



BLACK LAKE SPECIAL DISTRICT

Black Lake Special District Special Meeting
Tuesday Devenber 8th • 6:15 pm
Teleconference 1 (669) 333-8889
Conference ID: 94503238
Leader code: 360753

1. Call to Order
2. Roll Call
3. Approval of Agenda
4. Public Communication
5. Approval of Consent Agenda
 - a. *Approval of 12/08/2020 Payment Voucher Transmittal*
6. Phillips Burgess Agreement for Services
7. Alum Treatment Planning
 - a. Quality Assurance Contractor / Applicator
8. Adjournment of Public Meeting

Next Meeting: December 21th, 2020

**Payment Voucher Transmittal
Drainage Dist #12 Black Lake**

1. OrgSupport 120 State Ave NE #3030 Olympia, WA 98501	3751	Contract Services	\$3,268.36
2. OrgSupport 120 State Ave NE #303 Olympia, WA 98501	3860	Contract Services	\$6,001.20
3. OrgSupport 120 State Ave NE #303 Olympia, WA 98501	3893	Contract Services	\$2,502.95
4. Lake Stintzi 7514 Cattail Lane SW Olympia, WA 98512		Reimbursement & Expenditure Request	\$1,792.00
5. Vernon Bonfield PO Box 7905 Olympia, WA 98507		Reimbursement & Expenditure Request	\$1,536.00
6. Brian Wilmovsky 2627 Capital Mall Drive SW B-3A Olympia, WA 98502		Reimbursement & Expenditure Request	\$1,408.00
Total for document:			\$16,508.51

I, the undersigned do hereby certify under penalty of perjury, that the materials have been furnished, the services rendered or the labor performed as described herein and that the claim is a just, due and unpaid obligation against Drainage Dist #12 Black Lake, and that I am authorized to authenticate and certify to said claim.

Examined and Allowed

Secretary

Commissioner

Date

Commissioner

Commissioner

Date



BLACK LAKE SPECIAL DISTRICT

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Reimbursement & Expenditure Request

Itemize Expenditures Below

Description (Meeting Attended, Mileage, Food, Lodging, etc.)	Miles Traveled*	Date	Amount
Regular Meeting		1/6/2020	\$128
Regular Meeting		2/3/2020	\$128
Work Session		2/18/2020	\$128
Regular Meeting		3/9/2020	\$128
Meeting & Work Session		4/20/2020	\$128
Regular Meeting		6/1/2020	\$128
Meeting & Work Session		6/15/2020	\$128
Regular Meeting		7/6/2020	\$128
Special Meeting		7/15/2020	\$128
Regular Meeting		8/3/2020	\$128
Regular Meeting		9/14/2020	\$128
Regular Meeting		10/14/2020	\$128
Regular Meeting		11/10/2020	\$128
Special Meeting		11/24/2020	\$128

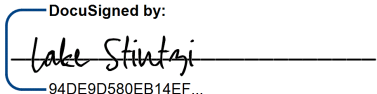
*Administrative office will calculate amount for mileage reimbursement.

Total \$1792

Receipts are required for reimbursement. Please attach to form.

Make check payable to: Lake Stintzi

Mailing address: 7514 Cattail Ln SW, Olympia, WA 98512

Signature:  Date Signed 12/7/2020



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Reimbursement & Expenditure Request

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Regular Meeting		3/9/2020	\$128
Meeting & Work Session		4/20/2020	\$128
Regular Meeting		6/1/2020	\$128
Meeting & Work Session		6/15/2020	\$128
Regular Meeting		7/6/2020	\$128
Special Meeting		7/15/2020	\$128
Regular Meeting		8/3/2020	\$128
Regular Meeting		9/14/2020	\$128
Regular Meeting		10/14/2020	\$128
Regular Meeting		11/10/2020	\$128

Total \$1536

Receipts are required for reimbursement. Please attach to form.

Make check payable to: Vernon Bonfield

Mailing address: PO Box 7905, Olympia, WA 98507

Signature: _____ Date Signed _____



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Reimbursement & Expenditure Request

Itemize Expenditures Below

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Meeting & Work Session		6/15/2020	\$128
Regular Meeting		7/6/2020	\$128
Regular Meeting		9/14/2020	\$128
Regular Meeting		10/14/2020	\$128
Regular Meeting		11/10/2020	\$128
Special Meeting		11/24/2020	\$128
*Administrative office will calculate amount for mileage reimbursement.			

Total \$1408

Receipts are required for reimbursement. Please attach to form.

Make check payable to: Brian Wilmovsky

Mailing address: 2627 Capital Mall Dr SW, B-3A, Olympia, WA 98502

Signature: _____ Date Signed _____



OrgSupport

120 State Avenue NE, #303
Olympia, WA 98501

Invoice

Date	Invoice #
8/1/2020	3751

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

Description	Qty	Rate	Amount
Contract Services	1	2,500.00	2,500.00
The Mailbox postage services - hearing announcement (envelope, insert, address, copies, bulk postage)	1	454.16	454.16
Weed treatment postcard (VistaPrint)	1	314.20	314.20
Total			\$3,268.36



OrgSupport

120 State Avenue NE, #303
Olympia, WA 98501

Invoice

Date	Invoice #
11/1/2020	3860

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

Description	Qty	Rate	Amount
Contract Services	1	2,500.00	2,500.00
Printing B&W	2	0.10	0.20
Printing Color	2	0.25	0.50
Thurston County Staffing Deposit	1	3,500.00	3,500.00
Postage	1	0.50	0.50
Total			\$6,001.20



OrgSupport

120 State Avenue NE, #303
Olympia, WA 98501

Invoice

Date	Invoice #
12/1/2020	3893

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

Description	Qty	Rate	Amount
Contract Services	1	2,500.00	2,500.00
Printing B&W	20	0.10	2.00
Postage	1	0.95	0.95
Total			\$2,502.95



REAL ESTATE | LAND USE | ENVIRONMENTAL LAW

PHILLIPS BURGESS PLLC
ENGAGEMENT AND FEE AGREEMENT
BLACK LAKE SPECIAL DISTRICT

Thank you for choosing Phillips Burgess, PLLC to represent you. We believe that the attorney-client relationship is unique, and that it is very important that the basis of this relationship be discussed and agreed to from its inception, especially those issues relating to professional service fees. Therefore, the following information is being provided so that you know what you can expect from the Firm. Please read the following very carefully.

SCOPE OF REPRESENTATION

This will confirm that you have consulted with and asked the Firm to represent you with regard to the following described matter:

To provide advice and representation regarding Petition for Declaratory Order and challenge to District's coverage under Aquatic and Algae Management General Permit for proposed alum treatment.

The Firm is committed to representing your interests, however, the outcome cannot be guaranteed. Our opinions and counsel are based upon your disclosures, our knowledge of the facts and on our understanding of the state of the law at the time they are applied.

DETERMINATION OF FEES

The following discussion sets forth the Firm's general policies on fees, billings and payments. You are urged to raise any questions or concerns regarding these policies as soon as they occur.

Attorney Fees. The Firm expends time and materials on your behalf. The time spent by an attorney provides the primary basis for the attorney's fees. At the end of each month, you will receive an invoice statement setting forth those services rendered.

You will be charged for all time spent in representing you in these matters in tenth-of-an-hour increments (six-minute increments), with a minimum charge of one-tenth of one hour (0.10). This will include drafting and revising appropriate documents and correspondence, researching relevant legal issues, and making appearances as necessary to adequately protect your interests. Since telephone calls and reviewing and responding to electronic mail necessarily detract from work in progress, our established hourly fees will be charged for all telephone conferences and electronic mail. **Heather L. Burgess will be primarily responsible for your representation and her current hourly rate is \$400.00 per hour.** Other attorneys within the Firm may also work on your case and they will charge their established hourly

fee, which will range from \$250.00 to \$400.00 per hour. Legal assistants, paralegals or law clerks may be utilized to assist on your case, and they are billed between \$100.00 to \$150.00 per hour. Rates for legal services will be based on our standard rates for services of the type we will be performing for you. These rates are reviewed periodically and may be adjusted to reflect current levels of legal experience, changes in overhead costs, and other factors. You will be advised of any changes in our attorney billing rates.

Advance Fee Deposits and Estimates. Charges for certain types of work, particularly litigation, involve fees and expenses that are difficult to estimate with precision. In such instances, we endeavor to disclose to you the major factors that would influence the costs and expenses, including potential but unpredictable circumstances that may arise. Litigation may involve many inexact and unpredictable factors and we cannot make any guarantees of success.

A client may occasionally request an estimate of anticipated fees for a matter. Unless specifically agreed to, the estimates given are not a guarantee of the maximum fee, and events often occur which can alter our predictions. Actual fees may, and frequently do, exceed any estimates given. At our client's request we are sometimes asked to render opinions as to the probability of success or failure of a particular matter. Such opinions are not guarantees of the result to be obtained but simply reflect our best professional judgment.

As a general Firm policy, an advance fee deposit is required for all matters. This deposit is held in our Firm's trust account as security and is not applied in payment of current billings. If billings are not paid when due, we may apply the deposit to any unpaid balance due. **In this instance, no advance fee deposit is required.** If payments are not made on a timely basis, we may require an advance fee deposit. You will notified if that is required.

In litigation cases, after a trial date has been scheduled, we may require you to make additional advance fee deposits ("Trial Deposit"). The amount of any Trial Deposit, as well as the date the same will be due, will vary

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depending on the complexity of the case, how much work remains in order to prepare the case for trial, the relative activity or inactivity of the opposing party or parties in the case, and the anticipated length of trial. If your case requires a Trial Deposit, you will be provided with at least 30 days' advanced notice.

Advance fee deposits are held in a trust account and are pooled with other clients' deposits. Interest earned on the pooled funds must be paid to The Legal Foundation of Washington, a charitable foundation for legal assistance programs. In situations where you have an unusually large amount on deposit with the firm (either as an advance fee deposit or other funds paid to the firm on your account), we will hold your funds in a separate trust account, which will earn interest. Please note that in cases where the amount on deposit exceeds \$250,000.00 such funds may not be insured or guaranteed by the FDIC or any federal agency.

Costs. Costs are those expenses incurred by the Firm for items that are fixed in amount. We do not charge for facsimiles, or black and white photocopy projects fewer than 200 pages per month. You will be charged for other costs including, but not limited to, filing fees, court reporter appearances, depositions and transcripts, expert witness fees, third-party photocopy projects, colored photocopies, service fees, mileage, operator-assisted conference calls, courier and delivery charges. Such costs will be itemized and reflected on your monthly bill as separate charges. If it is necessary to incur costs that are extraordinary in nature, such as expert witness fees, you may be required to pay those costs in advance or be billed directly to you by a third-party provider.

Billings and Payments. As discussed above, a summary of your account billings and transactions will be sent to you each month in the form of an invoice. This invoice details the activities relating to your account, including a description of services rendered.

Upon receipt of the invoice, you are required to pay by cash, check, debit, or credit card, any outstanding balance due on your account. Unless specifically treated otherwise by a written document signed by this Firm and yourself, an account unpaid more than 30 days from the date of the invoice is considered overdue and shall incur a service charge of 1% per month for an annual percentage rate of 12%. In such an event, the Firm may decline to render future legal services and reserve the right to withdraw until such unpaid account is paid in full. If full payment on the account has not been received within ten (10) days of our mailing an invoice indicating that the account is past due, it is the Firm's policy to refuse to continue to render legal services or withdraw from representation for any ongoing work. If this Firm decides to refuse further service, withdraw from representation, and/or refer your account to a Collection's firm, you will be given reasonable advance notice and the Firm will cooperate fully with any new counsel that you may

designate so that your interests may be preserved. You will remain obligated to pay any unpaid fees and charges incurred on your behalf, including fees and charges associated with the cessation of work, withdrawal from representation, and/or collection activities. If the Firm initiates suit or other collection action against you, you agree to pay all court costs, expenses and reasonable attorneys' fees related to the collection action in addition to your underlying obligation on the unpaid balance. In the event litigation is necessary to collect amounts due and owing to the Firm pursuant to this Agreement, the parties agree that venue for any action filed will be in Thurston County.

ATTORNEY-CLIENT RELATIONSHIP

As we mentioned before, the attorney-client relationship is a special relationship. It requires open communications and an environment of confidence and trust. It is because of this very nature that the attorney-client privilege exists. This legally recognized relationship protects communications between a client and an attorney. Accordingly, all communications between yourself, your agents, and this Firm are kept in confidence. The following topics further describe this relationship.

Expectations. As your attorneys and advocate, we expect your full cooperation in matters related to your representation. Effective legal representation can occur only when a client provides all information known by or available to him or her that could affect that representation. This is where the confidence described above becomes paramount. For our part, we will at all times act with reasonable diligence and promptness in representing you. You will be kept informed of all significant developments and consult you in advance as to any significant decisions related to those developments. It is imperative that you keep the Firm informed of any changes in your contact information, such as your address or telephone numbers.

Duration. The Firm's representation is at will – either party may terminate the relationship at any time. Should the relationship terminate prior to our completing your representation needs, the Firm will cooperate with any successor attorney(s) representing you to accommodate a smooth transition. We will transfer to such new counsel copies of all files and records held in respect to this matter, and prepare for you a final statement for services rendered and other fees, costs, and expenses incurred in matters covered by this Agreement. You will remain responsible for payment of any outstanding balance reflected on such a final statement.

Record Retention and Destruction Policy – At all times, all records and documents in the Firm's possession relating to your representation (including but not limited to those that exist in paper and electronic formats) are subject to the Firm's legal and ethical duties and obligations, and to insure that information and data

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relating to you and legal services provided are maintained in strict confidence at all times during and after the engagement. Upon completion of your legal matter, your file will be closed and may be "archived" in a location other than our office. While we will apply our best efforts to maintain confidentiality and security over the file records and documents placed in storage, please be advised that our Firm specifically disclaims any responsibility for claimed damages or liability arising from damage or destruction to such records and documents, whether caused by accident, natural disasters or the negligence of third-party providers engaged by the Firm to store and retrieve records, to the extent allowed by law. Original documents belonging to you will be returned at the termination of the matter. Client matter files are retained by the Firm for seven (7) years and then destroyed with the exception of certain documents that may require a longer retention period.

Dispute Resolution. With the exception of actions initiated by the Firm to collect past due fees and costs, in the event that a dispute should arise regarding our representation, including any issues relating to the amount of legal fees charged, the dispute(s) shall be submitted to binding arbitration administered by Judicial Dispute Resolution pursuant to its Arbitration Rules and Procedures

or another mutually agreed upon arbitrator. If one of the parties does not agree with the arbitrator chosen, then both parties may submit their request of arbitrator to a third party who shall make the final decision of arbitrator. Judgment on the award may be entered in any court having jurisdiction. Each party shall be initially responsible for its share of the arbitration fees in accordance with the applicable rules of arbitration. The arbitrator shall, in the award, allocate all or part of the costs of the arbitration, including the fees of the arbitrator and reasonable attorneys' fees and costs, to the prevailing party. In the event a party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award or fails to comply with the arbitrator's award, the other party is entitled to costs of suit, including reasonable attorneys' fees, for having to compel arbitration or defend or enforce the award.

If you have read and understood the foregoing, and wish for the Firm to perform the legal services on your behalf as outlined under "Scope of Representation" above, please acknowledge these terms and conditions by signing and dating a copy of this engagement letter and returning it to the Firm. We look forward to representing you.

Very truly yours,

PHILLIPS BURGESS PLLC



Heather L. Burgess

I HAVE READ, UNDERSTAND AND AGREE TO THE FOREGOING ENGAGEMENT AND FEE AGREEMENT AND AFFIRM I HAVE AUTHORITY TO SIGN ON BEHALF OF THE ENTITY LISTED BELOW.

BLACK LAKE SPECIAL DISTRICT

DATED: _____

By: _____
Lake Stintzi

Its: _____

Alum Project Plan

Employ two independent contractors – one for quality assurance and a second for alum application

We don't have the expertise to monitor an alum treatment

With a QA contractor, we can answer the possible question "how do you know you got what you paid for?"

QA contractor with experience with Dept of Ecology can help ensure we follow our permit requirements

1.) Quality assurance contractor responsibilities

Ensure the treatment is conducted in accordance with Ecology's permit

Pre-treatment and post-treatment notifications are submitted to Ecology

On-site storage facility for unused products at the end of each application day

Signage requirements are met

Application must cease when wind speeds greater than 15 mph

pH of lake water must remain between 6.0 and 8.5 during treatment

aluminum compounds must be suitable for water treatment

Verify chemical quantities are delivered and applied

Perform jar tests for pH prior to start of application using treatment chemicals provided by applicator

Perform daily monitoring to verify pH and alkalinity criteria are met before treatment begins and when treatment ends

Perform random pH monitoring during application in treatment areas

Make observations of fish or wildlife impacts

2.) Application contractor

Carry sufficient liability insurance coverage

Secure permits to use WDFW boat ramp as staging area. The ramp will be closed to the public during treatment. Security of the staging area must be maintained 24/7 during the treatment period.

Schedule delivery of chemicals as needed for application

Application boat must use GPS to ensure uniform coverage and proper application rate.

Applicator must comply with Ecology's permit and cooperate with the quality assurance contractor.