



# BLACK LAKE SPECIAL DISTRICT

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**Black Lake Special District Special Meeting**  
**Monday, April 12, 2021 • 6:15 pm**  
**1 (669) 333-8889**  
**Conference ID: 33772561**

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

*Attachments:*

*March 18, 2021 Minutes*

*March 25, 2021 Minutes*

*04\_09\_2021 Payment Voucher Transmittal*

6. Herrera Environmental confirmation of alum treatment chemical deliveries

7. Approval of Last Payment to HAB Aquatic Solutions in the amount of \$1,048,912.50

8. Items from the Floor

9. Continued Public Communication

*(If needed for those who signed up earlier and did not get an opportunity to speak during the allotted 30 minutes.)*

10. Adjournment of Public Meeting

**Next Meeting: April 19, 2021 Regular Meeting**



# BLACK LAKE SPECIAL DISTRICT

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Black Lake Special District Special Meeting  
Thursday, March 18, 2021 • 6:15 pm

## MINUTES:

1. Call to Order – **Chair Stintzi called the meeting to order at 6:20pm**
2. Roll Call
  - a. Present
    - i. Lake Stintzi
    - ii. Vernon Bonfield
    - iii. Brian Wilmovsky
3. Approval of Agenda – **It was moved, seconded, and passed unanimously to approve the agenda with the addition of Item 8, “Conversation with Tim Wilson”**
4. Public Communication – None.
5. Approval of Consent Agenda – **It was moved, seconded, and passed unanimously to approve the Consent Agenda as presented.**

*Attachments:*

*March 15, 2021 Minutes*

6. Approval of Instructions to County Treasurer regarding the Kitsap Bank term sheet and vendor payments – Chair Stintzi has asked the Treasurer’s Office makes the first payment to HAB electronically and occur on the 26<sup>th</sup> of March.
7. Approval to transfer funds to Guaranty Fund – **The board approved Chair Stintzi to transfer funds into the Guaranty Fund as necessary.**
8. Conversation with Tim Wilson, Water Resources Manager, Thurston County – He would like to review the district’s budget elements with the commissioners for the purpose of comparison with Lake Management Districts.
9. Adjournment of Public Meeting – **With no further business, Chair Stintzi adjourned the meeting at 6:36pm**

**Next Meeting: April 19, 2021 Regular Meeting**



# BLACK LAKE SPECIAL DISTRICT

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Black Lake Special District Special Meeting  
Thursday, March 25, 2021 • 6:15 pm

## MINUTES:

1. Call to Order – **Chair Stintzi called the meeting to order at 6:29pm**
2. Roll Call
  - a. Present
    - i. Lake Stintzi
    - ii. Vernon Bonfield
3. Approval of Agenda – **It was moved, seconded, and passed unanimously to approve the agenda with the addition of Item 7, “Approval of Transfer to Guaranty Fund”**
4. Public Communication
  - a. The following people spoke: Jason Mosebar
5. Approval of Consent Agenda - **It was moved, seconded, and passed unanimously to approve the Consent Agenda as presented below.**

### *Attachments:*

*03\_24\_2021 Payment Voucher Transmittal*  
*03\_24\_2021 Payment Voucher Transmittal (HAB)*  
*03\_25\_2021 Payment Voucher Transmittal*  
*Herrera Invoice #48420*  
*Pacifica Law Group Invoice*  
*Kitsap Bank Invoice BL-Bond Fee 2021*

6. Approval of Payment to HAB Aquatic Solutions
  - a. **It was moved, seconded, and passed unanimously to approve the draw of \$349,637.50 from Kitsap Bank and to make the first payment to HAB Aquatics.**
7. Approval of Transfer to Guaranty Fund
  - a. **It was moved, seconded, and passed unanimously to approve Chair Stintzi to transfer \$20,000 into the Guaranty Fund.**
  - b. *OrgSupport will add yearly transfers to the BLSD Meeting Agendas.*
8. Items from the Floor
  - a. The board discussed documenting the lake treatment through photos to display on the website or other forms of distribution.
9. Adjournment of Public Meeting – **With no further business, Chair Stintzi adjourned the meeting at 6:55pm**

**Next Meeting: April 19, 2021 Regular Meeting**

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Payment Voucher Transmittal  
Drainage Dist #12 Black Lake

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1. Phillips Burgess PLLC 111 21st Ave SW Olympia, WA 98501	14606	Response to Petition	\$1,510.00
2. HAB Aquatic Solutions 735 South 56th Street, Suite 2 Lincoln, NE 68510		Alum Application	\$1,048,912.50
Total for document:			<hr/> \$1,050,422.50

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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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Date

# Phillips Burgess PLLC

111 - 21st Ave SW  
Olympia, WA 98501  
360-742-3500  
Tax ID No. 45-3569683

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

March 25, 2021  
**Invoice # 14606**

CLIENT: 1933 - Black Lake Special District  
Re: 06.1933.03 (p) Black Lake Special District - Response to Petition for Declaratory Relief and APAM Permitting

Date		Services	Hours	Amount
03/05/21	RDB	Telephone conference with B. Wilmovsky re challenge to district's formation; email summary of issue to H. Burgess along with supporting documents provided by client.	0.50	150.00
03/07/21	HLB	Review email from R. Boelens re request for opinion letter re district formation for bank; review file materials related to 2017 analysis of same; research statutory requirements to challenge district formation and enacted special assessment; draft and send email to client with response and recommendation; review follow-up email from L. Stinzi enclosing enacted assessment ordinances; review and respond to same.	1.00	400.00
03/08/21	HLB	Telephone conference with B. Wilmovsky re options for responding to Kitsap Bank request for opinion letter; email D. Gregory re same; update status to client.	0.40	160.00
03/09/21	HLB	Telephone conference with D. Gregory re options for response to Kitsap Bank; review and respond to client email re status of same.	0.40	160.00
03/10/21	HLB	Telephone conference with D. Gregory re response to bank request for opinion letter for district formation.	0.30	120.00
03/11/21	HLB	Attend virtual meeting with D. Gregory and bank counsel re district formation documentation and opinion letter; review follow-up emails re revised opinion; telephone conference with client re status.	0.70	280.00

## Recapitulation

		Rate	Hours	Amount
RDB	Rosemary Boelens	300.00	0.50	150.00
HLB	Heather Burgess	400.00	2.80	1,120.00
<b>For Current Services Rendered</b>			<b>3.30</b>	<b>\$1,270.00</b>

Client Ref: 1933 - 06.1933.03  
Invoice # 14606

March 25, 2021  
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<b>Total Current Work</b>	<u><u>\$1,270.00</u></u>
<b>Past Due Balance</b>	<u>\$240.00</u>
<b>Balance Due</b>	<u><u>\$1,510.00</u></u>

# Please return this page with remittance

to  
Phillips Burgess PLLC  
111 - 21st Ave SW  
Olympia, WA 98501

Invoice # 14606  
Bill Date: March 25, 2021  
Client Code: 1933  
Client Name: Black Lake Special District  
Matter Code: 06.1933.03  
Matter Name: (p) Black Lake Special District - Response to Petition for Declaratory Relief and APAM Permitting

<b>Total Current Work</b>	<u><u>\$1,270.00</u></u>
<b>Past Due Balance</b>	<u><u>\$240.00</u></u>
<b>Balance Due</b>	<u><u>\$1,510.00</u></u>

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

**PROFESSIONAL SERVICES AGREEMENT**

**PROJECT:** Black Lake 2021 Buffered Alum Application **JOB #:** 20-1201

**OWNER:** Black Lake Special District "owner" **CONTRACT NO.:** 20 / 1201

**CONTRACTOR:** HAB Aquatic Solutions, LLC

**FEDERAL ID/BUSINESS LICENSE NO.:** 27-4239756

**ADDRESS:** 735 S. 56<sup>th</sup> Street, Suite #2  
Lincoln, NE 68510

**CONTACT:** John Holz **TEL:** 402-430-0352 **FAX:** n/a

**OWNER:** Black Lake Special District "owner"

**ADDRESS:** 120 State Avenue NE, #303  
Olympia, WA 98501

**CONTACT:** Lake Stintzi **TEL:** 360-867-8814 **FAX:** n/a

**PROJECT DESCRIPTION:** Application of 234,382 gallons of liquid aluminum sulfate and 117,191 gallons of liquid sodium aluminate to Black Lake (a body of water located in Thurston County, Washington) following the specifications defined in the Black Lake 2021 Buffered Alum Application Workplan.

**START DATE** Date of Executed Contract

**END DATE** June 30, 2021

**COMPENSATION:**

The total compensation under this Agreement shall not exceed the dollar amount indicated herein or the amount authorized by Amendment(s) and/or Notice(s) to Proceed (NTP), whichever is the lesser.

**LUMP SUM.** Compensation for these services shall be a Lump Sum of \$1,398,550.00

**TIME AND MATERIALS.** Compensation for these services will not exceed \$\_\_\_\_\_ without written authorization and will be based on the following option (per the attached Budget or List of Hourly Rates), and Reimbursable Expenses based on actual costs incurred and approved by Contractor and Owner.

Consultant's Direct Job Wages times a factor of \_\_\_\_\_.  Budget/List of Contractor's Hourly Rates.

**COST PLUS FIXED FEE.** Compensation for these services shall be Contractor Cost plus a fixed professional fee, including Reimbursable Expenses. The estimated compensation for services is \$\_\_\_\_\_ plus a fixed fee of \$\_\_\_\_\_ for a total of \$\_\_\_\_\_.

**COMPENSATION DETAIL (See reverse side)**

**SCHEDULE OF PAYMENTS (See reverse side)**

**SERVICES AUTHORIZED BY:**  **Execution of Agreement** or  **Amendment(s) and/or NTP**

**EXECUTION:** Execution of this document by duly authorized representatives of Owner and Contractor, including Owner's Contractor Standard Conditions (reverse side) and any attachments, Additional Provisions as indicated, and addenda, represents the entire Agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended or modified by written instrument, but such instrument is valid only upon signature by both parties. Contractor shall not assign, transfer, or encumber any rights, duties, or interests accruing from this Agreement without the express prior written consent of Owner

**OWNER:** Black Lake Special District **CONTRACTOR:** HAB Aquatic Solutions, LLC  
**BY:** Lake Stintzi **BY:** John C. Holz  
**SIGNATURE:** *Lake Stintzi* **SIGNATURE:** \_\_\_\_\_  
**TITLE:** Commissioner **TITLE:** Owner  
**DATE:** 1/19/2021 **DATE:** \_\_\_\_\_

Approved by the Black Lake Special District on: 1/19/2021



# CONTRACTOR STANDARD CONDITIONS

## 1. SERVICES.

Contractor shall provide professional services in accordance with this Agreement and will apply 234,382 gallons of NSF Certified liquid aluminum sulfate (alum) and 117,191 gallons of liquid sodium aluminate to Black Lake, WA. The intent is to lower water phosphorus concentrations and inactivate a portion of the lakebed phosphorus to reduce internal phosphorus release into the water column. These reductions are intended to reduce the frequency and intensity of nuisance algal blooms in Black Lake, WA.

If Contractor is bound to Owner-provided Prime Agreement, then Contractor shall be bound to same, or applicable portions thereof, and attached. Where the term "Contractor" or OWNER is used in the Owner's Prime Agreement and/or attachments, such term is applicable to Contractor and Contractor shall comply with the stated requirements. Provided, however, that in case of conflict between the terms of this Agreement and the Prime Agreement or any provisions thereof, the more stringent shall apply to the Contractor's duties and obligations. Each attachment becomes a part of and is applicable to this Agreement.

**2. EXECUTION.** This Agreement becomes effective upon signatures by authorized representatives of OWNER and Contractor and upon receipt of a fully executed original by both OWNER and Contractor. If facsimile transmittal is initially sent and executed thereon by OWNER, a signed original will be provided to the Contractor for record as soon as practicable.

**3. INITIATION/COMPLETION.** Contractor shall provide and complete these services in accordance with the terms of this Agreement and any Schedule of Services herein or initiate services in accordance with and upon receipt of Amendment(s) and/or Notice(s) to Proceed from OWNER as indicated on the front side of this Agreement. Established completion time shall not be extended because of unwarranted delays attributed to Contractor but shall be extended by OWNER in the event of delays attributed to OWNER or because of unavoidable delays caused by any governmental/Owner action or other conditions beyond the control of Contractor.

**4. TERMINATION.** This Agreement shall remain in force until completion and acceptance of the services, terminated by written instrument by mutual agreement, or by OWNER for convenience, or if Contractor fails to provide services in accordance with the Agreement. In the event of such termination, Contractor shall immediately discontinue any and all work. If terminated for convenience, Contractor shall be paid for services performed in accordance with the Scope of Services to the date of termination. If terminated for cause, Contractor shall be paid for services performed in accordance with the Scope of Services but shall be liable to OWNER for any additional costs and expenses thereby incurred by OWNER.

**5. COMPENSATION.** Upon final completion and acceptance of the Work in accordance with the General Conditions, Owner shall pay the Contract Price in full. In the event services beyond those specified in the Scope of Services and not included in the compensation are required, Contractor shall identify this work for OWNER. Contractor shall submit a labor/fee estimate for such services and a contract modification shall be negotiated and approved in writing by OWNER prior to any effort being expended on such services.

## 6. SCHEDULE OF PAYMENTS:

- The total project price is \$1,398,550.00
- 25% of the total price (\$349,637.50) will be paid to HAB on day 6 of the application (approximately 25% completion).
- The remaining 75% of the total price (1,048,912.50) will be paid to HAB within 15 days after the project completion date.

**7. AUDIT AND ACCESS TO RECORDS.** Contractor cost records and accounts pertaining to this Agreement are to be kept for inspection by representatives of OWNER, the Owner, and Governmental Agencies for a period of three (3) years after final payment, and in accordance with any additional Prime Agreement provisions. Should a future audit by the Owner or other agency be required and find rates are incorrect (too high) and OWNER is required to reimburse the Owner, the Contractor shall reimburse OWNER for any and all Contractor amounts so claimed by Owner as an overpayment of Contractor.

**8. OWNERSHIP OF DOCUMENTS.** Drawings, specifications, reports, programs, manuals, or other documents, including all documents on electronic media, prepared under this Agreement shall become the property of OWNER and the Owner. These documents will not be used for any purpose other than those authorized under this Agreement without the written authorization of Contractor.

**9. EQUAL OPPORTUNITY EMPLOYMENT.** Contractor shall comply with federal regulations pertaining to Equal Opportunity Employment.

Contractor will comply with applicable local, state, and federal regulations concerning minority hiring. Contractor's policy shall ensure that applicants and employees are treated equally without regard to race, creed, sex, age, color, religion, veteran status, ancestry, citizenship status, national origin, marital status, sexual orientation, or disability. Contractor expressly assures all employees, applicants for employment, and the community, of its continuous commitment to equal opportunity and fair employment practices.

Contractor's equal opportunity employment policy shall apply to all phases of employment, including recruiting, hiring, job assignment, supervision, training, upgrading, transfer, compensation, benefits, promotion, education, recreation, layoff and termination.

## 10. INDEPENDENT CONSULTANT AND STANDARD OF CARE.

Contractor is and shall be at all times during the term of this Agreement an independent consultant and not an employee or agent of the Owner or OWNER. Services provided by Contractor under this Agreement shall be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

**11. COMPLIANCE WITH LAWS, ORDINANCES, AND CITY, COUNTY, AND STATE LICENSING.** Contractor shall comply with Federal, State, and local laws, ordinances, and City, County, and State licensing (professional business, etc.) requirements applicable to the services to be provided under this Agreement.

## 12. INSURANCE.

Contractor shall protect, indemnify, hold and save harmless and defend the OWNER against any and all claims, costs, cause of action, and expenses, including but not limited to reasonable attorney's fees incurred by reason of a lawsuit or claim for compensation arising in favor of any person, persons, corporations, governmental bodies or agencies, or partnerships, including the employees or officers, or independent contractors, or subcontractors of the Contractor or OWNER on account of personal injuries or death, or damages to property occurring, growing out of, incident to, or resulting directly from the negligence or willful misconduct of Contractor, its agents, employees, or subcontractors in the performance by the Contractor of the services referenced herein, except that the Contractor shall have no liability for damages or the costs incident thereto caused by the sole negligence of the Association.

- Additional Insured: Contractor shall keep in full force and effect throughout the term of this contract, insurance acceptable to the OWNER, naming the OWNER an additional insured, and at least the limit specified below:
- Automobile liability insurance: insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
- General Liability: insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate limit.
- Professional Liability. When architects, engineers or consulting firms perform work in connection with any contract, the contractor shall maintain Professional Liability Insurance with limits not less than \$1,000,000 per occurrence and aggregate.
- Contractors Pollution Liability: insurance shall be written in an amount of at least \$1,000,000 per loss, with an annual aggregate of at least \$1,000,000. Contractors Pollution Liability shall cover bodily injury, property damage, cleanup costs and defense including costs and expenses incurred in the investigation, defense, or settlement of claims.
- Workman's Compensation: Contractor shall furnish the Owner satisfactory evidence that it carries workman compensation and occupational disease insurance adequate to protect all employees employed by it in the course of its performance of the contract.
- Certificate of Insurance: Contractor shall furnish a certificate of insurance for policies written in the Contractor's name. All certificates of insurance shall name the OWNER as an additional insured. The certificate shall provide that the policies contain

an endorsement requiring that the OWNER shall be furnished with thirty (30) days' notice by registered mail prior to cancellation or material change in the policies. All insurance will be by insurers acceptable to the OWNER. Prior to the commencement of work, the Contractor shall furnish the OWNER with certificates of insurance that such insurance has been produced and is in force.

**13. INDEMNIFICATION AND HOLD HARMLESS.** Contractor shall indemnify and hold harmless the Owner, OWNER and its employees and agents from any and all liability, settlements, loss, defense costs, and expenses in connection with any action, suit, or claim resulting from the negligent acts, errors, or omissions in services provided pursuant to this Agreement by Contractor, its employees, or Contractor's tier Contractors and/or subcontractors, and in accordance with any Prime Agreement Indemnification requirement(s). However, if any such liability, settlements, loss, defense costs or expenses result from the sole negligence of OWNER, this indemnification applies only to the extent of the negligence of Contractor.

**14. DISPUTES.** In the event of a dispute between parties, OWNER shall have the right to join any other Contractor(s) or Owner as a party or parties to the dispute proceeding, if in the judgment of OWNER the dispute may involve the Owner and/or another Contractor and/or consultant. Any action for claims arising out of or relating to this Agreement and/or respective services shall be governed by the laws of

the State of Washington. Venue shall be in Thurston County Court. Mediation is an express condition precedent to the filing of any legal action. Unless the parties agree otherwise, the mediation shall be conducted pursuant to the Construction Mediation Rules of the American Arbitration Association.

**15. FUNDING CONTINGENCY.** This AGREEMENT is contingent upon all funds designated for the project in the amount of \$1,400,000 being made available from Kitsap Bank. Should this source fail to provide necessary funds as agreed upon herein, this contract may be terminated by either party upon written notice being delivered to the other party.



DRAW CERTIFICATE NO. 2

TO: Kitsap Bank  
619 Bay Street  
Port Orchard, WA 98366  
KB-Finance@kitsapbank.com  
Fax: 360-876-7801

On behalf of Black Lake Special District, Thurston County, Washington (the "District"), I hereby certify that:

1. I am the Designated Representative of the District, and I am authorized to execute and deliver this Request for Draw on the District's Special Assessment Bond, 2021 (Taxable) (the "Bond") and to make the representations on behalf of the District set forth herein.
2. The amount of this draw is \$ 1,050,362.50 (minimum draw of \$50,000) (this "Draw"). Proceeds of this Draw shall be deposited into the General Fund of the District on 4/12, 2021, account number 6354.
3. Proceeds of this Draw shall be used to pay costs of the Project or to pay costs of issuance for the Bond.
4. The aggregate amount of all draws on the Bond, including this Draw, does not exceed \$1,400,000.00.
5. The District is not in breach of any promise or covenant in the Bond or Resolution No. 21-01 authorizing the issuance of the Bond.

Dated this 9 day of April, 2021.

BLACK LAKE SPECIAL DISTRICT,  
THURSTON COUNTY, WASHINGTON

By: \_\_\_\_\_

*Jeh H*

Designated Representative