpunitive damages only from the local governmental entity, and judgment for nonpunitive damages shall not become a lien upon any property of such officer, employee, or volunteer; and, the district may agree to pay an award for punitive damages.

NOW THEREFORE IT IS HEREBY RESOLVED THE BLACK LAKE SPECIAL DISTRICT SHALL USE THE FOLLOWING PROCEDURE TO REVIEW REQUESTS FOR PAYMENT OF DAMAGES AND EXPENSES OF DEFENSE:

Section 1. Requests for defense of an action or proceeding for damages brought against any past or present officer, employee, or volunteer of the Black Lake Special District, arising from acts or omissions while performing or in good faith purporting to perform his or her official duties, shall be submitted in writing and include:

- a) Name and address of requester; and
- b) Date of request; and
- c) Other contact information, including telephone number and email address; and
- d) A detailed description of the event; and
- e) Copies of all records related to the event; and
- f) A detailed description of the remedy the requestor is seeking.

Section 2. The Black Lake Special District will review all materials related to the request and issue a decision as to whether or not the district will authorize the defense of the action or proceeding at the expense of the district.

ADOPTED by the Black Lake Special District Governance Board this _ day of May, 2016.

Commissioner

Commissioner

Commissioner

ATTEST:

Craig Ottavelli