



LAKE WHATCOM WATER AND SEWER DISTRICT  
1220 LAKEWAY DRIVE  
BELLINGHAM, WASHINGTON 98229

SPECIAL MEETING  
OF THE BOARD OF COMMISSIONERS

AGENDA

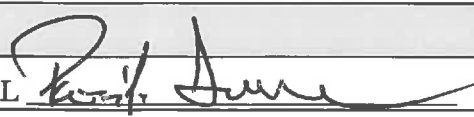
*March 28, 2017*

8:00 a.m. – Special Session

1. CALL TO ORDER
2. PUBLIC COMMENT OPPORTUNITY  
At this time, members of the public may address the Commission. Please state your name prior to making comments.
3. CONSENT AGENDA
4. SPECIFIC ITEMS OF BUSINESS:
  - A. Academy Road Water Service
  - B. Emergency Management Council Agreement
  - C. Summary of Existing District Projects
5. MANAGER'S REPORT
6. PUBLIC COMMENT OPPORTUNITY
7. ADJOURNMENT



LAKE WHATCOM WATER AND SEWER DISTRICT  
AGENDA BILL

DATE SUBMITTED:	March 21, 2017
TO BOARD OF COMMISSIONERS	
FROM: Bill Hunter	MANAGER APPROVAL 
MEETING AGENDA DATE:	March 28, 2017
AGENDA ITEM NUMBER:	5.A.
SUBJECT:	Academy Road Water Service
LIST DOCUMENTS PROVIDED ⇒ NUMBER OF PAGES INCLUDING AGENDA BILL: _____	1. Letter from Langabeer & Traxler, P.S. dated 2/15/17 2. Letter from Freeland & Associates dated 2/14/2017 3. District Administrative Code Section 3.4.3 and 3.4.4 4. District Sketch 5. Easement Exhibit "B" 6. Covenant Map
TYPE OF ACTION REQUESTED	RESOLUTION <input type="checkbox"/> FORMAL ACTION/ MOTION <input checked="" type="checkbox"/> INFORMATIONAL/ OTHER <input type="checkbox"/>

**BACKGROUND / EXPLANATION OF IMPACT**

Property owners of 1915 Academy Road are requesting a waiver from District policies that require extension of District water infrastructure and execution of a "Covenant Binding Property Regarding Future Water and/or Sewer Service" outlined in Section 3.4.3 of the District's Administrative Code (attached).

The District's Administrative Code lists several criteria that the Board will evaluate during consideration of a Petition to Waive or Adjust Connection Requirements. Criteria per District Administrative Code section 3.4.4:

1. *Expansion of the system to serve the new development is considered part of the cost of the new development.*

**Staff Comments:**

For perspective, the South Geneva Developer Extension Agreement was completed in Lake Whatcom Water Sewer District in 2011. The South Geneva project included approximately 2,200 lineal feet of small diameter sewer force main, 2,300 lineal feet of 8" water main, and a water booster station. The total project cost was \$753,600. Of the total spent, about 70% (\$527,520) was related to water, and 30%

(\$226,080) was related to sewer. The facilities can serve up to 11 sewer connections and 14 water connections.

The developer’s engineer for the Academy Road property estimates water improvements could cost around \$600,000. Proposed improvements would pump water from the Upper Agate Heights Reservoir 500 lineal feet northwest to Academy Road within an existing District utility easement on Lake Whatcom Residential Treatment Center land, then 3,000 lineal feet west along the public road right of way to the nearest property corner of 1915 Academy Road. This adds up to about 3,500 lineal feet of piping and a new booster station.

It is important to note that the Agate Heights Water Treatment Plant has capacity for only 5 more connections. The treatment plant will need to be expanded to accommodate any more than 5 connections. The District’s cost estimate for improvements to serve the full North Shore build-out is around \$600,000.

- 2. *Costs for some developments will be more than others due to location and physical challenges.*

Staff Comments:

Location and physical challenges for 1915 Academy Road include: small number of potential connections on a 3,500 lineal foot distribution line can create stagnate water problems (taste, odor, low chlorine residual), 3,500 feet away from District water source (Upper Agate Height Reservoir), and topography that requires a booster station (no water service during power outages unless a generator is installed).

- 3. *Waiving connection requirements will make it increasingly more difficult and costly to serve the same development in the future.*

Staff Comments:

There is a possibility the District could someday expand the Agate Heights water system and wholesale water to Water District #7. If this were to occur, the Agate Heights system would extend up to and along Academy Road. A larger wholesale water customer would provide more turnover and reduce stagnate water issues as well as spread the cost of infrastructure and operations over more customers.

4. *Some required improvements may not be immediately placed into service but will greatly reduce the costs and complexity to serve the development in the future (example, building a waterline across the parcel frontage that remains dry until service is extended to the site.).*

Staff Comments:

The 2010 District Water Comprehensive Plan mentions a future intertie between Eagleridge and Agate Height water system. The District is currently working on a feasibility study funded by a Washington State Department of Health grant to consolidate those two and a couple other water systems. The focus to date has been to install a distribution system along Northshore Road. There is another possible route along Academy Road that has not yet been considered. The potential to wholesale water to Water District #7 could influence the feasibility of the Academy Road route.

Until more information is gathered and considered during the water comprehensive plan update and Northshore consolidation feasibility study, staff does not recommend requiring the developer to install infrastructure. It does make sense to require a covenant regarding future service given the potential exists to expand the Agate Height water system into the area.

5. *A distance of approximately 1/2 mile ( 2,640 lineal feet) is considered close enough to require connection. Longer distances to connect to the system may be appropriate for larger developments.*

Staff Comments:

The distribution line length from the Upper Agate Heights Reservoir to the nearest property corner of 1915 Academy Road is about 3,500 feet (0.66 miles). If the District were to require running the main across the lot frontage of Academy Road per District standards, it adds another 500 lineal feet for a total pipeline length of 4,000 lineal feet (0.76 miles).

**FISCAL IMPACT**

None.

**RECOMMENDED BOARD ACTION**

Staff recommends:

1. To approve the developer's request to waive connection requirements. There are a small number of potential connections in the near future to prevent stagnate water issues. The concept of providing wholesale water to Water District #7 has not been discussed with the Board, evaluated in a feasibility study or comprehensive plan, or discussed with Water District #7. Until more detailed comprehensive planning is

developed for this area, staff does not recommend requiring installation of infrastructure.

2. To require that developer execute a Covenant Binding Property Regarding Future Water and/or Sewer Service for the following reasons:

- As discussed above, there is a potential to wholesale water to District #7. A covenant would guarantee those properties connect to a public water system should it ever be expanded. The benefits include shorter water age and spreading infrastructure and operations costs over more connections. Because it is difficult to know what the future will bring the District should be very circumspect about relinquishing its authority over any portion of its service area boundaries;
- There is a long standing precedent for LWWSO to require covenants within the District as shown on the attached Covenant Map. Likewise there is no precedent for granting a request to waive the covenant; i.e. the petition seeks something LWWSO has not done for anyone else in its boundaries.

**PROPOSED MOTION**

Approve the developer's request to waive the requirement to connect 1915 Academy Road (Gradual Valley Short Plat) to District water provided a Covenant Binding Property Regarding Future Water and/or Sewer Service is recorded for all lots in the short plat prior to issuance of the Denial of Service.

**LANGABEER & TRAXLER, P.S.**

*Attorneys at Law*

Richard J. Langabeer  
Dannon C. Traxler

EMAIL: dtraxler@langabeertraxler.com

February 15, 2017

Board Members  
Lake Whatcom Water & Sewer District  
1220 Lakeway Drive  
Bellingham, WA 98229

**Re: 1915 Academy Road—Gradual Valley Short Plat  
Petition for Waiver**

Dear Board Members:

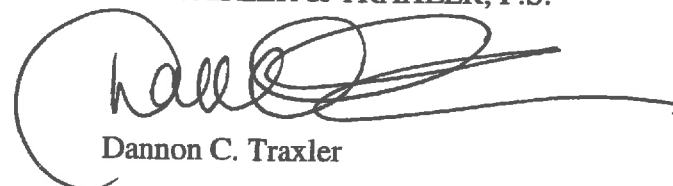
I am writing on behalf of my clients Neil and Lanna Ray to formally petition the Lake Whatcom Water & Sewer District's (the District) Board for a waiver from the requirements of the District's administrative code provision 3.4.3 which requires short plats to connect to the District's water system. Section 3.4.4 of the administrative code allows a property owner to petition the Board for a waiver of connection requirements if the parcel is located such that connection is unlikely within the next 20 years, as determined by the District.

Please see the attached petition from Freeland Engineers & Associates with engineering information that supports the Rays' petition for a waiver from the District's connection requirements. We request that the petition be placed on the Board's February 22, 2017 meeting agenda for consideration.

Please contact me with any questions and confirm that the Board will consider the petition on February 22, 2017.

Sincerely,

LANGABEER & TRAXLER, P.S.



Dannon C. Traxler

DCT: ao  
cc: client  
enclosure

6



220 W. Champion St.; Ste. 200  
Bellingham, Washington  
360.650.1408

February 14, 2017

Lake Whatcom Water & Sewer District  
1220 Lakeway Drive  
Bellingham, WA 98229

Attention: Board of Commissioners

Re: Petition for a Waiver to Connection  
Water Service – Lake Whatcom Water and Sewer District  
Gradual Valley Short Plat  
1915 Academy Road

Dear Board of Commissioners:

It is our understanding that the above referenced Plat is within the Service Area of Lake Whatcom Water and Sewer District. According to Section 3.4.3 of the Lake Whatcom Water and Sewer District (LWWSD) Administrative Code, all short plats outside the UGA require connection to the District water system.

***“Property located within District boundaries shall be deemed capable of being served by a public water system of the District when; (1) such property meets the criteria defined in Title 3.4 and Title 4.2 of this Code, (2) when zoning is appropriate, (3) a valid legal lot of record exists, and (4) the District has adequate water rights and system capacity to serve the property. Properties with water systems installed by Developer Extension Agreements shall normally transfer ownership of the water facilities to the District prior to being considered capable of being served. Appropriate connection and other chargers shall be required. [Resolution No. 242A]”***

LWWSD has two potential water sources to serve the proposed Gradual Valley Short Plat, each approximately ½ mile away. One is from Eagle Ridge and the other is from Agate Heights. The source from Eagle Ridge is supplied by the City of Bellingham and service may require the approval by the City under an interlocal agreement. The other is from Agate Heights which is supplied by LWWSD and its use does not require City approval. Service from Agate Heights would require the construction of a water booster pump station and the extension of over ½ mile of watermain under a Developer Extension Agreement.

We understand that the Owner intends to petition the Board of Commissioners to waive the connection requirements due to cost and location requirements to extend water service.

It is our understanding that the Board of Commissioners will evaluate the petition considering the following:

1. Expansion of the system to serve the new development is considered part of the cost of the new development.

*The lots within the short plat were recorded and intended to rely on a Group B water system with an exempt well as a source. A recent moratorium (Hirst Decision) on building permits that rely on exempt wells as a source potentially eliminates a Group B water system as a source of water supply.*

2. Costs for some developments will be more than others due to location and physical challenges.

*The short plat is located over ½ mile from any existing District water distribution mains. Physical challenges include the presence of steep slopes, streams, elevation gains and absence of right of way to construct a watermain extension. The cost of construction to extend the watermain and install a water booster pump station is approximately \$600,000.*

3. Waiving connection requirements will make it increasingly more difficult and costly to serve the same development in the future.

*Waiving connection requirements will make connection to a public water system less difficult and less costly, for a waiver will allow service from an alternative source.*

4. Some required improvements may not be immediately placed into service but will greatly reduce the costs and complexity to serve the development in the future (example, building a waterline across the parcel frontage that remains dry until service is extended to the site).

*Existing watermains extended to serve the subject Plat are over ½ mile from said Plat. The Plat is located on the District's Service Area boundary with no future development beyond its boundaries.*

5. A distance of approximately ½ mile is considered close enough to require connection. Longer distances to connect the system may be appropriate for larger developments.





*The short plat is located over ½ mile from any existing District water distribution mains. The development is small and limited to four lots. Based on proximity, infrastructure requirements, and probable costs it would be prohibitive to the Property Owner to require connection to the Agate Heights or Eagle Ridge sources. A waiver to connect is reasonable because it would be so burdensome on the Property Owner, they likely would not be able to develop their Plat.*

6. It is considered a minimum requirement to construct the system across or through the development whether they are immediately used for service or are placed into service in the future.

*The Plat is located on the District's Service Area boundary with no future development beyond its boundaries.*

7. If the connection requirement is waived or the required system improvement cannot immediately be placed into service, the Owner may develop an alternate and temporary water supply and/or onsite sewage disposal system in accordance with Whatcom County and State regulations after executing a "Covenant Binding Property Regarding Future Water and/or Sewer Service. [Resolution No. 757]

*The Owner intends to develop an alternate water supply and execute a "Covenant Binding Property Regarding Future Water and/or Sewer Service".*

Please let us know if you have any questions regarding this response.

Sincerely yours,

*Tony Freeland*

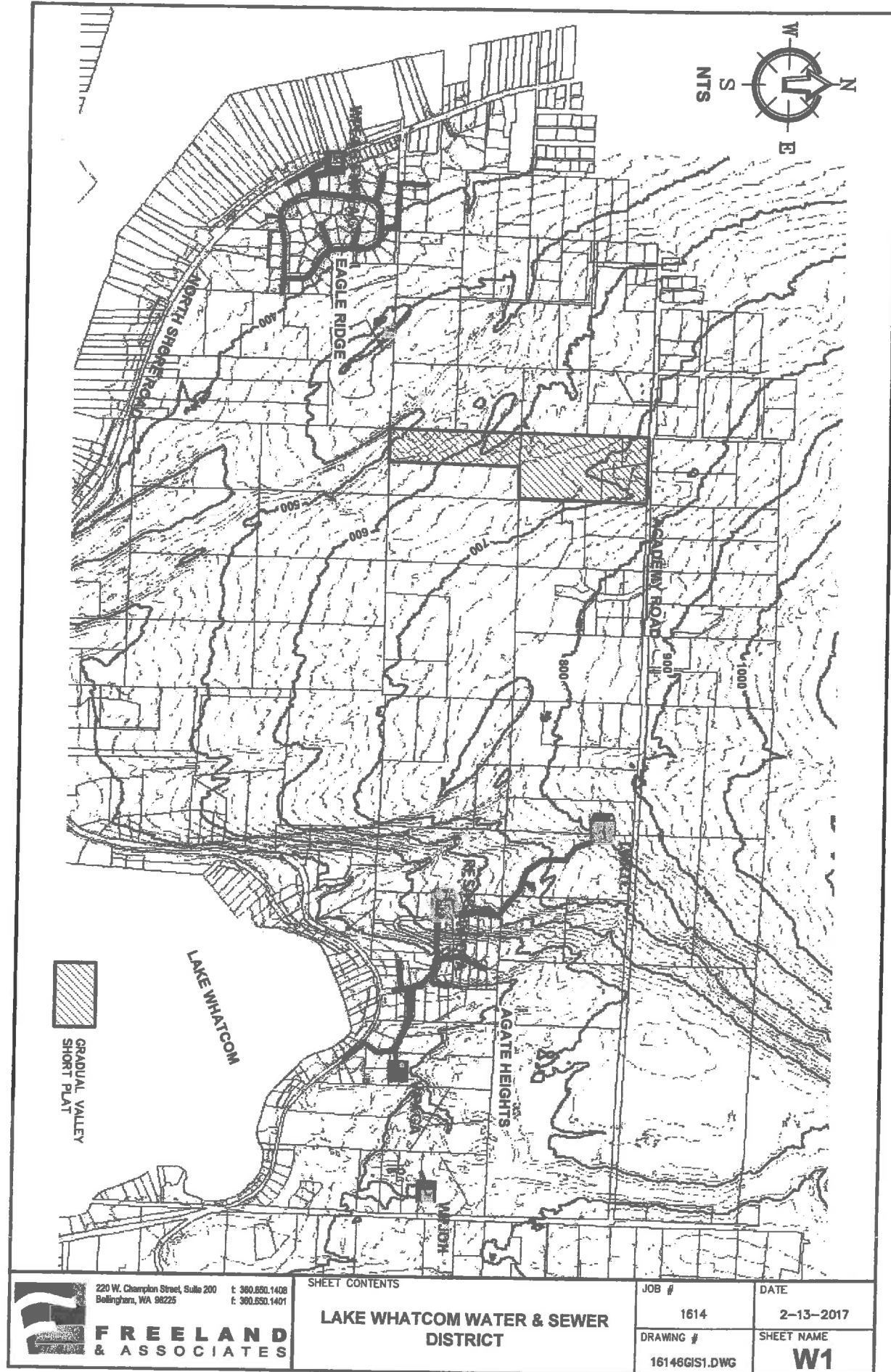
Tony Freeland, P.E

Encl. Figure W1



2-14-17






**FREELAND**  
 & ASSOCIATES

220 W. Chappin Street, Suite 200  
 Bellingham, WA 98225  
 T: 360.850.1408  
 F: 360.850.1401

SHEET CONTENTS

**LAKE WHATCOM WATER & SEWER  
 DISTRICT**

JOB #

1614

DRAWING #

16146GIS1.DWG

DATE

2-13-2017

SHEET NAME

**W1**

If the parcel is located outside UGA or LAMIRD:

- A. **Sufficient Sewer Main within 150-feet of Property.** Connection to the District system is required, and shall be in accordance with current District Standards.
  - B. **Sufficient Sewer Main more than 150-feet from Property.** The Owner may develop an onsite sewage disposal system in accordance with Whatcom County and State regulations after executing a "Covenant Binding Property Regarding Future Water and/or Sewer Service." The Owner also has the option of extending the main to and past the parcel provided Whatcom County determines the extension is consistent with the County's Comprehensive Plan and the District's Sewer Comprehensive Plan is amended to include the extension.
  - C. **Health Department Required Connection.** The Owner may connect even if more than 150 feet from a sufficient sewer main and outside a UGA or LAMIRD if connection is required by Whatcom County Health Department. The connection shall be made in accordance with current District Standards. [Resolution No. 757]
2. WATER SERVICE INSIDE OR OUTSIDE UGA OR LAMIRD:

- A. **District Water System Adjacent to Property and Main is Sufficient.** Connection to District water system is required. The connection shall be made in accordance with current District Standards.
- B. **Sufficient Water System within 200-feet of Property.** Connection to the District water system is required. Owner extends and/or replaces main past and/or through property and connects to the sufficient main by Developer Extension Agreement and in accordance with current District Standards.

If District determines that a public water main extension is not warranted, the District will install a water service from the main to meter. Meters will be set adjacent to the main near the edge of the public right-of-way or easement corridor in which the public water main is located. The property Owner installs the private water service line from the meter to the building. Properties not fronting the public water main such as those located beyond the end of the main or behind lots fronting the main will require a longer private water service line installed by the Owner from their property to the meter.

- C. **Sufficient Water System more than 200-feet from Property.** District has the option of extending and/or replacing mains to within 200 feet of the property and then requiring the Owner to complete the extension and/or replacement past or through their property. The Owner extension and/or replacement of the main will be by Developer Extension Agreement and in accordance with current District Standards. If the District elects not to bring a sufficiently sized main in adequate condition within 200 feet of the property, the Owner may develop an alternate and temporary water supply in accordance with Whatcom County and State regulations after executing a "Covenant Binding Property Regarding Future Water and/or Sewer Service." [Resolution No. 757]

### 3.4.3 Other Development

All other developments (such as but not limited to subdivisions, plats, short plats, commercial, institutional, industrial, etc.) shall connect to the District's water and sewer system as follows:

## 1. SEWER SERVICE

Site is located **inside** UGA or LAMIRD:

- A. Connection to District sewer system is required. The developer shall extend the sewer system past and/or through property by Developer Extension Agreement and in accordance with current District Standards. Improvements shall be sized, designed, and constructed per District Standards to serve full build-out of the area.

Site is located **outside** UGA or LAMIRD:

- A. **Sufficient Sewer Main within 150-feet of Site.** Parcels within 150-feet of sufficient sewer main shall connect to the District sewer system in accordance with current District Standards.
- B. **Sufficient Sewer Main more than 150-feet from Property.** The Owner may develop an onsite sewage disposal system in accordance with Whatcom County and State regulations after executing a "Covenant Binding Property Regarding Future Water and/or Sewer Service." The Owner also has the option of extending the main to and past the parcel provided Whatcom County determines the extension is consistent with its Comprehensive Plan and the extension is amended to the District's Sewer Comprehensive Plan. The sewer extension and connections shall be in accordance with current District Standards.
- C. **Health Department Required Connection.** The Owner may connect even if more than 150 feet from a sufficient sewer main and outside a UGA or LAMIRD if connection is required by Whatcom County Health Department. The connection shall be made in accordance with current District Standards. [Resolution No. 757]

## 2. WATER SERVICE INSIDE OR OUTSIDE UGA OR LAMIRD:

- A. Connection to the District water system is required. Owner extends and/or replaces main past and/or through property and connects to the sufficient main by Developer Extension Agreement per current District Standards. [Resolution No. 757]

### 3.4.4 Petition to Waive or Adjust Connection Requirements

The Owner may petition the Board of Commissioners to waive or adjust the connection requirements if the parcel is located such that service is unlikely to be extended to the parcel within the next 20 years as determined by the District. The Board of Commissioners will evaluate the petition considering:

- 1. Expansion of the system to serve the new development is considered part of the cost of the new development.
- 2. Costs for some developments will be more than others due to location and physical challenges.
- 3. Waiving connection requirements will make it increasingly more difficult and costly to serve the same development in the future.
- 4. Some required improvements may not be immediately placed into service but will greatly reduce the costs and complexity to serve the development in the future (example, building a waterline across the parcel frontage that remains dry until service is extended to the site).
- 5. A distance of approximately ½ mile is considered close enough to require connection. Longer distances to connect to the system may be appropriate for larger developments.

6. It is considered a minimum requirement to construct the system across or through the development whether they are immediately used for service or are placed into service in the future.

If the connection requirement is waived or the required system improvements cannot immediately be placed into service, the Owner may develop an alternate and temporary water supply and/or onsite sewage disposal systems in accordance with Whatcom County and State regulations after executing a "Covenant Binding Property Regarding Future Water and/or Sewer Service. [Resolution No. 757]

#### **3.4.5 Covenant Binding Property Regarding Future Water and/or Sewer Service**

The covenant runs with the land and is signed and notarized by the property owner and District General Manager. The owner records the document at the County Auditor's office and delivers the original to the District. The covenant allows the owner to develop a temporary water supply and/or onsite disposal system, restricts the owner from protesting the formation of a utility local improvement district to extend water and/or sewer to the parcel, and requires the owner to connect to the District system when service becomes available at such time as the District so determines. [Resolution No. 757]

### **3.5 Permits and Connection Charges**

#### **3.5.1 Permit Fees**

At the time the Water and/or Sewer Permit is applied for, the applicant shall pay to the District, or its designated representative, the Permit Fee in accordance with the District's current Master Fees and Charges Schedule. The Permit Fee is a component of the connection charge. Water and/or Sewer Permits are not transferable, nor are the fees or charges paid for them refundable. [Resolution No. 757, 799]

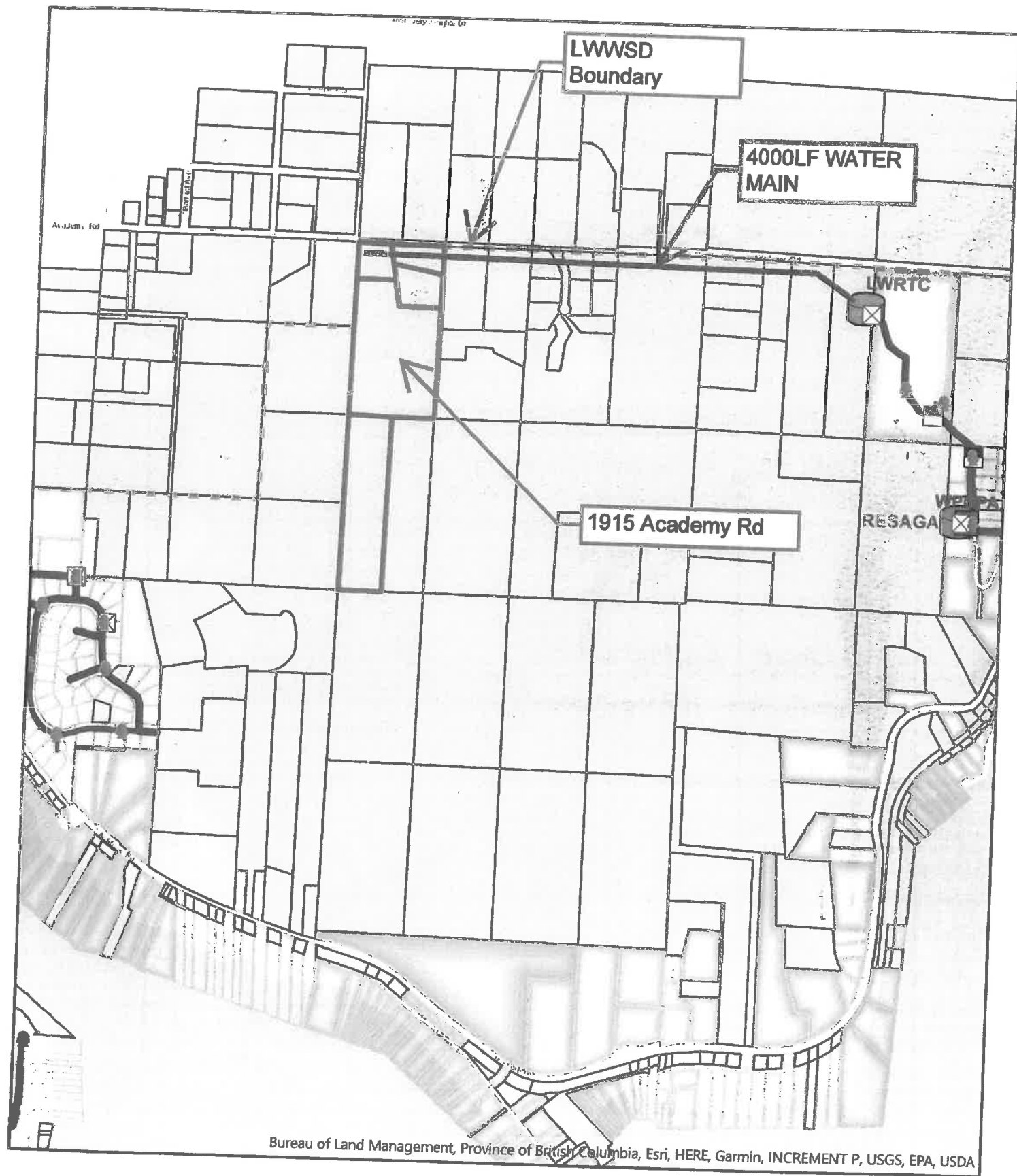
#### **3.5.2 Connection Charges**

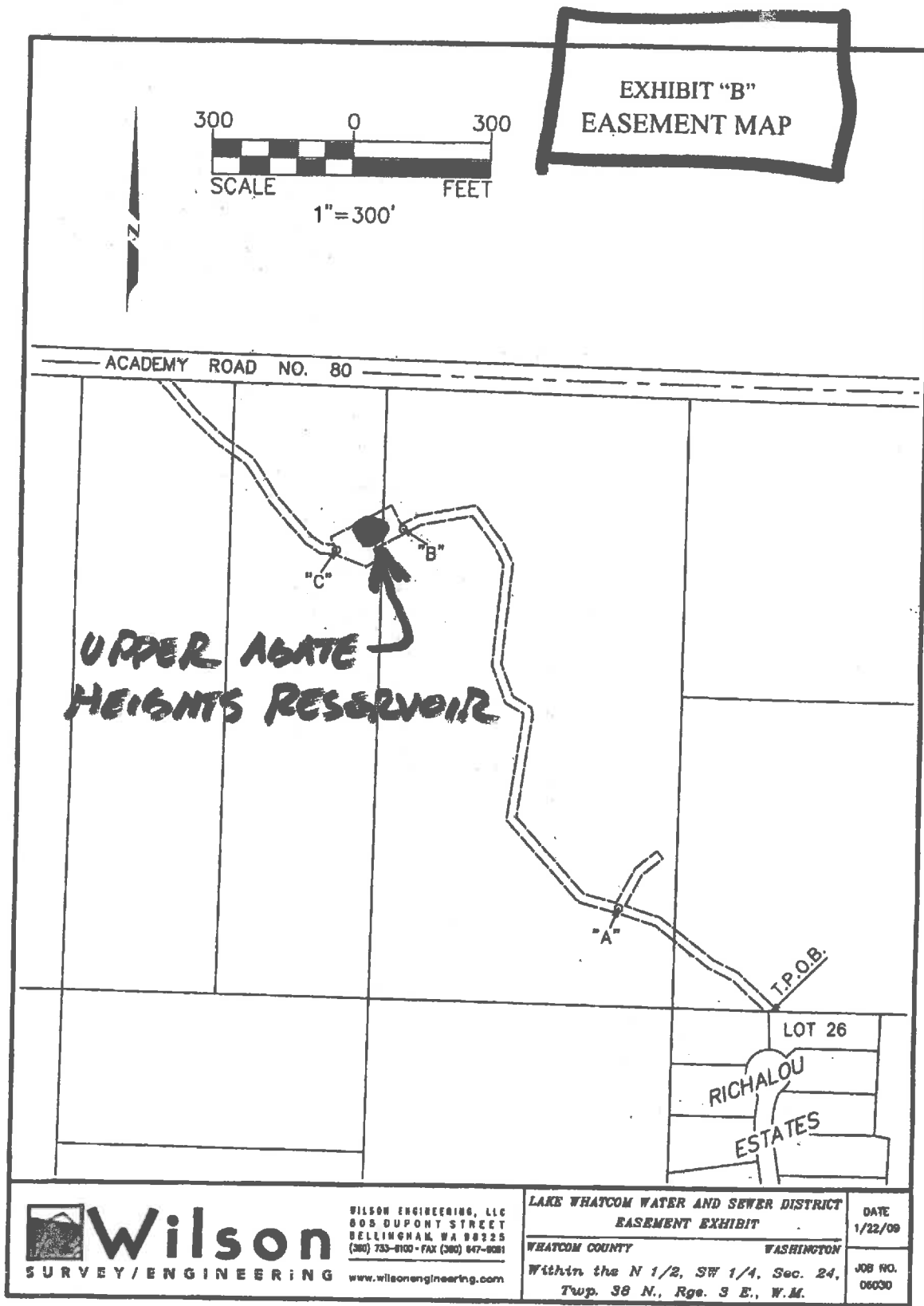
Property owners seeking to connect serviceable properties to the District's water and/or sewer system will be charged a connection fee so that they will bear an equitable share of the cost of the existing system and the cost of facilities planned for construction within the next ten years. Connection charges shall be in accordance with the District's current Master Fees and Charges Schedule and shall be collected prior to the issuance of a permit for the connection. The connection charge is applicable for the calendar year issued. Thereafter shall be subject to such additional or higher fees as may thereafter be due, if such additional or higher fees are adopted by the District and the water and/or sewer connection(s) have not been inspected and accepted by the District. [Resolution Nos. 675, 778, 799]

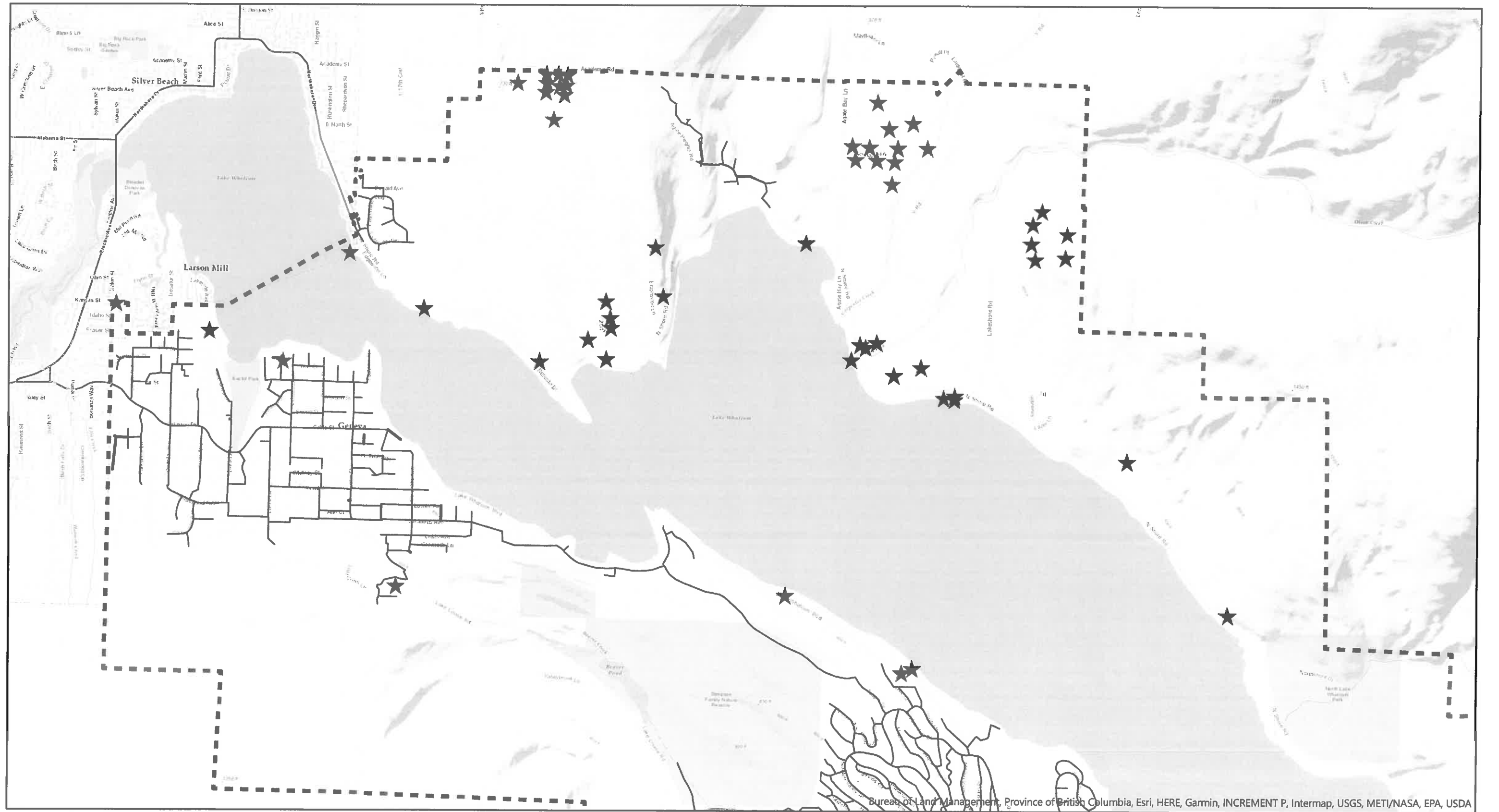
#### **3.5.3 Service Laterals**

All costs and expenses incidental to the installation and connection of a side sewer shall be borne by the property owner. The property owner shall indemnify the District for any loss or damage to the District's facilities that may result directly or indirectly from the installation of a side sewer.

Properties with service laterals that have been installed by the District may be assessed a service lateral charge. For those not assessed, the lateral shall be installed by a Bonded Side Sewer Contractor, as required, and all costs shall be borne by the property owner, including restoration of the public right of way. In the event that any property owner desires an additional lateral to be installed from the District's main to the property line, in addition to the single lateral installed by the District for the parcel, such additional laterals must be installed by a Bonded Side Sewer Contractor solely at the property owner's expense. [Resolution No. 785]







Bureau of Land Management, Province of British Columbia, Esri, HERE, Garmin, INCREMENT P, Intermap, USGS, METI/NASA, EPA, USDA



0 1,000 2,000 4,000 Feet

- ★ Covenants
- District Boundary

## Water Covenants

3/21/2017





# LAKE WHATCOM WATER AND SEWER DISTRICT

## AGENDA BILL

DATE SUBMITTED:	March 21, 2017		
TO BOARD OF COMMISSIONERS			
FROM: Patrick Sorensen	MANAGER APPROVAL <i>Patrick Sorensen</i>		
MEETING AGENDA DATE:	March 28, 2017		
AGENDA ITEM NUMBER:	5.B.		
SUBJECT:	Whatcom County Sheriff's Office, Division of Emergency Management Proposal		
LIST DOCUMENTS PROVIDED ⇒ NUMBER OF PAGES INCLUDING AGENDA BILL:	1. Draft County Contract		
	2. Exhibit "A"		
	3.		
TYPE OF ACTION REQUESTED	RESOLUTION <input type="checkbox"/>	FORMAL ACTION/ MOTION <input checked="" type="checkbox"/>	INFORMATIONAL/ OTHER <input type="checkbox"/>

### BACKGROUND / EXPLANATION OF IMPACT

At the January 25, 2017 regular meeting, Whatcom County Sheriff Bill Elfo and John Gargett from Whatcom County Division of Emergency Management spoke to the Board of Commissioners about joining the Whatcom County Emergency Management Council and contracting with the County for specialized emergency management services. The Board requested that staff provide more detailed information and time to discuss this proposal and its potential benefits to the District.

In the attached proposal (Exhibit "A") the Whatcom County Sheriff's Office, Division of Emergency Management proposes to provide the District with various services which we are not able to presently provide fully. These would include:

- Provide a **Risk Assessment & Impact Analysis (RAIA)** each year of the agreement which will identify all risks that could impact the ability of the District to deliver services;
- The RAIA evaluation will be used to initiate and update a **Risk, Safety Security, Emergency & Crisis Management Plan (R-SEC Plan)** each year;
- The County will provide exercise design to the District for at least one full-scale or functional exercise and one table-top training exercise each calendar year;
- Ongoing **Security Improvement Planning** will be provided through County staff;

- Assistance in applying for multi-million dollar Hazard Mitigation FEMA grant for use in seismic stabilization of our water tanks;
- The County will provide ongoing **Emergency Preparedness Improvement Planning**, which will include a site visit to each District (infrastructure) location and an assessment of the capacity to support needs during and following a significant emergency event (such as an earthquake, winter storm or chemical emergency). This annual site visit will include a summary report of the preparedness level for each location;
- The County will prepare an **annual Improvement Plan** that will be used by the District for planning associated with improvement to the R-SEC program described previously. This plan will be a guide for the District in terms of short term improvements that can be undertaken with existing budgets as well as a guide for capital improvements;
- Seat on the County's Emergency Management Council.

Though the District has an employee who serves as our safety officer, this is only part-time and shared with other engineering/customer service duties. Our employee's accessibility to fully develop and monitor risk assessment and emergency management planning issues on a broader level is limited. As we are staffed presently we cannot perform the functions described above without assistance and expertise. As proposed the Division of Emergency Management will serve as a consultant, using their expertise to help us in further developing and managing our existing program and efforts. Their proposal is for a three year agreement and would essentially be a "Professional Service".

#### **FISCAL IMPACT**

Initially the County proposed to perform this service for \$30,000.00 a year. In our discussions with them this amount is now \$20,000 for each of three years. This is the amount we have in the 2017 budget for this service.

#### **RECOMMENDED BOARD ACTION**

This topic is for discussion and further direction.

#### **PROPOSED MOTION**

No action is required at this time.

DRAFT

Whatcom County Contract No.

**CONTRACT FOR SERVICES AGREEMENT**  
**(Whatcom County Sheriff's Office to Provide Emergency Management Services)**

Lake Whatcom Water & Sewer District, hereinafter called Requestor and/or Contractor, and Whatcom County, hereinafter referred to as **County**, agree and contract as set forth in this Agreement, including:

Exhibit A - Scope of Work

Copies of Exhibit A is attached hereto and incorporated herein by this reference as if fully set forth herein.

The term of this Agreement shall commence on the 1st day of January, 20 17, and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the 31st day of December, 20 19.

The general purpose or objective of this Agreement is to: provide emergency management services to the Lake Whatcom Water & Sewer District in Whatcom County, WA.

The Contract Number, set forth above, shall be included on all billings or correspondence in connection therewith.

**Billings** shall be for a fixed annual cost of \$20,000.00 per year, to be billed semi-annually.

**Payment for Services.** The County shall bill the Requester for services provided and shall send billings to the Requester billing address identified in this Agreement. The Requester shall reimburse the County within 30 days of receipt of billing from the County.

**Agreement Alterations and Amendments.** The County and the Requester may mutually amend this Agreement. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind the County and the Requester.

**Assignment.** The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express written consent of the other party.

**Governing Law.** This Contract shall be governed in all respects by the laws of the State of Washington. The jurisdiction for any action hereunder shall be the Superior Court for the State of Washington. The venue of any action hereunder shall be in the Superior Court for Whatcom County, State of Washington.

**INSURANCE.** The CONTRACTOR shall obtain and keep in force during the terms of the AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the Washington State Insurance Commissioner pursuant to Title 48 RCW. The Contracting Party with the County/Requestor in this contract, shall carry for the duration of this Agreement general liability and property damage insurance with the following minimums:

Property Damage per occurrence - \$1,000,000.00

General Liability & Property Damage for bodily injury- \$3,000,000.00

A Certificate of Insurance and Endorsements must be provided that identifies the County as a named additional insured in the Contractor's insurance policy. This insurance shall be primary and shall waive all rights of subrogation. The County insurance shall be noncontributory. Proof of insurance requirements shall be provided by a Certificate of Insurance and Endorsements. Contractor must submit Certificate of Insurance and Endorsements as described above to the County prior to the commencement of any work on this project.

Failure of the Contractor to take out and/or maintain any required insurance shall not relieve the Contractor from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations concerning indemnification.

It is agreed by the parties that insurers shall have no right of recovery or subrogation against the County, including its employees and other agents and agencies. It is further agreed by the parties that insurance companies issuing the policy or policies required by this Agreement shall have no recourse against the County (including its employees and other agents and agencies) for payment of any premiums or for assessments under any form of policy. It is further agreed by the parties that any and all deductibles in the above described insurance policies shall be assumed by and be at the sole risk of the Contractor.

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance secured by the CONTRACTOR, the SHERIFF'S OFFICE will be named on all policies as an additional insured. The CONTRACTOR'S insurance required by this Section shall be in all circumstances primary to any coverage for third-party liability claims or actions provided to the SHERIFF'S OFFICE and/or the COUNTY by the County's membership in a Ch. 48.62 RCW "Risk Pool." The CONTRACTOR shall furnish the SHERIFF'S OFFICE with verification of insurance and endorsements required by the AGREEMENT. The SHERIFF'S OFFICE reserves the right to require complete, certified copies of all required insurance policies and any endorsements at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the SHERIFF'S OFFICE.

Any coverage for third party liability claims provided to WHATCOM COUNTY or its SHERIFF by a "Risk Pool" created pursuant to Ch. 48.62 RCW shall be non-contributory with respect to any policy of insurance the Contractor must provide in order to comply with this Agreement.

If the proof of insurance or certificate indicating the County is an "additional insured" to a policy obtained by the Contractor refers to an endorsement (by number or name) but does not provide the full text of that endorsement, then it shall be the obligation of the Contractor to obtain the full text of that endorsement and forward that full text to the County.

**INDEMNIFICATION.**

**A. General.** Contractor shall defend, indemnify, and hold Whatcom County, its officers, officials, employees, agents, and volunteers harmless from any and all claims, injuries, damages, losses, or suits, including all legal costs and attorney fees, arising out of or in connection with the County's performance of this Agreement, except for that portion of the injuries and damages caused by the sole negligence of Whatcom County or its officers or employees.

It is further specifically and expressly understood that the indemnification provided herein constitutes the contractor's waiver of immunity under industrial insurance, Title 51 RCW, solely for the purposes of this indemnification. The parties further acknowledge that they have mutually negotiated this waiver.

**B. Indemnification and the Public Duty Doctrine.** Contractor understands that, pursuant to the legal doctrine in Washington called the "public duty doctrine," Whatcom County, its Sheriff's Office, and its officers and employees of the Whatcom County Sheriff's Office, owe a general duty to the public and not a specific duty of protection or care to the Contractor. Contractor understands that by entering into this Agreement, the Sheriff's Office's, it's Emergency Management Staff duties are to the public in general, and neither Whatcom County, its Sheriff's Office, nor any of its officers or employees have a specific duty of protection or care to the Contractor, its employees, subcontractors, and agents, or any of its guests, or other people on the premises of the Contractor. Moreover, neither Whatcom County, its Sheriff's Office, nor any officer or employee of Whatcom County guarantees, in any way, the safety of any person or property as a result of the work performed under this Agreement. In the event of injury to any person or property, Contractor shall not assert that Whatcom County, its Sheriff's Office, or its Emergency Management Staff owed any special duty to protect persons or property or provide care for such persons or property or had any special relationship with the owner or any other person to protect persons or property. This Agreement shall in no way create a duty for Whatcom County its Sheriff's Office, or its Emergency Management Staff, or any of its officers or employees where none previously existed. In the event Whatcom County is sued, and a court determines that the public duty doctrine does not apply, or an exception to the public duty doctrine exists with relation to an injury to the person or property of any employee, subcontractor, guest, or other person on the premises of Contractor or on the public roadway which relates to the performance of this Agreement, Contractor shall specifically indemnify, hold harmless, and defend Whatcom County its Sheriff's Office, and each and every officer and employee thereof to the full extent permitted by law.

The provisions of this Indemnification provisions shall survive the expiration or termination of this Agreement.

**PARTIES ARE INDEPENDENT.** The parties agree that neither shall be considered an employee or agent of the other.

**Survival of Indemnity Obligations.** Contracting Party with the County in this contract agrees all indemnity obligations shall survive the completion, expiration or termination of this Agreement.

**Waiver:** Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this Agreement shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto. The failure of either party to insist upon strict performance of any of the covenants and agreements of this Agreement, or to exercise any option herein conferred in any one or more instances, shall not be construed to be a waiver or relinquishment of any such, or any other covenants or agreements, but the same shall be and remain in full force and effect.

**CONTRACTOR'S BUSINESS PERFORMED AT ITS OWN RISK.** Contractor shall take all necessary precautions and shall be responsible for the safety of its employees, agents, guests, and all persons on Contractor's property and invitees at all times when Emergency Management staff or Sheriff's Office personnel are performing services pursuant to this Agreement.

**EMERGENCY INTERRUPTIONS IN SERVICE.** Emergency Management Staff and Sheriff's Office personnel performing services called for in this Agreement shall at all times be subject to the rules, regulations, and policies of Whatcom County and its Sheriff's Office, and shall be required to follow the orders of supervisors and command staff. Contractor understands that Emergency Management Staff and Sheriff's Office personnel, while performing services pursuant to this Agreement may, from time to time, be required to perform traditional duties for the benefit of the greater public. Therefore, from time to time, Emergency Management Staff and Sheriff's Office personnel performing services for Contractor may be required to respond to emergencies and abandon the services being called for under this Agreement.

**Termination.** Either party may terminate this agreement upon ninety (90) days written notice to the other party.

**Compliance with Laws.** Contractor agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or in the future become applicable to Contractor's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of those operations.

**Compliance with Civil Rights Laws.** During the period of performance for this Agreement, both parties shall comply with all federal, state, and local laws nondiscrimination laws.

**MISCELLANEOUS PROVISIONS.**

**Non-Waiver of Breach.** The failure of Whatcom County to insist upon strict performance of any of the covenants and agreements contained in this Agreement, or to exercise any option conferred by this Agreement in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, agreements, or options, and the same shall be and remain in full force and effect.

**Resolution of Disputes and Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. If the parties are unable to settle any dispute, difference, or claim arising from the parties' performance of this Agreement, the exclusive means of resolving that dispute, difference, or claim, shall only be by filing suit exclusively under the venue, rules, and jurisdiction of the Whatcom County Superior Court, Whatcom County, Washington, unless the parties agree in writing to an alternative dispute resolution process. In any claim or lawsuit for damages arising from the parties' performance of this Agreement, each party shall pay all its legal costs and attorney's fees incurred in defending or bringing such claim or lawsuit, including all appeals, in addition to any other recovery or award provided by law; provided, however, nothing in this paragraph shall be construed to limit the right of the Whatcom County Sheriff's Office to indemnification under this Agreement.

**Written Notice.** All written notices required under this agreement shall be sent to the parties at the addresses listed on the signature pages of the Agreement or forwarded electronically to the emails of the parties listed, and notices shall be deemed received three (3) business days after the date sent.

**Assignment.** Any assignment of this Agreement by either party without the written consent of the non-assigning party shall be void. If the non-assigning party gives its consent to any assignment, the terms of this Agreement shall continue in full force and effect and no further assignment shall be made without additional written consent.

**Modification.** No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the Whatcom County Sheriff's Office and the Contractor.

**Severability.** If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this and the provisions of this Agreement are declared to be severable.

**Entire Agreement.** The written provisions and terms of this Agreement, together with any Exhibits or Attachments attached hereto or referenced herein, shall supersede all prior verbal statements of any officer or other representative of the Whatcom County Sheriff's Office and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner this Agreement. All of the above documents are hereby made a part of this Agreement. However, should any language in any of the Exhibits or Attachments to this Agreement conflict with any language contained in this Agreement, the terms of this Agreement shall prevail. Further, the representative signing this Agreement on behalf of Contractor swears and affirms that he or she is authorized to enter into this Agreement on behalf of Contractor and that action is binding on the Contractor.

IN WITNESS WHEREOF, the parties have executed this Agreement this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

CONTRACTOR INFORMATION

Patrick Sorensen (signature)  
General Manager  
Lake Whatcom Water & Sewer District

Date

District Legal Council

Date

Mailing Address:  
1220 Lakeway Drive  
Bellingham, WA 98229

Contact Administrator / Contact Name: Rich Munson  
Safety Officer / Engineer Technician  
Contact Phone: 360-734-9224  
Contact Email: rich.munson@lwwsd.org

WHATCOM COUNTY:  
Recommended for Approval:

Whatcom County Sheriff

Date

Approved as to form:

Prosecuting Attorney

Date

Approved:  
Accepted for Whatcom County

By: \_\_\_\_\_  
Jack Louws, Whatcom County Executive

Date

STATE OF WASHINGTON )  
 ) ss  
COUNTY OF WHATCOM )

On this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, before me personally appeared Jack Louws, to me known to be the Executive of Whatcom County, who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

\_\_\_\_\_  
NOTARY PUBLIC in and for the State of Washington, residing at \_\_\_\_\_.  
My commission expires \_\_\_\_\_.

**EXHIBIT "A"**  
**(SCOPE OF WORK)**

The Whatcom County Sheriff's Office, Division of Emergency Management (WCSO-DEM), will provide the following services to the Lake Whatcom Water & Sewer District:

**Risk Assessment and Impact Analysis (RAIA)** – The WCSO-DEM will provide a RAIA for the LWWSD to include all risks that impact the ability of the LWWSD to deliver services. This RAIA will be completed each year and presented to the LWWSD as a basis for the Risk, Safety Security, Emergency and Crisis Management Planning that is a continuing and ongoing effort.

**Risk, Safety Security, Emergency and Crisis Management Plan (R-SEC Plan)** The WCSO-DEM will provide an annual update to the R-SEC Plan for the LWWSD based upon changes from the RAIA, personnel, and regulatory requirements. This R-SEC Plan will be completed by December 31 of each year as an annual update. Changes that are required during the year (such as additional action guidelines) will be issued as needed.

**Annual Risk, Safety Security, Emergency and Crisis Management Plan (R-SEC Plan) Workshop** - The WCSO-DEM will provide an annual one-day workshop which will be held at the Whatcom Unified Emergency Coordination Center that will include each of the areas served, Facilities and public agencies that are responsible for R-SEC Planning within the LWWSD. The output of this workshop will be updated plans specific to each location, building and staff.

**Assessment and Audit Exercise Design & Conduct** - The WCSO-DEM will provide exercise design for the LWWSD to include at least one full-scale or functional exercise and one table-top exercises each calendar year. The specific locations and scenarios will be determined by LWWSD and the WCSO-DEM Project Manager.

**Lake Whatcom Water & Sewer District Security Improvement Planning** – The WCSO-DEM will provide ongoing Security Improvement Planning with the LWWSD.

**Lake Whatcom Water & Sewer District Emergency Preparedness Improvement Planning** – The WCSO-DEM will provide ongoing Emergency Preparedness Improvement Planning with the LWWSD to include a site visit to each location and an assessment of the capacity to support needs during and following a significant event such as an earthquake, winter storm or chemical emergency. This annual site visit will include a summary report of the preparedness level for each location.

**Preparation of Annual Risk, Safety Security, Emergency and Crisis Management Improvement Plan** - The WCSO-DEM will prepare an annual Improvement Plan that will be used for LWWSD planning for improvements to its R-SEC program. This plan will be the guide for the LWWSD both in terms of short term improvements that can be undertaken with existing budgets as well as a guide for capital improvements.

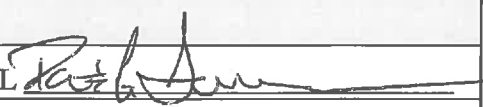
**Costs**

The cost for this scope of work is \$30,000 per year based on a three-year contract.



LAKE WHATCOM WATER AND SEWER DISTRICT

AGENDA BILL

DATE SUBMITTED:	March 21, 2017		
TO BOARD OF COMMISSIONERS			
FROM: Bill Hunter and Staff	MANAGER APPROVAL 		
MEETING AGENDA DATE:	March 28, 2017		
AGENDA ITEM NUMBER:	5.C.		
SUBJECT:	Summary of Existing District Projects		
LIST DOCUMENTS PROVIDED ⇒	1. March 2017 Summary of Existing District Projects		
NUMBER OF PAGES INCLUDING AGENDA BILL:	2.		
	3.		
TYPE OF ACTION REQUESTED	RESOLUTION <input type="checkbox"/>	FORMAL ACTION/ MOTION <input type="checkbox"/>	INFORMATIONAL/ OTHER <input checked="" type="checkbox"/>

**BACKGROUND / EXPLANATION OF IMPACT**

Staff presentation of Summary of Existing District Projects and priorities.

**FISCAL IMPACT**

Not applicable at this time.

**RECOMMENDED BOARD ACTION**

Review and discuss

**PROPOSED MOTION**

Not applicable at this time.



# LAKE WHATCOM WATER AND SEWER DISTRICT

## Summary of Existing District Projects

Meeting Date	Effective Date		Prepared by	
March 28, 2017	March 23, 2017		LE/BH	
Status of Water and System Capacities				
	South Shore ID# 95910	Eagleridge ID #08118	Agate Heights ID# 52957	Johnson Well ID# 04782
DOH Approved #	3935	85	54	2
Connected ERUs	3807	68	44	2
Remaining Capacity (ERUs)	128	17	10	0
Commitments – Not yet connected				
Permitted ERUs Under Construction	10	2	0	0
Pre-paid Connection Certificates and Expired Permits	11	0	5	0
Water Availabilities (trailing 12 months)	27	0	0	0
Subtotal	48	2	5	0
Available ERUs	80	15	5	0

<b>**Completed Capital Projects in 2017**</b>	
C1506B	Whatcom Falls Manhole Replacement

<b>**State Required Report Status**</b>						
Reporting	Name of Report & Preparer	Completed				
MONTHLY	Chlorination Report Agate Heights (Kevin)	Jan	Feb	Mar	Apr	May
		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Surface Water Treatment Rule Report (SVWTP) (Kevin)	July	Aug	Sept	Oct	Nov
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Department of Revenue (Debi)	Jan	Feb	Mar	Apr	May
		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ANNUALLY	Community Right to Know (Hazardous Materials) (Rich)	January 25, 2016				Due by March 31st
	WA State Cross Connection Report (Rich)	May 5, 2016				Due Annually May
	OSHA 300 Log (Rich)	Completed January 27, 2016				Due by Feb 1st

<b>**State Required Report Status**</b>			
Reporting	Name of Report & Preparer	Completed	When Due
ANNUALLY	Water Use Efficiency Performance Report (Kevin)	June 30, 2016	Due by July 1st
	Consumer Confidence Reports (Kevin)	May 2016	<ul style="list-style-type: none"> <li>• Geneva- 5/16</li> <li>• Sudden Valley 5/16</li> <li>• Eagleridge – 5/16</li> <li>• Agate Hghts – 5/16</li> </ul>
	Hazardous Waste Activity Report (Rich)	February 29, 2016	Due by March 31st

	Report Number of Sewer ERUs to City of Bellingham	Completed 1/15/2016	Due by January 15th
OTHER	CPR/First Aid Training (Rich)	Completed 6/10/2015	Due Biennially Next Due 2017
	Flagging Card Training (Rich)	Completed 8/3/2016	Due Triennially Next Due 2019

**SAFETY PROGRAM SUMMARY**  
*Completed by Rich Munson*

Summary of Annual Safety Training				
	Enrollments	Completions	% Complete	
Engineering - Managers	34	17	50%	
Engineering - Staff	19	19	100%	
Field Crew	184	126	68%	
Field Crew - Managers	25	2	8%	
Office Managers	37	18	48%	
Office - Staff	52	13	25%	
Weekly Crew Safety Meetings				
Safety meetings for the field crew take place every Tuesday or Wednesday at 5:00 p.m.				
Dates of Safety Committee Meetings				
January 12, 2017				
March 9, 2017				
Summary of Work-Related Injuries & Illnesses				
Year	2017	2016	2015	2014
Total Number of Work Related Injuries Defined as a work related injury or illness that results in: <ul style="list-style-type: none"><li>Death</li><li>Medical treatment beyond first aid</li><li>Loss of consciousness</li><li>Significant injury or illness diagnosed by a licensed health care professional</li><li>Days away from work (off work)</li><li>Restricted work or job transfer</li></ul>	2	0	1	1
Total Number of Work Related Injuries Defined as a work related injury or illness that results in: <ul style="list-style-type: none"><li>Death</li><li>Medical treatment beyond first aid</li><li>Loss of consciousness</li><li>Significant injury or illness diagnosed by a licensed health care professional</li><li>Days away from work (off work)</li><li>Restricted work or job transfer</li></ul>	1			
Total Number of Days of Job Transfer or Restriction (Light duty or other medical restriction)	0	0	0	
Total Number of Days Away From Work	0	0	0	

(At home, in hospital, not at work)				
Near misses	1			

Developer Extension Agreements			
<b>D1601</b>	<b>Geneva Woods Developer Extension Agreement</b>		
SCOPE	Water and sewer improvements for 6 water and sewer connections.		
SIGN DATE	7/27/2016	EXPIRATION DATE	7/27/2019
Prior to Commencing Construction		Prior to Final Acceptance	
<input type="checkbox"/> 1. District Engineer approves design <input type="checkbox"/> 2. Reimbursement of District Engineer review costs <input type="checkbox"/> 3. Copy of insurance policy <input type="checkbox"/> 4. Pay guarantee deposit <input type="checkbox"/> 5. Copies of recorded easement <input type="checkbox"/> 6. Copies of permits <input type="checkbox"/> 7. Pay conformance deposit <input type="checkbox"/> 8. Payment and performance bond <input type="checkbox"/> 9. Pay 25% general facilities fees <input type="checkbox"/> 10. Pays initial facilities inspection deposit <input type="checkbox"/> 11. District issue Notice to Proceed w/Construction		<input type="checkbox"/> 1. District inspects & approves facilities as complete. <input type="checkbox"/> 2. Record drawings <input type="checkbox"/> 3. Easements and title insurance <input type="checkbox"/> 4. Maintenance Bond <input type="checkbox"/> 5. Bill of Sale <input type="checkbox"/> 6. Latecomers Fees <input type="checkbox"/> 7. Supplemental, processing, or administrative fees <input type="checkbox"/> 8. Deliver water meters to District	
Tasks/Notes:			
<ul style="list-style-type: none"> <li>4/11/2016 Board approves DEA Application for 5 lots.</li> <li>4/14/2016 District Legal Counsel reviewing master developer extension agreement prior to delivering to the developer.</li> <li>5/25/2016 Board approved addition of 6<sup>th</sup> lot to DEA. Staff and Legal Counsel preparing DEA documents.</li> <li>7/14/2016 Plans received from developer.</li> <li>7/28/2016 DEA executed and recorded at Auditor's office</li> <li>7/28/2016 Plans transmitted to Wilson for review and comment.</li> <li>8/1/2016 Wilson completed fire flow analysis – no issues. About 3030 GPM fire flow available after improvements.</li> <li>8/16/2016 District received revised plans from developer.</li> <li>8/17/2016 Wilson reviews plans and requests copy of proposed easements for review.</li> <li>8/22/2016 District returns plan review comments and easement comments to developer.</li> <li>9/7/2016 Draft easements are good to record. Returned originals to developer for recording.</li> <li>2/21/2017 District received revised set of plans from Developer.</li> <li>3/16/2017 District returns plan review comments to Developer.</li> </ul>			

**Lake Whatcom Water & Sewer District  
Capital Improvment Projects Staff Report**

**C1308 LLR Sewer Air-Vac Valve Replacement**

*Replace iron/steel air-vac valves with nylon valves.*

**01 Administration**

- 4/3/2013 Staff solicited quotes from local suppliers. Ordered and received 9 valves from HD Supply (low quote). There are a total of 14 valves on the force main. Remaining 5 valves will be budgeted and purchased in 2014. Crews will begin installing new valves this spring.
- 10/2/2013 Crews have replaced a couple valves that failed on other forcemains using this inventory.

**C1401 Division 22 Reservoir**

*Add new Division 22 Reservoir. Funded by DWSRF Loan. Loan Amount = \$994,850 at 1.5% for 20 years + 4 years for construction. District applied for and received an additional loan amount of \$300,000. New total loan amount now \$1,297,850.*

**04 Predesign and Permitting**

- 10/2/2013 DWSRF loan contract will be executed by State on 10/8/2013. Staff will work with Grey and Osborne to prepare scope of work and fee. Scope/fee will be presented to Board tentatively at 11/13/2013 meeting for review/approval.
- 11/6/2013 Loan contract is executed. Execution date was 10/9/2013.
- 1/29/2014 Board approved scope of work and fee for Predesign work.
- 2/4/2014 Staff and G&O compiling AE agreement and exhibits for execution.
- 3/6/2014 Signed AE agreements received from consultant. District attorney doing final review. Agreements will then be executed by Patrick.
- 4/1/2014 G&O and staff had project kick-off meeting. G&O compiling list of information/data to begin predesign work. Topo survey will begin in a couple weeks.
- 5/7/2014 Consultant has performed topographic/boundary survey. Staff compiling water system data needed for consultants predesign work.
- 8/5/2014 G&O working on reservoir sizing after receiving water system data/info from staff. DOH cultural review in progress.
- 8/23/2014 Published Notice to the Public of Intent to Request Release of Funds in Bellingham Herald. This is required as part of the cultural review process. Have to wait 30 days before beginning test pits or geotechnical borings.
- 9/23/2014 Predesign progress meeting with G&O and District staff. Staff reviewed first 3 chapters of predesign report. G&O will update few minor items and continue final predesign tasks. Set goal to present predesign report to at 1st Board meeting in November.
- 3/3/2015 Staff provided G&O remaining data and info in February to complete the predesign report. G&O is scheduled to make a presentation to the Board at the 3/25/2015 meeting.
- 3/25/2015 G&O presented predesign report to board. There was overall consensus with the plan. Staff and G&O will proceed with permitting and coordination with SCVA.
- 4/30/2015 District submitted pre-application meeting packet to Whatcom County. Pre-App meeting scheduled for 11am on 5/21/2015.
- 5/21/2015 Pre-Application Meeting at Whatcom County - 11am. District and G&O attended. Reviewed permitting requirements with County staff.
- 6/1/2015 Received County's Pre-Application Meeting Findings. Staff and G&O working on Conditional Use Permit application. Staff will coordinate with County for onsite critical areas review (look for wetlands).
- 7/1/2015 Received comments from DOH on project report. G&O and staff will respond to comments. G&O and staff are working on the conditional use permit application.
- 7/29/2015 Conditional Use Permit and Variance Permit applications submitted to Whatcom County.
- 8/4/2015 Staff working with G&O on scope of work for next project phase - detailed design, plans, specs,

- estimates, and bidding.
- 9/2/2015 Whatcom County is processing Condition Use and Variance Permit application.
- 9/2/2015 G&O working to address DOH project report comments.
- 10/8/2015 County still processing CUP and Variance permits. G&O is working with State DOH to address minor comments on pre-design report.
- 12/9/2015 Hearing for CUP and Variance at 130pm in County Council Chambers.
- 12/30/2015 A Memorandum in Support of CUP and Variance Applications and a Declaration by G&O were submitted to the Whatcom County Hearing Examiner. The documents were prepared by Bob Carmichael with assistance from G&O and District staff.

**07 Design thru Bidding**

- 9/30/2015 2nd Advertisement for Bids published in Bellingham Herald and Seattle DJC
- 11/3/2015 G&O working on updated construction cost estimates and steel vs concrete technical memorandum.
- 11/24/2015 Technical memo review at Board meeting. Verified steel reservoir as original decided in the pre-design report is still the preferred alternative.
- 12/2/2015 G&O working on detailed design and plans.
- 1/5/2016 G&O continues development of detailed plans and specs.
- 2/5/2016 50% plan review with G&O and District staff/crew.
- 2/25/2016 G&O submitted revised pre-design report with updated ERU tables and responses to DOH review comments. G&O working on detailed plans and specs.
- 3/29/2016 90% plan and spec review done. Plans submitted to DOH for review. G&O working on final documents.
- 3/31/2016 Conference call with DOH indicates pre-design report for requested capacity will be approved. DOH is working on approval letter.
- 4/6/2016 G&O working on final documents. Pending completion of Commerce Dept and DOH reviews, bid advertisement dates will be set.
- 5/5/2016 1st Advertisement for Bids published in Bellingham Herald and Seattle DJC
- 5/12/2016 Advertisement for Bids published in Bellingham Herald and Seattle DJC
- 5/18/2016 Pre-bid meeting 10am
- 6/2/2016 Bid Opening 11am
- 6/8/2016 Tentative Contract Award at Board Meeting

**10 Construction**

- 8/8/2016 Contractor has begun construction work. Trees have been cut. Timber will be delivered to Sudden Valley. Contractor will remove stumps this week.
- 9/8/2016 Contractor has excavated down to footing subgrade. Geotechnical engineer reviewed site conditions. Contractor working on ring-wall footings.
- 10/17/2016 Concrete ring wall and asphalt floor pad complete. Contractor beginning to layout steel floor panels.
- 11/21/2016 Contractor is close to finishing steel work and welding.
- 12/21/2016 Tank structure fabrication and welding is done. Next task is interior coatings.
- 1/18/2017 Coordination meeting held with contractor, coatings subcontractor, Gray & Osborne, District's coatings inspector, and staff. Contractor is starting to prep for coating interior of tank.
- 2/15/2017 Contractor is about 60-percent complete with interior tank coatings.
- 3/22/2017 Contractor finished applying internal coatings. Exterior coat will be applied later in spring when weather is better. Yard piping and vault installation to begin in the next few days.

**C1407 Lowe Sewer PS VFD**

*Replace rotophase with VFD.*

**01 Administration**

- 1/5/2015 Staff obtaining quotes for VFD's from vendor. District electrician reviewing electrical panel space requirements and proposed VFD dimensions.
- 1/22/2015 VFD's received by District. District crew will install in pump station.

C1504 Reservoir Site Security

Install site security system as 1 reservoir site. Pilot project to evaluate equipment, configuration, and telemetry options.

01 Administration

- 5/4/2015 District staff have done initial research on available security camera systems and motion detection. List of equipment and options is in development. Initial pilot site will be the SVWTP.
- 12/21/2016 Staff ordered equipment. Should arrive soon. Equipment will be installed at SVWTP. Motion detection from camera system will be integrated into SCADA system for alarm monitoring by District crews.
- 1/19/2017 Equipment has been received. District staff will begin installation soon.

C1603 Marina-Tomb Stationary Generator

Install stationary emergency backup generator to serve both Marina and Tomb sewer pump stations.

01 Administration

- 4/5/2016 Issued purchase order to RH2 to assist District with sizing and selecting stationary generator from GSA. Scope also includes PLC programming to incorporation generator alarms.
- 4/6/2016 Staff coordinating with SVCA on site requirements, landscaping, screening, etc.
- 4/12/2016 District staff met onsite with SVCA staff to coordinate location, siting, and screening of stationary generator.
- 4/28/2016 RH2 finished sizing generator. Recommended generator size is 100kw. District staff is selecting generator, components, and options for purchase through GSA.
- 6/2/2016 Staff finalizing generator options and quote with GSA vendor.
- 8/4/2016 Generator and transfer switch ordered. Scheduled arrive in about 2 months.
- 10/10/2016 Generator delivered to site.
- 10/18/2016 Staff obtained permit from County for concrete slab. Crews installed transfer switch on electrical rack. Crews preparing to start on excavation and concrete forms.
- 11/21/2016 Underground electrical work done, auto-transfer switch installed, concrete slab has been poured and is curing. District crews plan to set generator on slab week of November 28.
- 12/21/2016 Generator has been installed on slab. Site work has been stabilized for winter. District crews working on completing electrical wiring and startup of generator.
- 2/15/2017 Generator and automatic transfer switch wiring is done. Crew working on generator alarm panel programming and integration with SCADA telemetry. Generator start-up should occur in the next couple weeks.
- 3/22/2017 Generator has been set and electrical wiring complete. District working with a consultant to integrate status and alarms into SCADA system.

C1605 Water System Plan Update

Update District's Water System Plan. Current edition expires 3-15-2017.

01 Administration

- 4/6/2016 Selection of consultant is part of the general engineering services RFQ.

- 5/3/2016 State DOH would like to meet with the District and consultant to coordinate the water system plan update prior to beginning work. The intent is to coordinate the scope of work for the plan update.
- 8/16/2016 Meeting with Wilson and DOH to coordination scope of work. Wilson developing scope and fee for task order.
- 9/8/2016 Wilson developed scope of work after coordination with District staff and DOH. Scope/fee will be present at next board meeting for approval.
- 9/20/2016 Task Order with Wilson Engineering executed. Wilson will start work soon.
- 2/15/2017 Wilson collecting and analyzing data for the plan update.

C1606 Replace SCADA Workstation Hardware

Replace computer hardware the runs SCADA system at shop and SVWTP.

01 Administration

- 2/4/2016 Hardware has been ordered and received. Staff working on configuration and setup of new hardware.
- 2/29/2016 Integration of the 1st of 4 replacement computers is done. Staff is in process of integrating other machines.
- 2/15/2017 Staff in process of integrating iFIX WEBSpace software on 2nd replacement computer.
- 3/22/2017 Installation of 2 of 3 machines is complete. Last machine is installed at the SVWTP, but needs an additional software driver protocol license to complete the project. Staff working with vendor to obtain additional license.

C1607 Northshore Water Quality Sampling

Water quality sampling plan to evaluate impact of existing onsite sewage disposal system at the end of Northshore road.

01 Administration

- 3/30/2016 Request for Proposals advertised in Seattle Daily Journal of Commerce
- 4/28/2016 Request for Proposal advertised in Seattle Daily Journal of Commerce
- 5/1/2016 Request for Proposals advertised in Bellingham Herald
- 5/24/2016 Proposals due 4pm. Received one proposal.
- 7/27/2016 Agreement with consultant has been executed.
- 9/8/2016 Staff received preliminary draft plan from consultant and will share with board
- 10/3/2016 Workshop with County and City to review draft sampling plan.
- 10/19/2016 Consultant working on sampling plan revisions based on workshop comments with City and County.
- 11/21/2016 Consultant will start sampling during next good rain event.

1/19/2017 Consultant performs first sampling event.

2/9/2017 Tentative 2nd sampling event.

3/22/2017 Consultant completed second round of sampling in mid-March.

## **C1610 Little Strawberry Water Leak on Bridge**

*Water main has small leak. Leak is in a section of main that is mounted to a bridge on Little Strawberry.*

### **01 Administration**

4/6/2016 Staff evaluating alternatives to get within reach of pipe to find and repair leak.

## **C1611 Country Club Sewer Pump Station**

*Rehabilitation of Country Club Sewer Pump Station.*

### **01 Administration**

4/6/2016 Selection of consultant is in conjunction with general engineering services RFQ.

8/9/2016 Staff working with BHC to develop scope of work

9/8/2016 AE agreement finalized and being routed for execution. Scope/fee was approved by board on 8/31/2016. Work to begin as soon as agreement is executed.

11/2/2016 District attended Center Condo Owner's Association board meeting to present and coordinate the project. Association gave District needed letter of authorization to pursue Whatcom County permits for construction - of either option (pump station or direction drill).

12/21/2016 AE Agreement Amendment being routed for execution that includes scope for geotech test borings to determine directional drilling feasibility. BHC and GeoEngineers are scheduling work and preparing permit applications.

### **02 Predesign**

10/11/2016 Held predesign meeting with BHC and District staff. BHC beginning preliminary design.

11/21/2016 Staff and BHC working on scope amendment to investigate horizontal direction drilling as the primary option. This option has the potential to eliminate the need for the pump station.

3/21/2017 Consultant completed 3 test bores to determine feasibility of horizontal direction drilling. They did not encounter any hard rock. One bore had sandstone the last 5 feet.

### **03 Permitting**

10/20/2016 Pre-Application meeting with Whatcom County to review anticipated permitting requirements.

11/7/2016 District and GeoEngineers met with Whatcom County Critical Areas Biologist to review potential critical areas.



12/22/2016 GeoEngineers submitted shoreline exemption permit application for test borings to Whatcom County.

## C1612 Cedar Hills Water Main Relocate

*Relocate water main for Whatcom County. County is installing stormwater treatment systems to remove phosphorus.*

### 01 Administration

- 4/6/2016 Staff coordinating with County and Wilson to relocate water main to accomodate stormwater treatment system.
- 5/3/2016 District working with County to execute an interlocal agreement to establish cost sharing terms. Agreement will be similar to recent Cable Street reconstruction project.
- 5/25/2016 Board authorizes interlocal agreement with County and fund project using the storm/sewer contingency fund.
- 6/2/2016 Staff coordinating with County and Wilson as needed.

### 10 Construction

- 8/9/2016 Water utility relocated are done. County contractor is now working on the storm water filter systems.
- 9/8/2016 Contractor still working on stormwater facilities.
- 11/21/2016 County's construction appears complete. District waiting for invoice from County.

## C1613 Northshore Water System Consolidation

*DOH water system consolidation feasibility grant to explore opportunity to consolidate small water systems.*

### 01 Administration

- 4/6/2016 District received notice that grant funding was approved for the feasibility study. Staff coordinating with DOH for grant contracts.
- 8/9/2016 Staff working with Wilson on a task order scope of work.
- 9/8/2016 Task order scope/fee approved by board on 8/31/2016. Once task order has been executed, Wilson will begin work.
- 10/19/2016 Wilson working on study.
- 12/15/2016 Staff met with Wilson to review conceptual designs, options, and costs. Staff gave Wilson feedback for them to continue with the feasibility study.
- 1/11/2017 Preliminary information was shared with the Board. Wilson will include a minimized alternate and various options for funding in the next draft of the feasibility study.

## C1701 New Tool Truck

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*Procure new tool truck from Washington State bid.*

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**01 Administration**

2/7/2017    Staff ordered new truck off state bid.

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**C1702   Office Staff Vehicle**

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*Procure office staff vehicle from Washington State bid.*

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**01 Administration**

3/2/2017    Staff ordered new vehicle off state bid.

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**C1703   Utility System Support Specialist Vehicle**

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*Procure vehicle from Washington State bid.*

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**01 Administration**

3/22/2017    Needed vehicle type not currently on state bid. Staff working to get quotes from vendors for new vehicle that meets District specifications.

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**C1704   Business Server Hardware Replacement**

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*Replace business server hardware.*

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**01 Administration**

1/18/2017    Staff met with IT consultant to review goals for 2017 and coordination of replacing server hardware. IT consultant is gathering basic system information to develop recommendations on new hardware storage space, processor power, memory, etc.

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**C1705   Geneva and Par Sewer Pump Station Improvements**

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*Sewer pump station improvements for Geneva and Par stations.*

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**01 Administration**

1/19/2017    Staff developing Request for Proposal.

1/28/2017    Request for Proposals published in Bellingham Herald.

2/17/2017    Proposals are due.

2/21/2017    Selection committee meets to review proposals.

2/23/2017    RH2 was selected and approved by the Board for the project. Staff and consultant working to execute an AE Agreement.

**C1706 Strawberry Canyon Stationary Generator**

*Install stationary generator and automatic transfer switch.*

**01 Administration**

3/8/2017 Generator order placed with vendor using federal GSA pricing available to local agencies for emergency preparedness equipment.

**03 Permitting**

2/13/2017 Staff scheduled pre-application meeting for 2/14/2017 with Whatcom County for generator concrete slab permit.

2/14/2017 Staff held pre-application meeting with County.

2/15/2017 Staff submitted application for permit from Whatcom County for generator slab.

**C1707 Level Transmitter Replacement and Beaver and Flat Car Pump Stations**

*Replace level transmitters. They are starting to lose sensitivity and will fail soon.*

**03 Permitting**

**C1708 Ball Check Valves at Airport and Beaver Sewer Pump Stations.**

*Install 2 ball check valves at Airport and 1 ball check valve at Beaver.*

1/18/2017 District crew verified measurements of existing swing check valves. Proposed ball check valves will fit. Staff will order new ball check valves.

**C1709 2017 Sewer Capacity Management Operation Maintenance**

*Includes: I&I Repairs, force main pigging, & raising manholes*

**01 Administration**

1/19/2017 Staff preparing and prioritizing list of sewer system repairs.

**C1710 Eagleridge Fire Pump Controls**

*Develop scope of work and cost estimate to update fire pump controls to meet current electrical codes.*

**01 Administration**

**C1711 SVWTP Booster Station Roof Replacement**

*Replace 25-year old cedar shingles with metal roofing on booster pump building.*

**01 Administration**

3/22/2017 Staff solicited quotes from about 10 local roofing contractors and received only two quotes. Staff is executing contract with low quote contractor to install a composition roof. Staff coordinating with SVCA on shingle color.

**C1712 SVWTP Chlorine Contact Tank Exterior Level Guage**

*Install staff gauge on exterior of tank for visual confirmation of water level depth.*

**01 Administration**

3/22/2017 Staff prepared bill of materials needed for job. Parts will be ordered when District crews are ready to begin the project later this spring or summer.

**C1713 Eagleridge Booster Pump Station PLC Re-Programming**

*Re-program PLC at Eagleridge Booster Station. Current program is proprietary and cannot be modified to better utilize sensors and controls at station.*

**01 Administration**

**C1714 SVWTP Floor Coating**

*Install slip-resistant coating on water treatment plant floor. Prioritize walkway and entryways with available budget.*

**01 Administration**

1/18/2017 Staff met with Tnemec Coatings rep at plant to get recommendations for floor coating application. Should get written recommendations from rep soon.

2/15/2017 Staff meeting with specialty contractor at SVWTP to get recommendations and cost estimate.

3/21/2017 Staff executing contract with specialty contractor to apply floor coating at SVWTP. District staff will do some basic surface prep before the contractor starts their surface grinding and coating process.

**C1715 SVWTP Chemical Feed Pumps and Benchtop Turbidimeter**

*Procure chemical feed pumps and benchtop turbidimeter.*

**01 Administration**

**C1716A Dead End Blowoffs**

*Installing new blowoffs on dead end mains*

**01 Administration**

1/19/2017 Staff researching each site to determine detailed scope of work for each location.

**C1716B Geneva Booster Station - PRV's and Backflow Assembly**

*Replace pumps at Geneva Booster Station at Scenic Ave with pressure reducing valves following hydraulic modeling verification.  
Replace old backflow assembly at City intertie.*

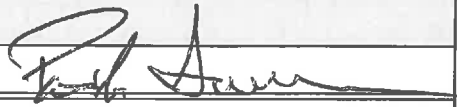
**01 Administration**

2/27/2017 Wilson prepared engineer's brief sheet that includes details PRV sizing and configuration. Staff will begin preparing a bill of materials and order parts. It is anticipated District crews will perform the work.

**Number of Projects        29**



LAKE WHATCOM WATER AND SEWER DISTRICT  
AGENDA BILL

DATE SUBMITTED:	March 28, 2017		
TO BOARD OF COMMISSIONERS			
FROM: Patrick Sorensen	MANAGER APPROVAL 		
MEETING AGENDA DATE:	March 28, 2017		
AGENDA ITEM NUMBER:	7.0		
SUBJECT:	Manager's Report		
LIST DOCUMENTS PROVIDED ⇒ NUMBER OF PAGES INCLUDING AGENDA BILL: _____	1. Manager's Report		
	2.		
	3.		
TYPE OF ACTION REQUESTED	RESOLUTION <input type="checkbox"/>	FORMAL ACTION/ MOTION <input type="checkbox"/>	INFORMATIONAL/ OTHER <input checked="" type="checkbox"/>

**BACKGROUND / EXPLANATION OF IMPACT**

Updated information from the General Manager in advance of the Board meeting.

**FISCAL IMPACT**

None

**RECOMMENDED BOARD ACTION**

None required.

**PROPOSED MOTION**

None

## General Manager Comments

March 28, 2017

### Special Board Meeting

8:00 a.m.

#### Important Upcoming Dates:

- **Meetings Associated with the Lake Whatcom Management Program:**
  - **Policy Group Meeting:** The next meeting is scheduled for May 15, 2017 at 3:00 p.m. downstairs at the Municipal Court Building in the conference room (same location as last year).
  - **Management Meeting:** There is not a meeting scheduled at this time.
- **Next Regular Board Meeting:** The next regular meeting will be held on **Wednesday, April 12, 2017** at 6:30 p.m.
- **Employee Staff Meeting:** The next staff meeting is set for **Thursday, April 13, 2017 at 8:00 a.m.** in the Board Room. Commissioner Weide is scheduled to attend this meeting but because she will be out of the area Commissioner Carter would be the next to attend.
- **Employee Safety Committee Meeting:** The next meeting is set for **April 13, 2017 at 9:00 a.m.** in the small conference room.
- **Washington Association of Sewer & Water Districts (WASWD) Section III Meeting:** The next Section III meeting will be held at the Washington Association of Sewer & Water District's Spring Conference at the Yakima Convention Center at **7:30 a.m. on April 13, 2017.**
- **Whatcom Water District's Caucus Meeting:** The next Caucus meeting is set for **April 19, 2017** at 1:00 p.m. in the Board Room.

#### Other:

- **Committee Meeting Reports as Needed:** This is a place holder for Board and staff members to report on recent committee meetings, such as the Lake Whatcom Policy Group, since the last Board Meeting.
- **Dates for Spring & Fall 2017 WASWD Conferences:** Reminder, the Spring Conference will be in Yakima April 13 - 14. The Fall Conference will be September 27 - 29 in Wenatchee. The conferences end on Fridays at noon. Commissioner Weide is scheduled to attend the Spring Conference. The General Manager will also be in attendance.
- **Annual Councils/Commission Lake Whatcom Meeting:** Reminder. The annual meeting with the City Council and County Council is scheduled to be held on Wednesday, March 29 at 6:30 p.m. in the Bellingham City Council Chambers. All available Council and Board members try and attend this meeting.

- **April 12 Meeting Date:** Both Commissioner Weide and I will not be available for this meeting as we will be at the Spring WASWD Conference in Yakima. Bill Hunter will represent the District and there will be a quorum to conduct District business.





**Lake Whatcom Cooperative Management Program  
Annual Joint Councils and Commission Meeting  
Wednesday, March 29, 2017**

Bellingham City Council Chambers  
210 Lottie Street

**Meeting Chair:** Michael Lilliquist,  
Bellingham City Council

Agenda Topic	Lead	Start Time	Minutes
<i>Pre-meeting: Staff Open House and Poster Session</i>	Staff	6:00	30
<b>1. Meeting convened</b>	Michael Lilliquist, City of Bellingham	6:30	5
<b>2. Opening comments from the jurisdictions</b> <ul style="list-style-type: none"> <li>• Kelli Linville, Mayor of Bellingham</li> <li>• Jack Louws, Whatcom County Executive</li> <li>• Patrick Sorensen, General Manager, Lake Whatcom Water and Sewer District</li> </ul>		6:35	10
<b>3. Lake Whatcom Monitoring Program Annual Report</b>	Robin Matthews, WWU	6:45	30
<b>4. Total Maximum Daily Load (TMDL) Process Update</b>	Cathy Craver, Whatcom County	7:15	15
<b>5. Presentation of the Lake Whatcom Management Program 2016 Progress Report, and Planned 2017 Activities</b> <ul style="list-style-type: none"> <li>• Capital projects</li> <li>• Homeowner Incentive Program (HIP)</li> <li>• Aquatic Invasive Species (AIS) Prevention Program</li> <li>• Land Acquisition and Management</li> <li>• Education and Public Engagement</li> </ul>	Renee LaCroix, Jason Porter, City of Bellingham; Gary Stoyka, Ingrid Enschede, Whatcom County	7:30	40
<b>6. Public comment period</b>		8:10	20
<b>7. Adjourn</b>	Michael Lilliquist, City of Bellingham	8:30	

**2017 Annual Lake Whatcom Joint Councils and Commission meeting slated for Wed., March 29.**

By Mark Gardner

The Lake Whatcom Management Program invites the public to attend the annual Lake Whatcom Joint Councils and Commission meeting on March 29, in the Bellingham City Council Chambers, 210 Lottie Street. The meeting will start at 6:30 p.m., and will be taped for later airing on BTV.

Is Lake Whatcom water quality starting to improve? What are the next steps in meeting the State Department of Ecology's requirements for reducing phosphorus and bacteria in the water? What can homeowners do to help to clean up the lake? These and other questions will be answered at this meeting, attended by members of the Bellingham City and Whatcom County Councils, and the Lake Whatcom Water and Sewer District Board.

Staff will review program progress during 2016 and describe expected activities and investments for 2017. While large public stormwater projects will continue where they have benefit, activities to improve the lake are shifting to homeowners. Staff will describe a revamped Homeowner Incentive Program (HIP). HIP is being expanded geographically, program requirements are being simplified, and incentives for homeowners will increase, with a focus on properties that directly drain to the lake or nearby streams. We'll also hear about expansion of the Aquatic Invasive Species (AIS) prevention program, which inspects boats to keep invasive plants and animals out of Lake Whatcom and other county lakes.

Public comment will occur at the end of the meeting. A detailed agenda and the 2016 Lake Whatcom Progress Report can be found on the Lake Whatcom Management Program web site at: <http://www.lakewhatcom.whatcomcounty.org>.

Before the meeting, from 6:00 to 6:30 PM, staff of the jurisdictions will hold an Open House, to include poster boards, maps, and literature. Staff will be available to answer questions from the public.

**Media Contacts:**

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