



LAKE WHATCOM WATER AND SEWER DISTRICT

1220 Lakeway Drive
Bellingham, WA 98229

REGULAR MEETING OF THE BOARD OF COMMISSIONERS

AGENDA

June 13, 2018

6:30 p.m. – Regular 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. ADDITIONS, DELETIONS, OR CHANGES TO THE AGENDA
4. CONSENT AGENDA
5. SPECIFIC ITEMS OF BUSINESS:
 - A. City of Bellingham Post Point Wastewater Treatment Plant Biosolids Project
 - B. 2018 Salary Survey Draft Review
 - C. General Manager and Operations & Maintenance Manager Recruitment Update
 - D. Commissioner Vacancy Update
 - E. Amendment to Sick Leave Policy within Personnel Policies
 - F. Retrospective Labor & Industry Ratings Program Through Washington Association of Sewer and Water Districts
 - G. 2018 Utility Protection Agreement with Sudden Valley Community Association
 - H. Proposed County Health Code 24.11 Amendment
 - I. Septic System Time for Connection
 - J. Status Update on Additional Septic Systems Near District Sewers
6. OTHER BUSINESS
7. UPCOMING DATES & ANNOUNCEMENTS
8. PUBLIC COMMENT OPPORTUNITY
9. EXECUTIVE SESSION
10. ADJOURNMENT



LAKE WHATCOM WATER AND SEWER DISTRICT

AGENDA BILL

Item 5A

DATE SUBMITTED:	June 5, 2018	MEETING DATE:	June 13, 2018
SUBJECT:	City of Bellingham Post Point Wastewater Treatment Plant Biosolids		
TO: BOARD OF COMMISSIONERS	FROM: Bill Hunter		
MANAGER APPROVAL	<u>BH</u>		
ATTACHED DOCUMENTS	Pages 5 thru 8 of the Interlocal Agreement for Sewage Services (related to capital improvements)		
TYPE OF ACTION REQUESTED	RESOLUTION <input type="checkbox"/>	FORMAL ACTION/ MOTION <input type="checkbox"/>	INFORMATIONAL /OTHER <input checked="" type="checkbox"/>

BACKGROUND / EXPLANATION OF IMPACT

City of Bellingham Assistant Public Works Director of Operations, Eric Johnston, will give a 10-15 minute briefing on where the City is headed with replacing the incinerators with a digestion process for solids handling. The City is in the early phases of preliminary design and no cost information is available at this point.

The District and City entered into an Interlocal Agreement for Sewage Services that was executed on March 27, 2014. The term of agreement is 20 years commencing January 1, 2014 and expiring December 31, 2034. As background information, attached are relevant pages from the interlocal agreement that address the District's cost share (4.8%) of Post Point Treatment Plan capital improvements.

FISCAL IMPACT

None at this time.

RECOMMENDED BOARD ACTION

None.

PROPOSED MOTION

None.

Calculate average monthly flow per ERU: $3,431,372.50 \text{ cf} \div 4,238 = 809.68 \text{ cf}$.

Conclusion: The average monthly flow per ERU does not exceed 915 cf and, therefore, no Surcharge applies.

- **Example 2 - Surcharge Applies:**

ERUs: 4,238

Annual gross flow: 350,000,000 gallons.

Convert to cubic feet: $350,000,000 \text{ gal} \div 7.48 = 46,791,443.85 \text{ cf}$.

Calculate average monthly flow: $46,791,443.85 \text{ cf} \div 12 = 3,899,286.99 \text{ cf}$.

Calculate average monthly flow per ERU: $3,899,286.99 \text{ cf} \div 4,238 = 920.08 \text{ cf}$.

Conclusion: The average monthly flow per ERU exceeds 915 cf and, therefore, the Surcharge applies to the excess flow.

Surcharge Calculation:

Maximum average monthly flow: $915 \text{ cf} \times 4,238 \text{ ER} = 3,877,870$

Maximum Annual Flow: $3,877,870 \text{ cf} \times 12 = 46,534,440 \text{ cf}$

Convert to gallons: $46,534,440 \text{ cf} \times 7.48 = 348,077,611.20$

Excess flow: $350,000,000 - 348,077,611.20 = 1,922,388.80 \text{ gal}$.

Surcharge Rate: $\$0.002073 \times 50\% = \$0.0010365 \text{ per gallon}$.

Surcharge: $1,922,388.80 \text{ gal} \times \$0.0010365 = \$1,992.55$.

6.2. Capital Contribution Charges for Major Improvements to the Post Point Treatment Plant.

6.2.1. Capital Contribution Rate Established. The District shall reimburse the City for the District's proportionate share of the costs of Major Improvements (defined below) to the Post Point Treatment Facility in an amount equal to 4.8% of Eligible Project Costs ("defined below") ("Capital Contribution Rate"). The Capital Contribution Rate of 4.8% was calculated by dividing the District's Reserve Capacity of 2,400 gpm instantaneous flow by the Post Point Treatment Plant's 2012 hydraulic capacity of 50,000 gpm instantaneous flow.

6.2.2. Major Improvements. The term "Major Improvements" means only those individual projects that meet both of the following criteria: (a) the project is for the purpose of maintaining, repairing, replacing, improving or expanding the Post Point Treatment Plant or any component thereof; and (b) the actual cost of the project is greater than or equal to Five Million Dollars (\$5,000,000). All project-related costs shall be considered in determining whether a project qualifies as a Major Improvement, including but not limited to exempt and/or ineligible costs for which the District will not be required to pay a proportionate share. The Capital Contribution Rate shall apply to all Eligible Project Costs (defined below) incurred on a Major Improvement and shall not be limited to only Eligible Project Costs in excess of Five Million Dollars (\$5,000,000).

6.2.3. Eligible Project Costs. The term "Eligible Project Costs" means all costs incurred by the City on a Major Improvement to the Post Point Treatment Plant, net of grants or other project-specific revenue, including, but not limited to, the following: cost of construction; engineering fees; staff time spent directly on engineering or project management; legal fees; land acquisition costs; and City financing costs, including consulting fees and accrued interest (through the date of District payment, if applicable - see Section 7).

6.2.4. Applicability. The Capital Contribution Charge shall apply to all Major Improvements completed after the Commencement Date of this Agreement, regardless of whether the Major Improvement was commenced before or after the Commencement Date of this Agreement. Without limiting the generality of the foregoing statement, the Capital Contribution Charge specifically applies to the Post Point Project which is in progress at the time of execution of this Agreement.

6.2.5. Exemption. The District shall not be responsible for any Major Improvement or portion of a Major Improvement undertaken for the purpose of expanding the permitted capacity (volumetric or strength) of the Post Point Treatment Plant, unless the expansion project is undertaken in whole or in part to increase the District's Reserved Capacity. For any Major Improvement that involves both exempt and non-exempt costs, the District's responsibility to pay its proportionate share shall apply solely and in proportion to non-exempt project costs.

6.3. Catastrophic Failure. The District shall pay its proportionate share of the cost of any interim services or projects undertaken for the purpose of repairing or replacing City sewage infrastructure or services that are damaged or disrupted by natural disasters or industrial accidents, including, but not limited to, fires, earthquakes, tsunamis, sea level rises, floods, train accidents, or wind events. If such loss or damage is to the City's conveyance infrastructure, the District shall pay its proportionate share of the cost as determined by the Parties in good faith and said amount shall be in addition to the Volumetric Charge. If such loss or damage is to the Post Point Treatment Plant, the District's proportionate share shall be equal to the Capital Contribution Rate and the District shall pay its proportionate share (subject to the exemption in 6.2.5 above) regardless of the cost of the project or service (i.e., the District's obligation shall not be limited to only those projects or services that would otherwise qualify as Major Improvements).

7. PAYMENT TERMS

7.1. Volumetric Charges. Volumetric Charges for service will be invoiced monthly with payment due within thirty (30) calendar days of the invoice date. Payment shall be made to the City of Bellingham, 210 Lottie Street, Bellingham, WA 98225, or at a different place as designated by the City in writing. Missed or late payments shall accrue interest at the rate of twelve percent (12%) per annum.

7.2. Capital Contribution Charges for Major Improvements to the Post Point Treatment Plant.

7.2.1. Notice.

7.2.1.1. The City shall make a good faith effort to notify the District in writing at least one (1) year (365 days) in advance of incurring substantial costs for any Major Improvement to the Post Point Treatment Plant for which the District will be required to share in the costs. The notification shall include, to the extent practicable, an estimate of Eligible Costs and the estimated dates of project commencement and completion.

7.2.1.2. The City shall provide follow-up, written notice to the District at least one (1) year (365 days) prior to issuing an invoice to the District for its share of any Major Improvements to the Post Point Treatment Plant ("Invoice Notice").

7.2.1.3. Within six (6) months of receiving an Invoice Notice, the District shall notify the City in writing of its preferred method of payment in accordance with Section 7.2.3 below.

7.2.2. Invoice. The City shall invoice the District for its proportionate share of any Major Improvement following final completion (e.g. a certificate of completion, final contract voucher, final payment or similar) of the project. Individual projects shall be separately invoiced. Payment shall be made within ninety (90) days of the date of the invoice or in accordance with any approved Payment Plan (defined below). Payment shall be made to the City of Bellingham, 210 Lottie Street, Bellingham, WA 98225, or at a different place as designated by the City in writing.

7.2.3. Payment Methods: Lump Sum; Payment Plan.

7.2.3.1. When District's total proportionate share of any Major Improvement is less than \$200,000, the District shall pay the entire amount to the City in a single cash payment within 90 days of the date of the invoice.

7.2.3.2. When the District's total proportionate share of any Major Improvement is equal to or greater than \$200,000, the District may elect to either: (a) pay the entire amount in a single cash payment due within 90 days of the date of the Invoice; or (b) request that the City consider a Payment Plan. Unless otherwise agreed, any Payment Plan shall comply with the following requirements:

- a. The term of the Payment Plan shall not exceed twenty (20) years.
- b. Payments of principal and interest shall be made monthly based on an amortization schedule.

- c. The District shall pay interest on the outstanding balance owed. Interest shall accrue as of the invoice date and no sooner. The annual interest percentage rate ("AIPR") shall be the City's applicable financing costs plus one percent (1%).
- d. There shall be no penalty for pre-payment or early payment, in full or in part, of any amounts owed under the Payment Plan.
- e. The terms and conditions of any Payment Plan shall be set forth in an inter-local agreement executed by the Parties following approval by the Bellingham City Council and the District's Board of Commissioners.
- f. Nothing in this Agreement shall be construed to authorize extension of credit contrary to the laws of the State of Washington.

If the Parties are unable to agree to the terms of a Payment Plan, the District shall pay the applicable Invoice in full in one lump sum within one hundred eighty (180) calendar days of the later of: (a) the date of the Invoice; or (b) the date of the City's written decision denying the District's request for a Payment Plan. Each party retains complete and unfettered discretion to decline to enter into a Payment Plan, in which case payment shall be made in a single lump sum as provided herein.

8. TERM OF AGREEMENT. The term of this Agreement shall be twenty (20) years commencing January 1, 2014 ("Commencement Date") and expiring December 31, 2034 ("Expiration Date"), regardless of the date of execution of this Agreement. Sewer services provided prior to the Commencement Date are subject to the terms and conditions of the prior agreement(s). It is the intent of the Parties to negotiate towards a new agreement for sewage services prior to the expiration of this Agreement. Good faith negotiations shall commence at least one year (365 days) in advance of the Expiration Date.

9. RATE MODIFICATION. All rates, including the District's Volumetric Rate, Capital Contribution Rate and AIPR shall remain constant throughout the Term of this Agreement, subject only to CPI adjustment to the extent provided herein, until modified in writing signed by the Parties. Either party may request a rate adjustment on each five-year anniversary of the Commencement Date of this Agreement. Any such request shall be delivered in writing at least 120 days prior to the next five-year anniversary date and shall include: (i) the proposed rate change(s); and (ii) the rationale therefore. The Parties shall confer in good faith regarding the proposed rate change(s). If the Parties reach agreement, the new rates shall be incorporated into this Agreement by written modification executed by the Parties. If neither party requests a rate modification, or if the parties fail to reach agreement on or before the next five-year anniversary date, then the rates shall remain unaffected, subject only to CPI adjustment to the extent provided



LAKE WHATCOM WATER AND SEWER DISTRICT

AGENDA BILL

Item 5B

DATE SUBMITTED:	June 5, 2018	MEETING DATE:	June 13, 2018
SUBJECT:	2018 Salary Survey – Review of Preliminary Draft		
TO: BOARD OF COMMISSIONERS	FROM: Bill Hunter		
MANAGER APPROVAL	<u>BH</u>		
ATTACHED DOCUMENTS	Printed copies of the survey will be provided at the meeting		
TYPE OF ACTION REQUESTED	RESOLUTION <input type="checkbox"/>	FORMAL ACTION/ MOTION <input type="checkbox"/>	INFORMATIONAL /OTHER <input checked="" type="checkbox"/>

BACKGROUND / EXPLANATION OF IMPACT

The District's consultant, Ross Ardrey with NW Management Consulting LLC, will be present to run through preliminary draft results and the details on how it was prepared with the Board. The union is concurrently reviewing the preliminary draft.

The plan is to collect union and Board comments over the next couple weeks, and then pass them on to Ross to address and finalize the survey.

FISCAL IMPACT

None at this time.

RECOMMENDED BOARD ACTION

None.

PROPOSED MOTION

None.



LAKE WHATCOM WATER AND SEWER DISTRICT

AGENDA BILL

Item 5C

DATE SUBMITTED:	June 5, 2018	MEETING DATE:	June 13, 2018
SUBJECT:	GM and O&M Manager Recruitment Update		
TO: BOARD OF COMMISSIONERS	FROM: Bill Hunter		
MANAGER APPROVAL	<u>BH</u>		
ATTACHED DOCUMENTS			
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 will give a verbal update on the recruitment process and number of applications received by Prothman.

General Manager Recruitment Schedule

Date	Topic	Notes
May 9, 2018	Prothman meets with LWWSD Board	<i>Completed.</i>
May 14, 2018	Post profile and start advertising	<i>Completed. Profile was posted on Prothman website 5/17/2018.</i>
June 17, 2018	Application Close Date	
June 18-29, 2018	Prothman screens applications & interviews top 8-12 candidates	
July 11, 2018	Work session with LWWSD Board to review semifinalists and pick finalists	
July 23-27, 2018	Final Interview Process	

Operation & Maintenance Manager Recruitment Schedule

Date	Topic	Notes
May 9, 2018	Prothman meets with LWWSD Board	<i>Completed.</i>
May 14, 2018	Post profile and start advertising	<i>Completed. Profile was posted on Prothman website 5/17/2018.</i>
June 17, 2018	Application Close Date	
June 18-29, 2018	Prothman screens applications & interviews top 8-12 candidates	
July 11, 2018	Work session with LWWSD Board to review semifinalists and pick finalists	<i>Board directed staff to wait until new GM is contracted prior to reviewing semifinalists.</i>
August 6-10, 2018	Final Interview Process	<i>Board directed staff to wait until new GM is contracted prior to interviews.</i>

FISCAL IMPACT

None.

RECOMMENDED BOARD ACTION

None.

PROPOSED MOTION

None.



LAKE WHATCOM WATER AND SEWER DISTRICT

AGENDA BILL

Item 5D

DATE SUBMITTED:	June 5, 2018	MEETING DATE:	June 13, 2018
SUBJECT:	Commissioner Vacancy Update		
TO: BOARD OF COMMISSIONERS	FROM: Bill Hunter		
MANAGER APPROVAL	<u>Bit</u>		
ATTACHED DOCUMENTS	8/29/2014 Memo from Bob Carmichael		
	Application for Commissioner Vacancy – Leslie McRoberts		
TYPE OF ACTION REQUESTED	RESOLUTION <input type="checkbox"/>	FORMAL ACTION/ MOTION <input type="checkbox"/>	INFORMATIONAL /OTHER <input checked="" type="checkbox"/>

BACKGROUND / EXPLANATION OF IMPACT

The District has 90 days to appoint a new commissioner from the date of the vacancy, which in this case would be the date Curtis' resignation became effective. There is no reprieve available. If the Board does not make the appointment in 90 days it loses the ability to do so as a board.

RCW 42.12.070(4) provides: "If a governing body fails to appoint a qualified person to fill a vacancy within ninety days of the occurrence of the vacancy, the authority of the governing body to fill the vacancy shall cease and the county legislative authority of the county in which all or the largest geographic portion of the city, town, or special district is located shall appoint a qualified person to fill the vacancy." See attached 2014 memo for additional details.

The District recently received another application for vacant commissioner position. Her application is attached.

FISCAL IMPACT

None.

RECOMMENDED BOARD ACTION

Curtis Casey's effective date of resignation was 4/1/2018. The vacancy needs to be filled within 90 days, if the Board wishes to make the appointment. The 90-day deadline is June 30, 2018 which is a Saturday.

Staff recommends the Board set a special meeting date and time to interview new candidate applications received, and select a candidate. The special meeting needs to allow enough time for the appointed commissioner and District to sign and record a certificate of appointment and oath of office with the County Auditor's office.

PROPOSED MOTION

None.

MEMORANDUM

ROBERT A. CARMICHAEL, Attorney
bob@zenderthurston.com

TO: Patrick Sorensen
FROM: Robert A. Carmichael
DATE: August 29, 2014
SUBJECT: Filling Board of Commissioner Vacancy

This is in response to your question on the process for filling a vacant position on the Board of Commissioners. I understand it is prompted by the resignation of Deborah Lambert and that her last board meeting will be September 24, 2014.

Where a position on the Board becomes vacant through resignation of one of its members, the remaining members of the Board “shall appoint a qualified person to fill the vacant position.” RCW 42.12.070(1); *see also* RCW 57.12.020. The Board has ninety (90) days from the occurrence of the vacancy to appoint a qualified person to fill the vacancy.¹

The person appointed “shall serve until a qualified person is elected at the next election at which a member of the governing body normally would be elected. The person elected shall take office immediately and serve the remainder of the unexpired term.” RCW 42.12.070(6). Commissioner Lambert’s term expires December 31, 2019. The next election at which a member of the Board normally would be elected, for which the filing period is not closed, will be the November 2015 general election. *See* RCW 29A.24.171. Whoever is appointed will serve until the November 2015 general election result, at which point the winner of the election will immediately take office to serve the remainder of Commissioner Lambert’s unexpired term, which of course may be the same person who was appointed.

Before the Board appoints a new commissioner, I recommend contacting the County Auditor’s Office. The County Auditor will supply the District with a certificate of appointment and oath of office form that must be signed and recorded with the County Auditor. You may contact Nancy Moore, Office Coordinator at the County Auditor’s Office (676-6740) for more information.

Please let me know if you have further questions. Thank you.

¹ If the Board fails to timely appoint a qualified person, then the Whatcom County Council has one-hundred (100) days from the occurrence of the vacancy to appoint a qualified person to fill the vacancy. RCW 42.12.070(4). If the County Council fails to timely appoint a qualified person, then the remaining members of the Board or the County Council may petition the Governor to fill the vacancy with a qualified person. RCW 42.12.070(5).

May 30, 2018

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

Application for Vacancy – District 4

I'm a retired Principle Information Resources Manager who had over 30 direct reports on two continents and a multi-million-dollar budget. As a systems analyst, I understand that all decisions have consequences that must be considered.

I previously served as a Commissioner of the LWWSD for 10 years and participated in the development of the most recent Water and Sewer Comprehensive Plans and was one of the founding members of the Lake Whatcom Policy Group.

I am currently serving on the Board of Directors of the Sudden Valley Community Association, and it is my opinion that these two positions are mutually exclusive. Board members of SVCA are responsible for the affairs of the corporation, for maintenance of the assets of the corporation in order to increase shareholder/member property values. Commissioners of the LWWSD oversee the activities of the District staff to ensure that they provide safe drinking water, removal of waste water, and sufficient fire flow to residents.

I am presenting this application because I believe that my experience as a Commissioner will help me get up and running quickly. I understand that things change, and new Board members bring a different point of view. I value a diversity of ideas and opinions and the range of solutions that they bring.

Thank you for your consideration.

Sincerely,

Leslie McRoberts



LAKE WHATCOM WATER AND SEWER DISTRICT

AGENDA BILL

Item 5.E

DATE SUBMITTED:	June 5, 2018	MEETING DATE:	June 13, 2018
SUBJECT:	Amendment to Sick Leave Policy within Personnel Policies		
TO: BOARD OF COMMISSIONERS	FROM: Rachael Hope		
DISTRICT ENGINEER/ACTING GM APPROVAL	BH		
FINANCE MANAGER APPROVAL			
ATTACHED DOCUMENTS	1. Paid Sick Leave Law Fact Sheet 2. Resolution 845 3. Revisions to Personnel Policy		
TYPE OF ACTION REQUESTED	RESOLUTION <input checked="" type="checkbox"/>	FORMAL ACTION/ MOTION <input type="checkbox"/>	INFORMATIONAL /OTHER <input type="checkbox"/>

BACKGROUND / EXPLANATION OF IMPACT

As of January 1, 2018, employers in Washington state must provide nearly all of their employees with paid sick leave. Initiative 1433, passed in fall 2016, changed requirements for sick leave accrual, usage, and eligibility (see attachment 1 for details). Resolution 845 will bring District Personnel Policies with respect to sick leave into conformance with the new state law. These language updates include the areas of temporary employees, sick time accrual, new employees, family member definitions, usage guidelines and guidelines for written verification of sick leave as outlined in the attached revisions document.

FISCAL IMPACT

There is currently no financial impact on the District. The District's current sick leave accrual and usage guidelines largely fall within the guidelines set forth by the Initiative, aside from providing sick leave for temporary employees.

RECOMMENDED BOARD ACTION

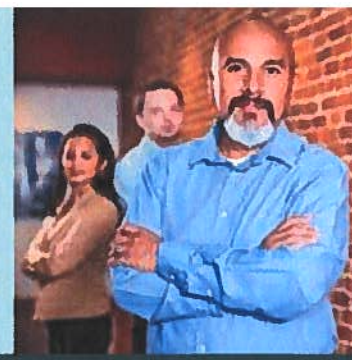
Discuss/consider Resolution 845.

PROPOSED MOTION

To adopt Resolution 845 amending the District's Personnel Policies Manual as presented.

Paid Sick Leave Law

Impacts of Initiative 1433



Initiative 1433, which was approved by Washington voters in fall 2016, contains four primary changes to state law:

- **Requires employers to provide paid sick leave** to most employees beginning Jan. 1, 2018.
- **Increases the minimum wage** over the next several years.
- **Ensures tips and service charges** are given to the appropriate staff.
- **Protects employees from retaliation** when exercising their rights under the Minimum Wage Requirements and Labor Standards Act.

Paid sick leave requirements

As of Jan. 1, 2018, employers in Washington must provide nearly all of their employees with paid sick leave.

Sign up for updates on the new requirements, training for employers and more:
www.Lni.wa.gov/Main/Listservs/WRWageHour.asp

Accrual

- Under the law, employees must accrue paid sick leave at a minimum rate of one hour for every 40 hours worked. This includes part-time and seasonal workers.
- Paid sick leave must be paid to employees at their normal hourly compensation.
- Employees are entitled to use accrued paid sick leave beginning on the 90th calendar day after the start of their employment.

- Unused paid sick leave of 40 hours or less must be carried over to the following year.
- Employers are allowed to provide employees with more generous carry over and accrual policies.

Usage

Employees may use paid sick leave:

- To care for their health needs or the health needs of their family members.
- When the employees' workplace or their child's school or place of care has been closed by a public official for any health-related reason.
- For absences that qualify for leave under the state's Domestic Violence Leave Act.

Employers may allow employees to use paid sick leave for additional purposes.

Employee eligibility

Employers must provide paid sick leave to nearly all their employees. There are a few exceptions, including employees who are doctors, lawyers or dentists. The paid sick leave law also excludes most executive managers who are paid a salary and supervise at least two full-time employees. For more information, go to: www.Lni.wa.gov/WorkplaceRights/Files/Policies/ESA1.pdf.

Online resources

Employers and employees can learn more about paid sick leave and other changes mandated by Initiative 1433 at www.Lni.wa.gov/SickLeave.

New required L&I workplace poster

Last November, employers received an updated *Your Rights as a Worker* poster in the mail. The poster includes information about the new paid sick leave requirements, minimum wage and protections for employees against retaliation. Employers must post it in a visible, accessible place at their worksite. The poster is available online in Cambodian, Chinese Simplified, Chinese Traditional, English/Spanish, Korean, Russian, Somali and Vietnamese. Go to www.Lni.wa.gov/RequiredPosters.

Minimum wage

- The minimum wage is \$11.50 per hour in 2018.
- The minimum wage applies to all jobs, including agriculture.
- Employers must pay employees age 16 and older at least \$11.50 per hour in 2018.

Employers are allowed to pay 85% of the minimum wage to employees under age 16. For 2018, this rate is \$9.78 per hour.

Please note: Seattle, Tacoma, and the City of SeaTac currently have higher minimum wage rates. The local rate applies if it is higher than the state minimum wage rate.

The initiative does not change overtime pay requirements.

- The initiative sets future minimum wage rates.
- The minimum wage will increase annually over the next two years: \$12 in 2019 and \$13.50 in 2020.
- Starting Jan. 1, 2021, minimum wage increases will be calculated by L&I using a formula tied to the rate of inflation (based on the Consumer Price Index for Urban Wage Earners and Clerical Workers - CPI-W: www.bls.gov/data).

Tips and service charges

The initiative states that an employer must pay to its employees:

- All tips and gratuities; and
- All service charges as defined under RCW 49.46.160, except those that are itemized as not being payable to the employee(s) servicing the customer.

As a reminder, tips and service charges paid to an employee may not offset the state minimum wage requirement.

Retaliation protections

The new law protects employees from retaliation for exercising their rights under the Minimum Wage Requirements and Labor Standards Act. This includes filing a complaint for wages owed, lawfully using paid sick leave or exercising protected rights.

Questions?

For more information, go to www.Lni.wa.gov/SickLeave, or contact the Employment Standards Program at L&I by phone (1-866-219-7321) or email (esgeneral@Lni.wa.gov).

More worker rights coming in 2019–20

Starting in 2020, Washington will be the fifth state in the nation to offer paid family and medical leave benefits to workers. The program will be funded by premiums paid by both employees and many employers, and will be administered by the Employment Security Department (ESD).

This insurance program will allow workers to take necessary time off when they welcome a new child into their family, are struck by a serious illness or injury, or need to take care of an ill or ailing relative. As directed by the Legislature, premium payments begin on Jan. 1, 2019 and benefits can be taken starting Jan. 1, 2020. For more information, go to www.esd.wa.gov/newsroom/paid-family-medical-leave.

LAKE WHATCOM WATER AND SEWER DISTRICT

RESOLUTION No 845

A Resolution of the Board of Commissioners

WHEREAS, the Lake Whatcom Water & Sewer District ("District") periodically reviews and updates its Personnel Policies Manual to establish new policies, and to undertake revisions and clarifications of existing policies; and,

WHEREAS, Initiative 1433 was approved by Washington voters in fall 2016, requiring paid sick leave for employees and making other related changes to Washington labor laws; and

WHEREAS, the new laws have been codified at RCW 49.46.200 and 49.46.210, and the Department of Labor & Industries has enacted related regulations at WAC 296-128-600 et seq; and,

WHEREAS, the District Board now wishes to amend portions of the Personnel Policies Manual to comply with the new laws and regulations; and

WHEREAS, the foregoing recitals are material parts of this Resolution;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Lake Whatcom Water and Sewer District, Whatcom County, Washington as follows:

Revisions to the District Personnel Policies Manual are hereby made as attached to this Resolution designated as Attachment 1 to Resolution No. 845. Attachment 1 shows the in-line edits with additions underlined and deletions crossed-through. The edits in Attachment 1 are hereby incorporated as material parts to this Resolution 845.

BE IT FURTHER RESOLVED that any resolutions or parts of resolutions in conflict herewith are hereby repealed insofar as they conflict with the provisions of this resolution.

If any section, subsection, sentence, clause or phrase of this Resolution is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this Resolution. The Board of Commissioners hereby declare that it would have passed this Resolution and each section, subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases has been declared invalid or unconstitutional, and if, for any reason, this Resolution should be declared invalid or unconstitutional, then the original Resolution or Resolutions shall be in full force and effect.

This Resolution shall become effective upon signing.

ADOPTED by the Board of Commissioners of Lake Whatcom Water and Sewer District, Whatcom County, Washington, at a Regular Meeting thereof, on the __ day of _____, 2018.

Laura Weide, Commissioner

John Carter, Commissioner

Todd Citron, Commissioner

Bruce Ford, Commissioner

Approved as to form, District legal counsel

ATTACHMENT 1

Revisions to District Personnel Policy

Section 1.05 is amended to include the following additional and revised provisions shown by underline and strikethrough marks:

District Benefits: Benefits provided above and beyond benefits required under state and federal law, such as state paid sick leave, state paid family medical leave, state workers compensation, and federal social security. District benefits may include retirement, vacation, additional sick leave, additional family medical leave, health insurance, holidays, or any other benefits.

Immediate Family: Includes the employee's parent, spouse, domestic partner, child, biological, adopted, stepchild, or legal ward, parent, brother or sister, mother or father-in-law, son or daughter-in-law, grandparent, grandchild, or other relative who lives in the employee's home. This definition only applies to Sections 3.06, Employment of Relatives (Nepotism), and 7.05, Bereavement Leave.

Temporary Employee: Employees who hold jobs of limited duration due to special projects, abnormal workloads or emergencies. Temporary employees are not eligible for District benefits. They are eligible for sick leave.

Volunteers: A volunteer is someone who is providing free service or labor to the District such as a student who is seeking experience over a limited period of time. Volunteers are not used to supplement or replace regular employees and are not eligible for District benefits or other benefits such as sick leave.

Second paragraph of Section 3.04 is hereby amended as shown by strikethrough and underline:

Compensation/Benefits: Temporary employees are eligible for overtime pay as required by law. Temporary employees normally do not receive ~~retirement, vacation, sick leave, health insurance, holidays or any other benefits during their employment~~ District benefits. The General Manager may negotiate District benefits for temporary employees on a case by case basis, considering the District's need for the employee, the employee's skills and abilities, and the estimated length of temporary employment with the District.

Paragraph six of Section 3.05 is hereby amended as shown by strikethrough and underline:

Use of Sick Leave/Vacation: Trial employees are granted vacation leave and sick leave as described in Chapter 7 of this manual. ~~sixteen (16) hours upon employment to use from the beginning of their employment, but may not use accrued sick and earned vacation until they have been employed for six (6) months. Should trial employees fail to complete the trial period, any sick leave used during this period shall be deducted from the trial employee's final pay at the General Manager's discretion.~~

Section 4.05 is hereby amended as shown by strikethrough and underline:

~~If you are absent because of illness or injury for three (3) or more successive days, you may be required to submit written documentation from your doctor at the General Manager's discretion. You will be responsible for any charges made by your doctor for this documentation. See also Chapter 7, Section 7.02 of the Personnel Policies Manual.~~

Your supervisor will make a note of any absence or lateness and the reason in your personnel file. Your attendance record will be considered when evaluating requests for promotions, transfers, leaves of absence, and time off, as well as scheduling layoffs. For absences exceeding three (3) successive days, see Chapter 7, Section 7.02, Written Verification of the Personnel Policies Manual.

Section 5.07 is further amended to include the following provisions:

Upon an employee's separation from District employment, the employee will receive regular wages for all hours that have not been paid; any overtime or holiday pay due, and payment of any accrued but unused vacation and prior approved compensatory time. A percentage of the employee's unused accrued paid sick leave balance may also be received. Temporary employees are not reimbursed for unused accrued paid sick leave as described in Chapter 7, Section 7.02 of this manual.

Section 7.02 is hereby amended as shown by strikethrough and underline, with subsection numbers added:

- 1.1. New Employees:** New employees accrue sick leave during their trial service period. ~~, but may not use more than sixteen (16) hours sick leave during their trial service period. Should the new employee not complete their trial service, any portion of the sixteen hours sick leave taken shall be reimbursed to the District from the employee's final pay.~~
- 1.2. Accrual:** Sick leave shall accrue to each regular employee at the rate of four (4) hours per 80 hour pay period which is earned after the completion of the pay period of continuous

employment with the District. The total accumulation of unused sick leave shall not exceed one thousand (1000) hours during the period of employment. No employee shall accrue sick leave benefits during periods of leave without pay.

1.3. Temporary Employees: ~~Temporary employees do not earn sick leave.~~ Temporary employees accrue one (1) hour of sick leave for every 40 hours worked. A temporary employee is eligible to use their accrued paid sick leave beginning on the 90th calendar day of their employment. A temporary employee may carry over up to 40 hours of paid sick leave into the following year. Upon separation, temporary employees are not reimbursed for unused accrued paid sick leave. If rehired within 12 months of separation, as required by state law, a temporary employee is eligible for reinstatement of unused accrued paid sick leave and their previous calendar days of employment are counted for purposes of determining eligibility to use paid sick leave.

1.4. Reasons for Sick Leave: Sick leave may be used for the following: ~~Sick leave covers those situations in which an employee is absent from work due to:~~

- The employee's mental or physical illness, injury, or health condition, including medical diagnosis, care, or treatment of the same. ~~Physical injury, disability or illness to the employee.~~
- ~~The need to care for immediate~~ Care of the employee's family members who are physically injured, disabled or ill with a mental or physical illness, injury, or health condition, including medical diagnosis, care, or treatment of the same.
- ~~The employee's, or care of the employee's family member who needs, preventive medical care such as medical, dental or optical appointments. Medical or dental appointments for the employee or immediate family.~~ Employees should try their best to schedule such appointments at times that interfere the least with the work day.
- Closure of the employee's place of business or child's school/place of care by order of a public official for any health-related reasons.
- Exposure to a contagious disease where on-the-job presence of the employee would jeopardize the health of others.
- Use of a prescription drug which impairs job performance or safety.
- To address issues related to domestic violence, sexual assault, or stalking
 - Employees may use their accrued unused paid sick leave to:
 - Seek legal or law enforcement assistance or remedies to ensure the health and safety of the employee and their family members including, but not limited to: Preparing for, or participating in, any civil or criminal legal proceeding related to or derived from domestic violence, sexual assault, or stalking.
 - Seek treatment by a health care provider for physical or mental injuries caused by domestic violence, sexual assault, or stalking.
 - Attend health care treatment for a victim who is the employee's family member.
 - Obtain, or assist the employee's family member(s) in obtaining, services from: A domestic violence shelter; a rape crisis center; or a social services program for relief from domestic violence, sexual assault, or stalking.

- Obtain, or assist a family member in obtaining, mental health counseling related to an incident of domestic violence, sexual assault, or stalking in which the employee or the employee's family member was a victim of domestic violence, sexual assault, or stalking.
- Participating, for the employee or for the employee's family member(s), in: safety planning; or temporary or permanent relocation; or other actions to increase the safety from future incidents of domestic violence, sexual assault, or stalking.
- For purposes of leave related to domestic violence, sexual assault, or stalking, family member has the following definition:
 - Any individual whose relationship to the employee can be classified as a child, spouse, parent, parent-in-law, grandparent, or person with whom the employee has a dating relationship.

1.5. Employee's Responsibilities: Sick leave is to be used only for the purposes outlined above, and is not equivalent to vacation leave. In addition, the District may call an employee in sick leave status during normal working hours to ask the employee District business related questions.

1.6. Written Verification~~Doctor's Documentation:~~ At the discretion of the General Manager, written verification may be required~~A doctor's certificate may be required~~ when an employee has used paid sick leave~~is absent~~ for more than three (3) successive days.

For care of the employee or the employee's family member, acceptable verification is a doctor's note or a signed statement by a health care provider indicating that the use of paid sick leave is for care of the employee or their family member for an authorized purpose. a period in excess of three (3) days per Chapter 4, Section 4.05 of the Personnel Policies Manual.—You will be responsible for any charges made by your doctor or health care provider. The District may also request the opinion of a second doctor at the District's expense to determine whether the employee suffers from a chronic physical or mental condition which impairs his/her ability to perform the job.

For addressing issues related to domestic violence, acceptable verification is the employee's choice of:

- A written statement that the employee or an employee's member is a victim of domestic violence, sexual assault, or stalking, and that the leave was taken to address related issues;
- A police report indicating that the employee or the employee's family member was a victim of domestic violence, sexual assault, or stalking;
- Evidence from a court or prosecuting attorney showing that the employee or the employee's family member appeared, or is scheduled to appear, in court in connection with an incident of domestic violence, sexual assault, or stalking;
- A court order of protection;

- Documentation from any of the following persons from whom an employee or an employee's family member sought assistance in addressing the domestic violence situation indicating that the employee or the employee's family member is a victim:
 - An advocate for victims of domestic violence, sexual assault, or stalking;
 - An attorney;
 - A member of the clergy; or
 - A medical professional.

If an employee believes that obtaining verification would result in an unreasonable burden or expense on the employee, the employee must contact the General Manager and indicate orally or in writing that the use of sick leave was for an authorized purpose and how the verification requirement creates an unreasonable burden or expense. The verification or any unreasonable burden or expense explanation does not need to include information explaining the nature of the condition. The General Manager will work with the employee to identify an alternative to the employee to meet the verification requirement in a way that does not result in an unreasonable burden or expense. The District may choose not to pay an employee for paid sick leave taken for such absences until verification is provided. If an employee is not satisfied with the proposed alternatives, they may consult with the Washington State Department of Labor & Industries.

~~The District may also request the opinion of a second doctor at the District's expense to determine whether the employee suffers from a chronic physical or mental condition which impairs his/her ability to perform the job.~~

1.7. Sick Leave Buyback: The District will pay into a MSA VEBA account a sum of money equal to 25% of the balance of the employee's unused sick leave on the effective day of his/her resignation or retirement, provided that the employee's total District service time is at least ten (10) years on his/her effective day of resignation or retirement. If an employee separates from employment and is rehired within 12 months of separation, unreimbursed unused accrued sick leave is reinstated.

1.8. Sick Leave Converted to Standard Pay: Employees with at least 240 banked sick leave hours on November 1 may request up to 16 hours to be converted to standard pay. A request can be made once per year between November 1 and December 31.

Paragraphs one and two of Section 7.07 are hereby amended as shown by strikethrough and underline:

The General Manager may authorize employees to donate their accrued vacation and/or sick leave to another District employee who is suffering from or who has an ~~immediate~~ family member suffering from an extraordinary or severe illness, injury, or physical or mental

condition which has caused or is likely to cause the employee to take leave without pay or to terminate his/her employment. The following conditions apply:

To be eligible to donate vacation or sick leave, the employee who donates leave must have at least eighteen (18) days, ~~one year~~ accrued sick leave, ~~and to donate sick leave and fourteen (14) days of accrued vacation leave~~ accrued to donate vacation leave ~~depending on which leave they are donating.~~. In no event shall a leave transfer result in the donor employee reducing their vacation and sick leave balances to a combined total of less than eighteen (18) days. Transfer of leave will be in increments of whole days. All donations of leave are strictly voluntary.

Section 7.11 is amended to include a third paragraph with the following provision:

If an employee is rehired within 12 months of separation, as required by state law, unreimbursed unused accrued paid sick leave is reinstated, and their previous calendar days of employment are counted for purposes of determining eligibility to use paid sick leave. If the employee has reinstated unused accrued paid sick leave, the employee may use the available paid sick leave beginning on the 90th calendar day after the start of their employment as defined by state law and per the provisions in Section 7.02 above.

Third paragraph of Section 7.12 is hereby amended to include the following provision:


Temporary Employees: Temporary employees normally are not eligible to receive benefits, including leaves, holidays and insurance, except Paid Sick leave as indicated in Section 7.02 above. The General Manager, however, may negotiate benefit packages with individuals at his/her discretion.



LAKE WHATCOM WATER AND SEWER DISTRICT

AGENDA BILL

Item 5F

DATE SUBMITTED:	6/1/2018	MEETING DATE:	6/13/2018
SUBJECT:	WASWD Group Retrospective Rating Program		
TO: BOARD OF COMMISSIONERS	FROM: Debi Denton, Finance Manager		
MANAGER APPROVAL			
ATTACHED DOCUMENTS	1. Retrospective Rating Program flyer		
	2. Resolution 847		
	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

Since 1999 current utility members of WASWD have had the option to participate in a risk pool with other Association members offering a potential cost-saving benefit through the Department of Labor and Industries.

Lake Whatcom Water and Sewer has an acceptable safety record for this program. Every year the district pays money to the Dept of L&I for each of our workers to fund the worker compensation program. By joining this rating program we would receive claims management services from a third party administrator. Costs are reduced through the timely closure of claims, discovery of over-payments and claims wrongly charged to our account. If the total of L&I claims for pool members is less than the L&I premiums paid by participants, the group receives a refund.

FISCAL IMPACT

The District's annual L&I premium for 2017 was \$28,276.63.

The historic average for refunds in the Group Retrospective Rating Program has been 21%.

The fee for the program is 4% of the L&I premiums paid which would be \$1,131.

If the refund tracks the historic average we should expect a refund of approximately \$4,500.

RECOMMENDED BOARD ACTION

See proposed motion

PROPOSED MOTION

Adopt Resolution 847 authorizing participation in Retrospective Rating Program with Washington Department of Labor & Industries by and through the Washington Association of Sewer and Water Districts as presented.

LAKE WHATCOM WATER AND SEWER DISTRICT

RESOLUTION No 847

A Resolution of the Board of Commissioners Authorizing Participation in Retrospective Rating Program with Washington Department of Labor & Industries by and through the Washington Association of Sewer and Water Districts

WHEREAS, the Washington Association of Sewer and Water Districts ("WASWD") participates in a retrospective rating program with the Washington Department of Labor and Industries ("L&I") for water and sewer districts that desire to participate; and,

WHEREAS, based upon the information provided by WASWD, it appears to be in the District's best interest to participate in the retrospective rating program; and,

NOW, THEREFORE, THE BOARD OF COMMISSIONERS OF LAKE WHATCOM WATER AND SEWER DISTRICT HEREBY RESOLVES AS FOLLOWS:

Section 1. Lake Whatcom Water and Sewer District ("District") intends to participate in the WASWD retrospective rating program with L&I. The General Manager is hereby authorized and directed to execute any and all necessary agreements and documents on behalf of the District to enter the WASWD retrospective rating program with L&I and to participate in said program on an ongoing basis.

Section 2. BE IT FURTHER RESOLVED that any resolutions or parts of resolutions in conflict herewith are hereby repealed insofar as they conflict with the provisions of this resolution.

Section 3. If any section, subsection, sentence, clause or phrase of this Resolution is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this Resolution. The Board of Commissioners hereby declare that it would have passed this Resolution and each section, subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases has been declared invalid or unconstitutional, and if, for any reason, this Resolution should be declared invalid or unconstitutional, then the original Resolution or Resolutions shall be in full force and effect.

Section 4. This Resolution shall become effective upon signing.

ADOPTED by the Board of Commissioners of Lake Whatcom Water and Sewer District, Whatcom County, Washington, at a Regular Meeting thereof, on the ____ day of JUNE, 2018.

Laura Weide, Commissioner

John Carter, Commissioner

Todd Citron, Commissioner

Bruce Ford, Commissioner

Approved as to form, District legal counsel

Retrospective Rating Program

Another Benefit of the Washington Association of Sewer & Water Districts



What

WASWD's Retrospective Rating Program offers certain members a potential cost-saving benefit through the Department of Labor & Industries (L&I), which rewards employers who minimize their industrial insurance losses. By participating in the program, your district will join other Association members in a risk pool. If total claim costs for pool members are less than the L&I premiums paid by participants, the group receives a refund.

Who

Current utility members of WASWD are encouraged to participate. Your utility must have a good safety record, with a positive loss ratio during two of the last three reporting years to qualify for our program.

Acceptance by the Department of Labor and Industries is required. To determine if your utility qualifies to participate, please call our Third Party Administrator, Tim Reid at 253-565-7854.



Educate ■ Advocate ■ Collaborate

Why

Since its inception in 1999, WASWD's Retrospective Rating Program has refunded over \$1.4 million (!!!) to participants. The historic average for refunds in the Group Retrospective Rating Program has been 21%.

We hope you will join other Association members by participating in this WASWD-sponsored benefit. Remember: this is the only program the Department of Labor & Industries offers that gives your utility the opportunity to receive a refund from your L&I premiums.

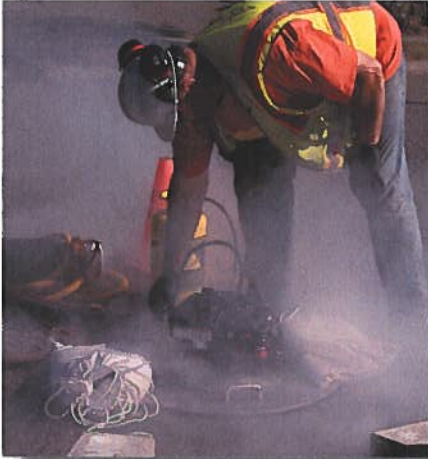


12720 Gateway Drive, Ste 204, Tukwila, WA 98168

206.246.1299 ■ 800.244.0124 ■ FAX: 206.246.1323 ■ staff@waswd.org ■ www.waswd.org

"The Retrospective Rating Program offers an excellent opportunity to receive cash back on L&I premiums at virtually no cost!"

John Thompson, Commissioner, King County Water District #125



When

Since each "plan year" is independent, an application must be submitted each year, even if you have enrolled in a prior plan. WASWD's plan runs from July 1 through June 30 of each year. WASWD accepts applications for enrollment on a quarterly basis.

Where

You must enroll through WASWD. If you are not already a member, joining WASWD should be your first step. Request the program application packet and complete all the forms and return to the WASWD administrative office.



How

Retrospective Rating is an annual renewable plan. Upon acceptance into the plan, your utility will continue to pay the usual premium to L&I during the plan year. Industrial Insurance premiums are neither raised nor reduced through your participation. However, each member now has an increased interest in keeping claim costs low. Although fair, the formula is somewhat involved. Essentially, L&I will ultimately refund the difference between premiums paid in and claim costs incurred.

Nine months after the close of the coverage period, L&I makes the first retroactive adjustment. A second adjustment is made one year later, with a third and final adjustment a year after that. After claim costs and payment of expenses, the excess premium is returned to WASWD for reimbursement to our participating members. We make the disbursement based upon a prorated/percentage formula.

Refunds and/or penalties are based upon the performance of the group as a whole, thereby minimizing risk to the individual districts. We cannot guarantee a refund, however, we can project based on past results, and those results have been positive since 1997. The purpose of our eligibility requirements is to help ensure favorable plan years.

The fee for the program is 4% of your last year's L&I premium. We will bill you upon acceptance of your application.

In addition to returned dollars, members receive claims management services from Cost Control and Report Services. By having claims managed by a third party administrator, costs are reduced through the timely closure of claims, discovery of over-payments, and claims wrongly charged to your account. Members are encouraged to bring all claim concerns to the attention of Tim Reid, Cost Control and Report Services at 253-565-7854.





LAKE WHATCOM WATER AND SEWER DISTRICT

AGENDA BILL

Item 5G

DATE SUBMITTED:	June 5, 2018	MEETING DATE:	June 13, 2018
SUBJECT:	2018 Utility Protection Agreement with SVCA		
TO: BOARD OF COMMISSIONERS	FROM: Bill Hunter		
MANAGER APPROVAL	<u>BH</u>		
ATTACHED DOCUMENTS	Draft 2018 Utility Protection Agreement		
TYPE OF ACTION REQUESTED	RESOLUTION <input type="checkbox"/>	FORMAL ACTION/ MOTION <input checked="" type="checkbox"/>	INFORMATIONAL /OTHER <input type="checkbox"/>

BACKGROUND / EXPLANATION OF IMPACT

Last year the District entered into a Utility Protection Agreement with Sudden Valley Community Association (SVCA) for fish habitat improvements to Lake Louise Creek that removed a culvert to create a natural drainage and installed a large 8-foot diameter culvert where the District water main crosses.

This year, 2018, SVCA is planning to improve about 2.8 miles of paved access roads by means of Microsurfacing which add about 3/8-inch thickness to the road surface. They are also replacing several culvert sections at several different sites in close proximity to District water and sewer infrastructure.

Attached is draft Utility Protection Agreement, using last year's agreement as a template. Staff recommends executing a new agreement with Sudden Valley to define expectations, responsibilities, and liabilities for these 2018 projects.

FISCAL IMPACT

None.

RECOMMENDED BOARD ACTION

None.

PROPOSED MOTION

Authorize staff to execute the 2018 Utility Protection Agreement with Sudden Valley Community Association as presented.

UTILITY PROTECTION AGREEMENT

This UTILITY PROTECTION AGREEMENT ("Agreement") is entered into on the ____ day of _____, 2018, by and between the Lake Whatcom Water and Sewer District, a special purpose district municipal corporation ("District") and the Sudden Valley Community Association ("SVCA"), a non-profit private community association, (individually "Party" and collectively "Parties").

RECITALS:

WHEREAS, SVCA intends to improve about 2.8-miles of paved access roads by means of Microsurfacing which adds about 3/8-inch thickness to the road surface ("Projects"); and

WHEREAS, there are approximately 39 sewer manhole covers within Microsurfacing project limits and a smaller quantity of water valve boxes; and

WHEREAS, the majority of existing sewer manhole rims and water valve box covers match or are slightly above existing asphalt grade; and

WHEREAS, SVCA does not intend to adjust manhole rims and valve box covers to finish grade as part of the resurfacing project resulting in existing sewer manhole rims and water valve box covers potentially being recessed an additional of 3/8-inch from adjacent pavement grade; and

WHEREAS, SVCA intends to replace culvert sections at 5 different sites in near proximity to District public water and/or sewer infrastructure ("Projects"); and

WHEREAS, SVCA has hired/will hire contractors and will soon commence construction of the Projects; and

WHEREAS, the Parties intend to cooperate with each other so that SVCA may efficiently complete its Projects while at the same time fully protecting and safeguarding District property and with minimal disruption to District services; and

WHEREAS, the Projects call for exposing and excavating around existing District public water and/or sewer infrastructure and protecting in-place said mains; and

WHEREAS, the SVCA contractor must also backfill around and securely re-bury the District public infrastructure; and

WHEREAS, the foregoing recitals are a material part of this Agreement;

NOW, THEREFORE, IT IS HEREBY AGREED:

1. Location of SVCA Projects.

The SVCA 2018 Resurfacing Project area is shown on attached Paving CIP Roads Map dated March 2017.

The SVCA Culvert Repairs Project locations in close proximity to District water and/or sewer infrastructure are shown on attached sheets:

- C0.1 Cover Sheet
- C3.1 Plan & Profile – Culvert Site 130/131
- C3.2 Plan & Profile – Culvert Site 166
- C3.3 Plan & Profile – Culvert Site 447.1 & 447.2

- C3.4 Plan & Profile – Culvert Site 29.1 & 29.2
- C3.5 Plan & Profile – Culvert Site 225

2. Protection of Existing District Structures, Equipment, Vegetation, Utilities, and Improvements.

SVCA and its contractor shall protect from damage the existing District water/sewer mains and related appurtenances, including structures, equipment, and improvements at or near the Project site. Contractor shall repair any damage to the existing District water/sewer mains and appurtenances resulting from failure to protect the existing District main and appurtenances, or failure to exercise reasonable care during the Project. If SVCA and its contractor fails or refuses to repair damage to the existing District main and appurtenances promptly, the District may have the necessary work performed and charge the cost to SVCA.

3. Manhole and Valve Box Covers.

Manhole rims and water valve box covers that are recessed 1.0-inch or greater from adjacent finished surface following completion of the Microsurfacing project will be adjusted to grade by the District. It is anticipated that the quantity of adjustments will be small, but the actual quantity will not be known until the completion of the resurfacing project. The District, at its option, may choose to adjust rim/cover elevations using District labor, equipment, and material, or contract for the public work. The District will submit an invoice for the costs incurred for rim and cover adjustments. SVCA will reimburse the District for rim and cover adjustments.

4. Pre-Construction and Construction Information and Protocols.

SVCA shall provide a qualified full-time inspector from Wilson Engineering on-site at all times when contractor is excavating or backfilling near public water and/or sewer mains. This full-time inspector shall report to and take direction from the District in overseeing the aforementioned activities. SVCA shall notify the District 24-hours in advance of excavations occurring in the proximity of water and/or sewer mains or appurtenances.

5. Insurance.

SVCA shall take out and maintain during the life of this Agreement Liability Insurance for bodily injury and property damage liability, including without limitation, coverage for explosion, blasting, collapse and destruction of underground utilities and contingent liability, including products and completed operations and blanket contractual liability, as shall protect the SVCA, the District and its consultants. SVCA shall provide the District a signed certificate of insurance and CG 2026 additional insured endorsement naming the District and its consultants specifically as additional insured in said policies, all at no cost to the District. SVCA shall also require its contractor and subcontractors to provide the same certificate and endorsement naming the District as an additional insured. The insurance shall cover the District and its consultants for claims or damages for bodily injury, including wrongful death, as well as other claims for property damage, which may arise from operations under this Agreement whether such operations by SVCA, its contractor, or by any subcontractor or anyone directly or indirectly employed by them.

The amount of such insurance shall be as follows:

Commercial general liability insurance in an amount not less than two million dollars (\$2,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate in any one year.

SVCA shall not cause any policy to be canceled or permit it to lapse, and all policies shall include a clause to the effect that the policy or certificate shall not be subject to cancellation or to a reduction in the required limits of liability or amounts of insurance or any other material change until notice has been mailed to SVCA stating when, not less than thirty (30) days thereafter, such cancellation or reduction or change shall be effective. SVCA will immediately provide written notice to the District should any of the insurance policies evidenced on its Certificate of Insurance form be cancelled, limited in scope, or not renewed upon expiration. In the event the District or SVCA receives notice of cancellation, SVCA shall immediately obtain other comparable insurance acceptable to the District and provide proof thereof to the District. In the event the Association is unable to obtain and provide such insurance, they shall immediately cease all work on the Project related to the Water Main Work Area, save and except that which is necessary to secure the site and prevent injury.

All certificates of insurance, authenticated by the proper officer of the insurer, shall state in particular those insured, the extent of the insurance, the location and operations to which the insurance applies, the expiration date, and the above-mentioned notice of cancellation clause. SVCA shall provide a copy of insurance policy as well as the signed certificate of insurance and CG 2026 additional insured endorsement to the District prior to commencing construction.

6. Indemnification.

SVCA shall indemnify and hold harmless the District and the District's agents and employees from and against any and all claims, losses, liabilities, causes of action, lawsuits, judgments and expenses (including reasonable attorneys' fees) (the "Claims") to the extent such Claims arise out of any act or omission on the part of SVCA, its contractors, subcontractors, employees and agents which pertain to design or construction work on the Project in the Water Main Work Area. If the Claims are caused by or results from the concurrent negligence of (a) SVCA or its officers, employees or agents and (2) the District, its officers, employees or agents, this indemnity provision shall be enforceable only to the extent of the negligence of SVCA, its officers, employees, or agents.

7. Permits and Code Compliance/Enforcement.

SVCA shall obtain all necessary permits and approvals. SVCA shall provide the District with a copy of all such permits and approvals required for the work before construction begins. Construction shall proceed in accordance with all permits, approvals, and other governmental requirements, including the Whatcom County Development Standards and District administrative code requirements. The District reserves the right to cancel, suspend, or not renew this Agreement in the event that SVCA, or its contractor, subcontractors, or agents, are not in compliance with this Agreement, the terms of any permits and approvals, the Whatcom County Development Standards, the District administrative code, or other governmental requirements. SVCA shall be liable to the District for any applicable fines, penalties, or damages, or cost assessments due for violation of the District administrative code or any District standards in the course of completing the Project, which shall be in addition to and in no way limit the District from availing itself of any other remedies available in law or equity.

8. Independent Entities.

Neither SVCA nor the District shall assume any liability for the direct payment of any salary, wages, or other compensation to the other Party's personnel performing services hereunder or for any other liability not expressly assumed herein.

8. Nonwaiver of Breach. Failure of any Party at any time to require performance of any provision of this Agreement shall not limit such Party's right to enforce such provision, nor shall any waiver of any breach of any provision of this Agreement constitute a waiver of any succeeding breach of such provision or a waiver of such provision itself.
9. Expenses and Attorneys' Fees. The prevailing Party in any action brought to enforce any terms and conditions of this Agreement shall be entitled to the recovery of their reasonable attorney's fees, costs and expenses.
10. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. Venue for any lawsuit filed shall lie exclusively in Whatcom County Superior Court.
11. No Third-Party Rights Created. This Agreement is made entirely for the benefit of the District and SVCA only. No third party shall have any rights hereunder, whether by agency or as a third-party beneficiary or otherwise.
12. Complete Agreement – Modification Must be in Writing. This Agreement constitutes the entire agreement as to the matters contained herein. No oral or written statements shall be considered a part of this Agreement unless expressly incorporated herein in writing. This Agreement may be modified in writing only, upon mutual agreement of the Parties or the successors in interest.
13. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
14. Notices. All notices or demands to be given by any Party to any other Party pursuant to this Agreement shall be deposited in the United States mail, postage prepaid, by certified or registered mail, return receipt requested, and addressed to the Party at issue. Notices and demands sent by mail shall be deemed to have been given and delivered when properly mailed and the postmark affixed by the United States Post Office shall be conclusive evidence of the date of mailing.
15. Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which together will constitute a single agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective authorized officers or representatives as of the day and year written above.

Lake Whatcom Water and Sewer District

Sudden Valley Community Association

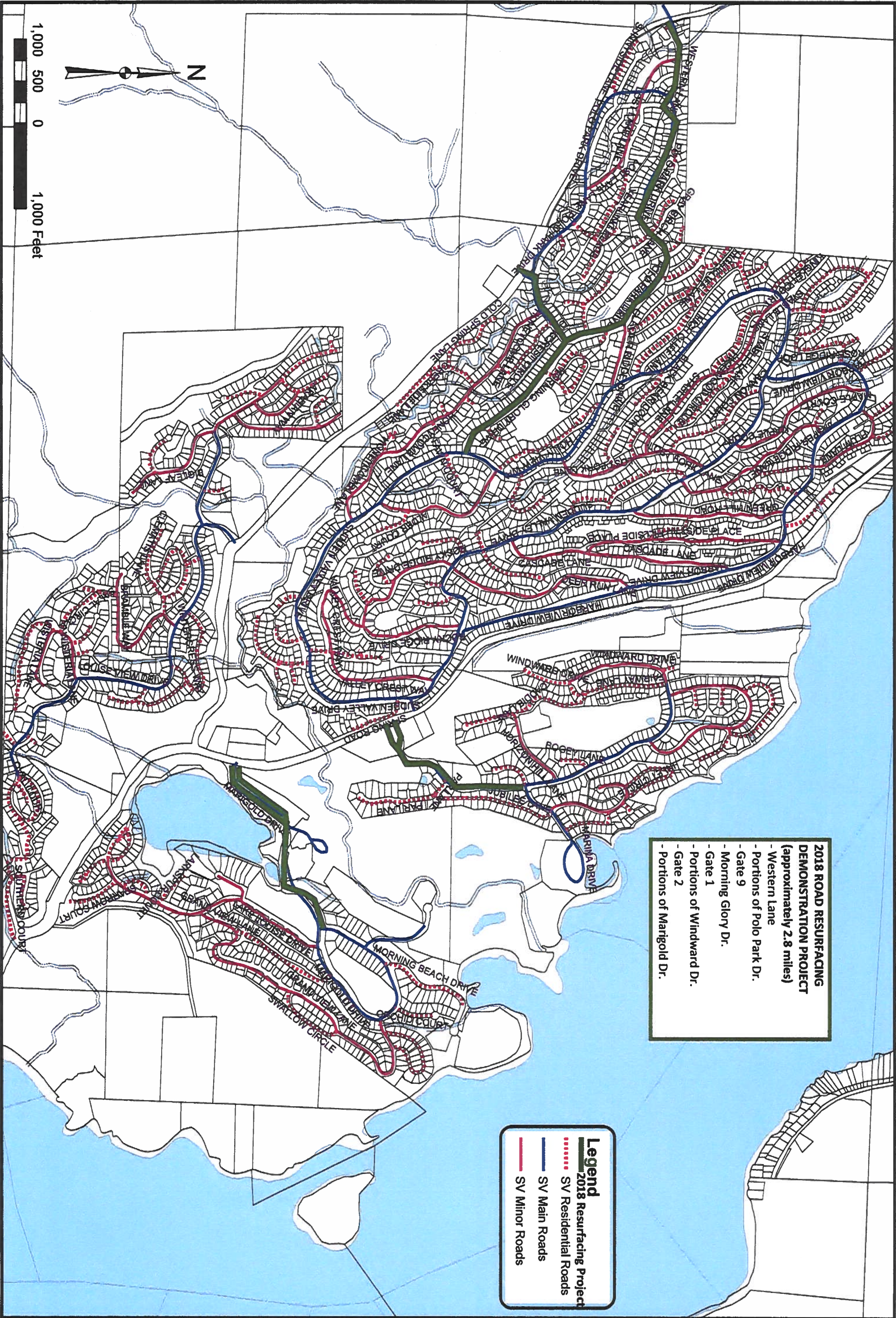
By: Bill Hunter, PE
Its: Interim General Manager

By: _____
Its: _____

Approved as to Form:

Robert Carmichael
District Legal Counsel

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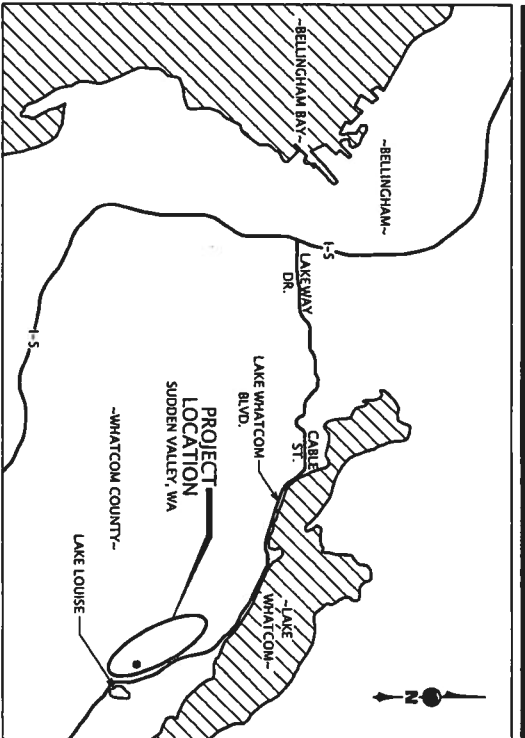
**2018 ROAD RESURFACING
DEMONSTRATION PROJECT**
(approximately 2.8 miles)

- Western Lane
- Portions of Polo Park Dr.
- Gate 9
- Morning Glory Dr.
- Gate 1
- Portions of Windward Dr.
- Gate 2
- Portions of Margold Dr.

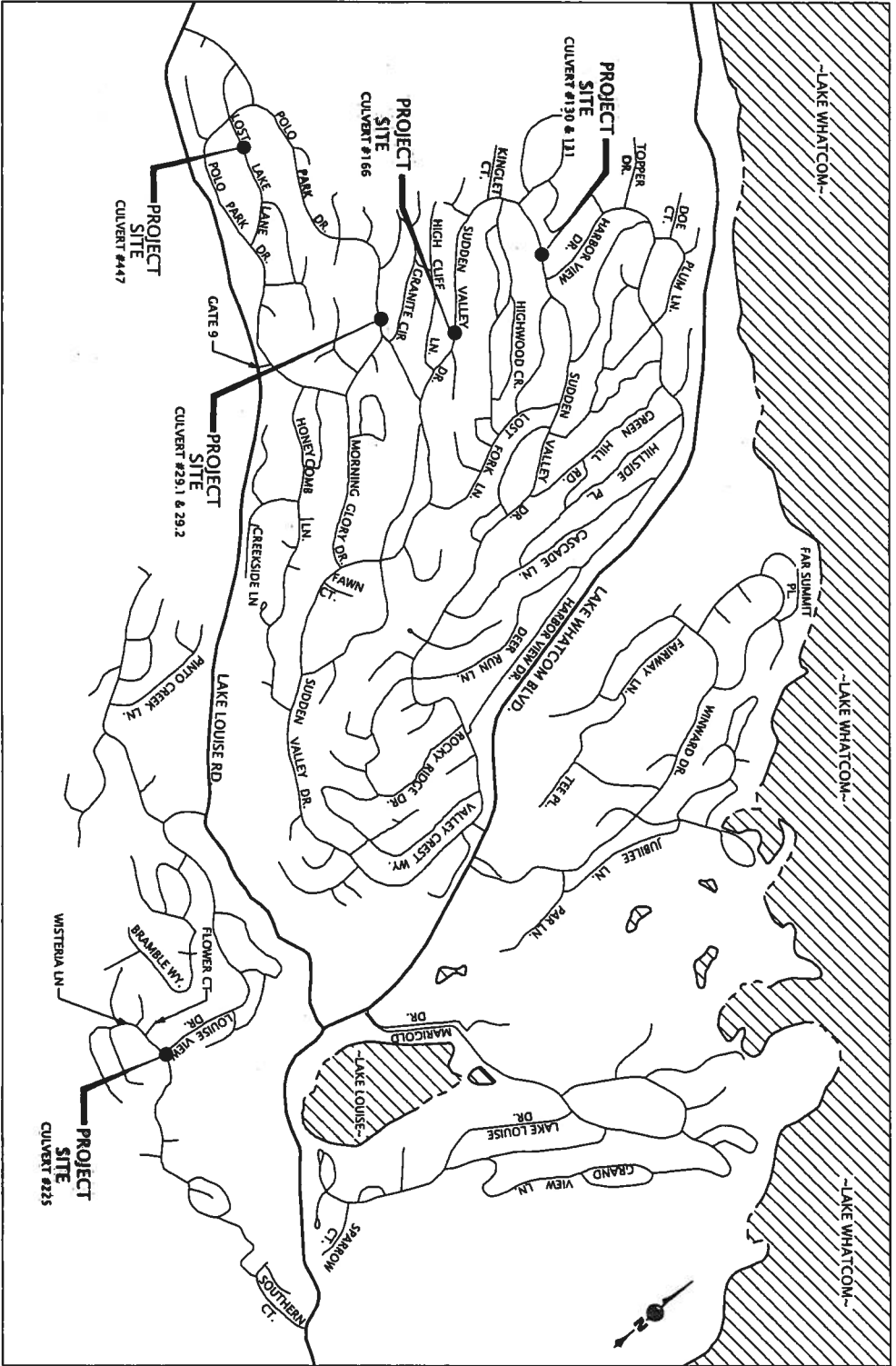
Legend
2018 Resurfacing Project

- SV Main Roads
- SV Residential Roads
- SV Minor Roads

Sudden Valley Community Association
2018 CULVERT REPAIRS



VICINITY MAP - NOT TO SCALE



INDEX TO DRAWINGS	
COVER SHEET	LEGEND & ABBREVIATIONS
SHEET C0.1	EXISTING CONDITIONS - CULVERT SITES 130 & 131
SHEET C0.2	EXISTING CONDITIONS - CULVERT SITE 166
SHEET C1.1	EXISTING CONDITIONS - CULVERT SITE 447.1 & 447.2
SHEET C1.2	EXISTING CONDITIONS - CULVERT SITES 29.1 & 29.2
SHEET C1.3	EXISTING CONDITIONS - CULVERT SITE 225
SHEET C1.4	EXISTING CONDITIONS - CULVERT SITE 225
SHEET C1.5	EXISTING CONDITIONS - CULVERT SITE 225
SHEET C2.1	T.E.S.C. NOTES
SHEET C2.2	T.E.S.C. DETAILS
SHEET C3.1	PLAN & PROFILE - CULVERT SITE 130 & 131
SHEET C3.2	PLAN & PROFILE - CULVERT SITE 166
SHEET C3.3	PLAN & PROFILE - CULVERT SITE 447.1 & 447.2
SHEET C3.4	PLAN & PROFILE - CULVERT SITE 29.1 & 29.2
SHEET C3.5	PLAN & PROFILE - CULVERT SITE 225
SHEET C4.1	DETAILS
SHEET C4.2	DETAILS
SHEET C4.3	DETAILS
SHEET C5.1	LANDSCAPE PLAN, SCHEDULE & DETAILS

NO.	REVISIONS	BY	DATE

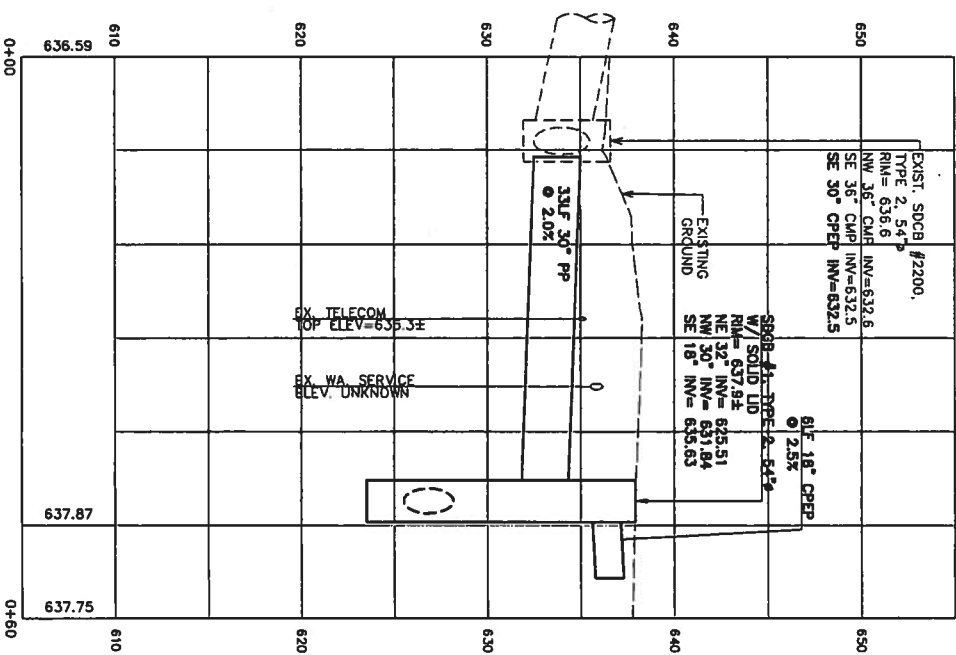
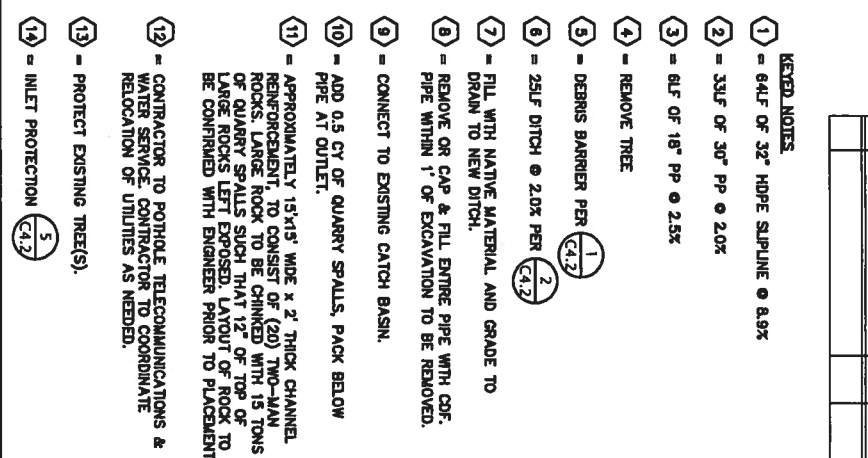
CALL TWO BUSINESS DAYS BEFORE YOU DIG 1-800-424-5555 (After 5:00 PM, Monday - Friday)

PERMIT SET

SHEET C0.1 OF 18	DATE 3-20-2018	SUDDEN VALLEY COMMUNITY ASSOCIATION		DESIGNED BY RCW
	SCALE AS SHOWN	BELLINGHAM	WASHINGTON	DRAWN BY JRF/RDN/JGS
	JOB NUMBER 2017-015	2018 CULVERT REPAIRS COVER SHEET		CHECKED BY -



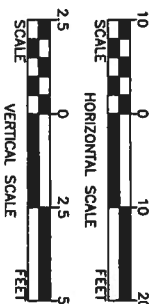
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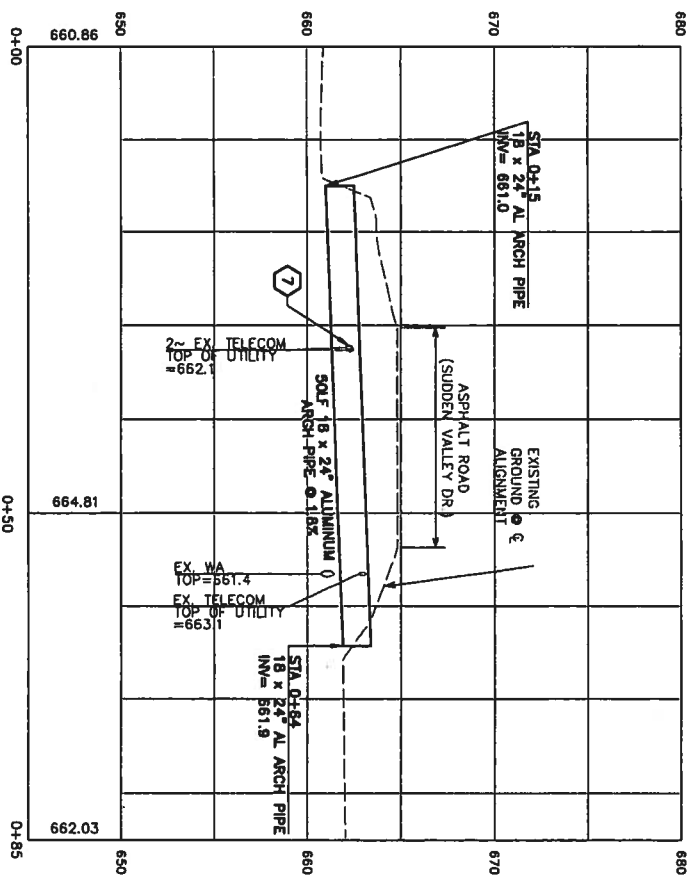
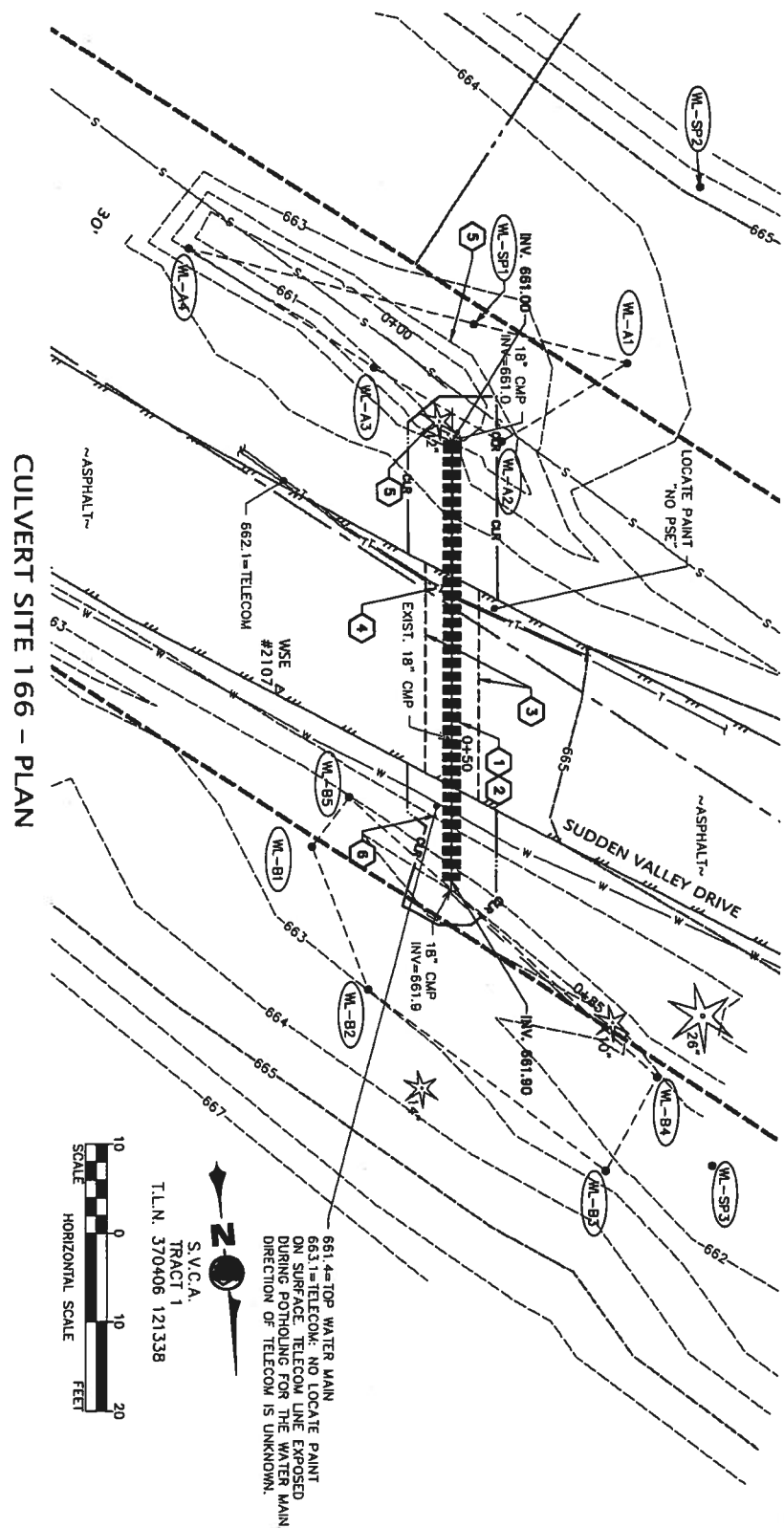
SECTION A-A

1. CONTRACTOR TO SUBMIT PLAN FOR RE-ROUTING STORMWATER AROUND WORK AREAS FOR APPROVAL BY ENGINEER. PLAN TO BE SUBMITTABLE FOR 2-YEAR STORM, 5.24 CFS.
2. CONTRACTOR TO VERIFY EXISTING PIPE ELEVATION FOR SLURPER AT NEW CATCH BASIN PRIOR TO ORDERING.
3. A MINIMUM OF ONE LANE TO REMAIN OPEN TO TRAFFIC AT ALL TIMES.
4. LAKE WHATSON WATER AND SEWER DEPARTMENT ENGINEER WILL PREPARE RELOCATION WORK IF NEEDED. DISTRICT REQUIRES A MINIMUM OF 1 WEEK NOTICE TO PERFORM WORK. SUPPLY POTHOLE INFORMATION TO DISTRICT AS EARLY AS FEASIBLE.

1. PROFILE ALIGNMENT ALONG THALWEG OF EXISTING CHANNEL.



**TWO BUSINESS DAYS
BEFORE YOU DIG
1-800-424-5555**
UNLESS OTHERWISE INDICATED



CULVERT SITE 166 - PROFILE



- KEYED NOTES:**
- ①** = REMOVE 40 LF OF 18" CMP STORM DRAIN
 - ②** = 50 LF OF 24 X 18" CORRUGATED ALUMINUM RIGID PIPE
 - ③** = SAWCUT PAVEMENT
 - ④** = TELECOMMUNICATIONS TO BE RELOCATED BY OTHER COMPANIES. CONTRACTOR TO COORDINATE RELOCATION OF UTILITIES.
 - ⑤** = PROTECT EXISTING TREE
 - ⑥** = PROTECT WATER MAIN IN PLACE

SHEET NOTES

1. A MINIMUM OF ONE LANE TO REMAIN OPEN TO TRAFFIC AT ALL TIMES FOR LOCAL ACCESS.
2. CONTRACTOR TO SUBMIT PLAN FOR RE-ROUTING STORMWATER AROUND WORK AREAS FOR APPROVAL BY ENGINEER. PLAN TO BE SUITABLE FOR 2-YEAR STORM, 10.21 CFS.

NO.	REVISIONS	BY	DATE
1	CHANNEL GRADING	RCW	6/16/16

PERMIT SET

**CALL
TWO BUSINESS DAYS
BEFORE YOU DIG
1-800-424-5555**

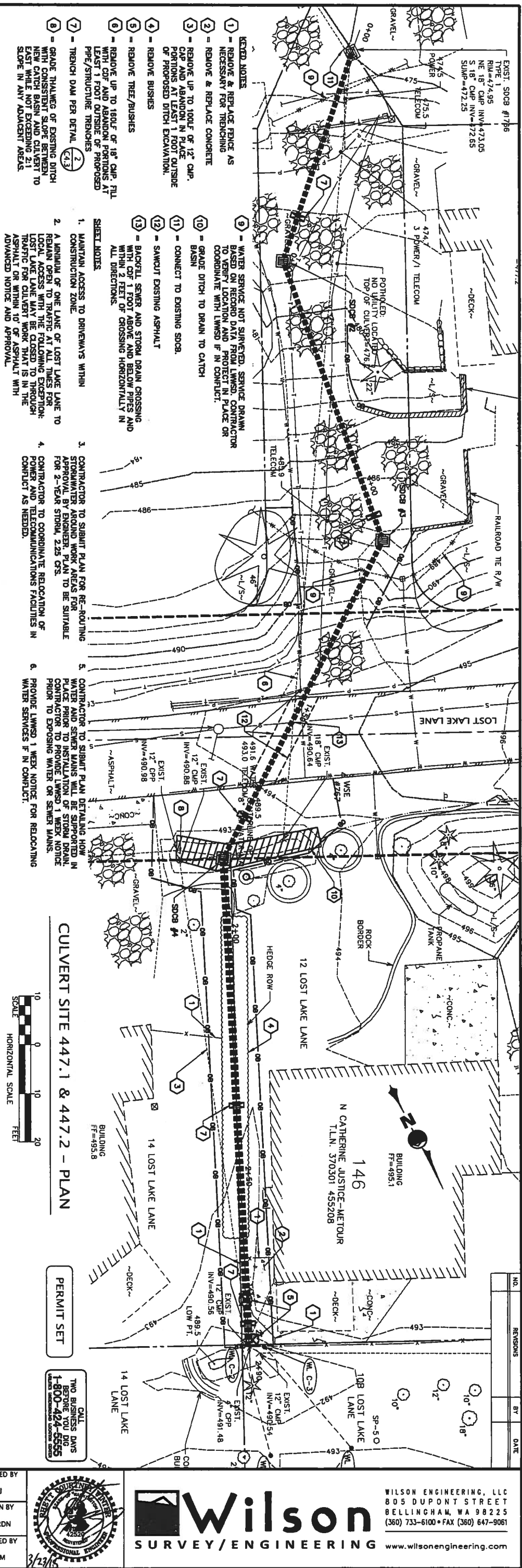
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SHEET	DATE	SUDDEN VALLEY COMMUNITY ASSOCIATION	
C3.2	3-20-2018		
	SCALE	BELLINGHAM	WASHINGTON
OF	AS SHOWN	2018 CULVERT REPAIRS	
18	JOB NUMBER	PLAN & PROFILE - CULVERT SITE 166	
	2017-015		



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NO.	REVISIONS	BY	DATE

WILSON ENGINEERING, LLC
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BELLINGHAM, WA 98225
(360) 733-6100 • FAX (360) 647-9061

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Wilson
SURVEY/ENGINEERING



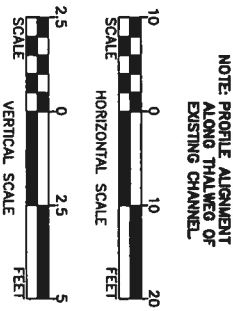
DESIGNED BY
DRJ

DRAWN BY
JGS/RDN

CHECKED BY
MMM

SUDDEN VALLEY COMMUNITY ASSOCIATION
BELLINGHAM WASHINGTON
2018 CULVERT REPAIRS
PLAN & PROFILE - CULVERT SITE 447.1 & 447.2

SHEET	DATE
C3.3	3-20-2018
	SCALE
	AS SHOWN
OF	JOB NUMBER
18	2017-015







**NOTE: PROFILE ALIGNMENT
ALONG THALWEG OF
EXISTING CHANNEL.**

- CHECKED NOTES**
- 1 = REMOVE 100' OF 24" HALF PIPE STARTING AT PIPE OUTLET.
 - 2 = 79 LF 20" HDPE SUPLINE
 - 3 = 8'x15' SPLASH PAD PER $\frac{7}{CA.2}$
 - 4 = CHECK DAM PER $\frac{4}{CA.2}$
 - 5 = PROTECT ALL TREES AND ADJUST SPLASH PAD AS NECESSARY AROUND TREE ROOTS.

1. MAINTAIN ACCESS TO DRIVEWAYS WITHIN CONSTRUCTION ZONE.
2. A MINIMUM OF ONE LANE TO REMAIN OPEN TO TRAFFIC AT ALL TIMES.
3. CONTRACTOR TO SUBMIT PLAN FOR RE-ROUTING STORMWATER AROUND WORK AREAS FOR APPROVAL BY ENGINEER. PLAN TO BE SUITABLE FOR 2-YEAR STORM, 2.95 CFS.

**CALL
TWO BUSINESS DAYS
BEFORE YOU DIG
1-800-424-5555
UTLIFE UNDERGROUND LOCATION CENTER**

SHEET	DATE	SUDDEN VALLEY COMMUNITY ASSOCIATION	DESIGNED BY			WILSON ENGINEERING, LLC 805 DUPONT STREET BELLINGHAM, WA 98225 (360) 733-6100 • FAX (360) 647-9061 www.wilsonengineering.com
C3.5	3-20-2018		RCW			
OF	SCALE		DRAWN BY			
18	AS SHOWN	2018 CULVERT REPAIRS PLAN & PROFILE - CULVERT SITE 225	JCS/RDN			WILSON ENGINEERING, LLC 805 DUPONT STREET BELLINGHAM, WA 98225 (360) 733-6100 • FAX (360) 647-9061 www.wilsonengineering.com
	JOB NUMBER		CHECKED BY			
	2018-058					



LAKE WHATCOM WATER AND SEWER DISTRICT

AGENDA BILL

Item 5H

DATE SUBMITTED:	June 5, 2018	MEETING DATE:	June 13, 2018
SUBJECT:	Proposed County Health Code 24.11 Amendment		
TO: BOARD OF COMMISSIONERS	FROM: Bill Hunter		
MANAGER APPROVAL	<u>BH</u>		
ATTACHED DOCUMENTS			
TYPE OF ACTION REQUESTED	RESOLUTION <input type="checkbox"/>	FORMAL ACTION/ MOTION <input type="checkbox"/>	INFORMATIONAL /OTHER <input checked="" type="checkbox"/>

BACKGROUND / EXPLANATION OF IMPACT

County Council is currently having discussions that could make it easier for developers to drill an exempt well or develop other alternate water sources, rather than connect to a public water system, even within a public water system's retail service area. At a recent council meeting during a public hearing on amending County Health Code 24.11 - Drinking Water, a revised amendment to add one line was put forth that would have given an applicant for a building permit the option whether or not to connect to public water if their property is more than 500' from a water system. This standard is not consistent with current LWWSD code and could be seen as an intrusion by the County into the affairs of water districts and impair districts' ability to plan for extensions of service. Had the non-government caucus not been there to argue against the proposed amendment it very likely would have passed.

At the May 16th, 2018 caucus meeting, the five districts represented were all interested in having Bob Carmichael review the legal status and provide a position paper directed at the County on the above topic, from a water district standpoint. The paper is also intended to educate the County Council on differences between water districts, which are municipal corporations run by elected officials, and water associations which are not. In the meantime, independently Bob has been asked to speak to the County Council Public Works Committee on June 19th on issues associated with potential development of private water

systems in the retail service area of a public purveyor. Bob intends to attend this meeting on behalf of the water districts that have asked him to prepare the position paper.

The Water District Caucus also discussed having Bob draft an interlocal agreement that would cover sharing costs in situations such as this. This new interlocal agreement would be the basis for a new water district coalition covering a broader spectrum of issues than the old WRIA-dedicated water district coalition, which LWWSD did not join, and which has not been active for several years. Bob is currently working on the position paper and interlocal agreement. The current thinking is that the interlocal agreement would be an umbrella document and legal work would be authorized by task order. Districts not interested in participating in a particular task could opt out of that task, without cost liability and without prejudice to participating in future tasks they may be interested in. This should eliminate concern about funding legal work of little consequence to our District.

LWWSD has been asked to participate in development of the water district position paper and in the new water district coalition established pursuant to a new interlocal agreement along the lines discussed above. The first task will be to prepare the position paper and speak to the Council Public Works Committee at its June 19th meeting on issues pertaining to the development of alternate water sources such as exempt wells in the retail service area of a public water purveyor. This is an issue that affects all water districts, including LWWSD.

Bob will answer any questions and give a brief verbal update on this issue.

Is the LWWSD interested in developing an interlocal agreement with other local districts to cost share on topics such as the one presented here? Is LWWSD interested in participating in the position paper on the matter at hand? It is unclear whether the interlocal agreement will be ready for review at the next Board meeting but if it is it will be made available.

FISCAL IMPACT

The District's exact cost share for the current topic is unknown at this time, but would likely be shared by six districts.

RECOMMENDED BOARD ACTION

An interlocal agreement with other local districts would allow Lake Whatcom Water and Sewer District (LWWSD) to cost share legal research and position papers that address issues common to all districts or at least those that have an interest. An interlocal could prove to be an effective tool to share costs and coordinate like interests. Staff recommends pursuing such an interlocal agreement provided there is flexibility for LWWSD (and other districts) choose the topics to cost share. If the new draft interlocal agreement

is available for review prior to the meeting, staff recommends consideration of approval for entry. Staff also specifically recommends approval of cost sharing on the position paper and representation of water districts before County Council.

PROPOSED MOTION

If sufficient time is provided for review, motion to approve the draft interlocal agreement and authorize the General Manager to sign it.

If the interlocal agreement is not finalized by Board meeting, motion to approve cost sharing with other water districts on position paper and representation of water district position before County Council on issue of allowing development of alternate water sources in the retail service area of a water district; to be incorporated into a later interlocal agreement.



LAKE WHATCOM WATER AND SEWER DISTRICT

AGENDA BILL

Item 5I

DATE SUBMITTED:	June 6, 2018	MEETING DATE:	June 13, 2018
SUBJECT:	Septic System Time for Connection		
TO: BOARD OF COMMISSIONERS	FROM: Kristin Hemenway		
DISTRICT ENGINEER/ACTING GM APPROVAL	BH		
FINANCE MANAGER APPROVAL			
ATTACHED DOCUMENTS	1. Resolution 846		
	2.		
	3.		
TYPE OF ACTION REQUESTED	RESOLUTION <input checked="" type="checkbox"/>	FORMAL ACTION/ MOTION <input type="checkbox"/>	INFORMATIONAL /OTHER <input type="checkbox"/>

BACKGROUND / EXPLANATION OF IMPACT

The clearing activity work window limitations from June 1 to September 30 within the Lake Whatcom Watershed Overlay District (Whatcom County Code Title 20, Chapter 20.51 adopted July of 2013), coupled with a twelve month connection requirement for on-site sewage disposal systems (OSSDS) to connect to District sewers (District Code Section 5.1.4), may result in the unintended consequence of a property owner being required to complete the connection with less than one full construction work window.

Allowing eighteen (18) months for such OSSDS connections will provide properties with at least one full construction work window to complete such connections.

FISCAL IMPACT

Minimal.

RECOMMENDED BOARD ACTION

Adopt Resolution No. 846 to allow eighteen (18) months from the date of mailing or personal service of written notice for requiring OSSDS connections to District sewers.

PROPOSED MOTION

To adopt Resolution 846 amending the District's Administrative Code as presented.

LAKE WHATCOM WATER AND SEWER DISTRICT

RESOLUTION No 846

A Resolution of the Board of Commissioners for
Time for Connection to the Public Sewer

WHEREAS, Lake Whatcom Water & Sewer District ("District") is a municipal corporation, organized under the laws of the State of Washington, with all the powers granted to water and sewer districts pursuant to Title 57 RCW; and

WHEREAS, RCW 57.08.005(9) expressly authorizes the District "to compel all property owners within the District located within an area served by the District's system of sewers to connect their private drain and sewer systems with the District's system"; and

WHEREAS, on August 18, 2016 the Board of Commissioners adopted Resolution No. 828 which, in part, requires improved property that is developed with on-site sewage disposal systems (OSSDS) to connect within twelve (12) months after the date of mailing or personal service of such written notice requiring connection to the District sewer system and compels the District to move forward with legal action to compel connection to the District sewer system if connection to the system is not made within twelve (12) months, pursuant to all of its authorities under Title 57 RCW; and

WHEREAS, the District operates within the Lake Whatcom Watershed Overlay District (Whatcom County Code Title 20, Chapter 20.51 adopted July of 2013) that was established to create more stringent standards on clearing activities to reduce the phosphorus loading into Lake Whatcom. Clearing activity, as defined in WCC 20.97.054, that will result in exposed soils exceeding 500 square feet shall not be permitted from October 1st through May 31st (abbreviation from WCC 20.51.410); and

WHEREAS, this clearing activity work window limitation, allowing such work from June 1 to September 30 pursuant to WCC 20.51.410, coupled with a twelve (12) month connection requirement, may result in the unintended consequence of providing less than one full construction window to complete an OSSDS connection to the District sewer; and

WHEREAS, the foregoing recitals are material findings and part of this resolution;

NOW, THEREFORE, THE BOARD OF COMMISSIONERS OF LAKE WHATCOM WATER AND SEWER DISTRICT HEREBY RESOLVES AS FOLLOWS:

Section 1. The third paragraph of Section 5.1.3 of the District Code shall be amended to read as follows (bold language added and strikethrough language to be deleted):

A lot or parcel that has been developed with on-site sewage disposal system (OSSDS) is required to abandon OSSDS systems and connect to the District sewer within 60 months after a District public sewer collector or transmission line adjoins the property in a public right-of-way or easement benefitting the District, and within ~~twelve~~ **eighteen** months after the date of mailing or personal service of written notice to the lot or parcel owner that a public sewer collector or transmission line has sufficient capacity and is available for such lot or parcel. The District shall compel such connection under the provisions of RCW 57.08.005 should the property owner

refuse to connect within ~~twelve~~ **eighteen** months after the date of mailing or personal service of such written notice.

Section 2. The first sentence of the first paragraph of District Code Section 5.1.4 shall be amended to read as follows (bold language added and strikethrough language to be deleted):

Owners of on-site sewage disposal systems (OSSDS) which fail to connect to the public sewer system as required by Title 5.1.3 within 60 months after sewer becomes or became available for hook up as determined by District and within ~~42~~ **eighteen (18)** months after date of mailing or personal service of notice that sewer is available will be compelled to connect under the provisions of RCW 57.08.005.

Section 3. Written notice to lot or parcel owners not connected to a district sewer collector or transmission line with sufficient capacity for service as required by District Code Section 5.1.3 shall be in a form substantially in accordance with Exhibit A of Resolution No. 828; except that, said written notice shall be for eighteen months, not twelve months.

Section 4. BE IT FURTHER RESOLVED that any resolutions or parts of resolutions in conflict herewith are hereby repealed insofar as they conflict with the provisions of this resolution.

Section 5. If any section, subsection, sentence, clause or phrase of this Resolution is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this Resolution. The Board of Commissioners hereby declare that it would have passed this Resolution and each section, subsection, sentence, clause and phase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases have been declared invalid or unconstitutional, and if, for any reason, this Resolution should be declared invalid or unconstitutional, then the original Resolution or Resolutions shall be in full force and effect.

Section 6. This Resolution shall become effective upon signing.

ADOPTED by the Board of Commissioners of Lake Whatcom Water and Sewer District, Whatcom County, Washington, at a Regular Meeting thereof, on the 13th day of June, 2018.

Laura Weide, Commissioner

Bruce Ford, Commissioner

Todd Citron, Commissioner

John Carter, Commissioner

Approved as to form, District legal counsel



LAKE WHATCOM WATER AND SEWER DISTRICT

AGENDA BILL

Item 5.J.

DATE SUBMITTED:	June 7, 2018	MEETING DATE:	June 13, 2018
SUBJECT:	Status Update on Additional Septic Systems Near District Sewers		
TO: BOARD OF COMMISSIONERS	FROM: Melanie Mankamy, PE Wilson Engineering, LLC		
MANAGER APPROVAL	<i>BH</i>		
ATTACHED DOCUMENTS	1. Engineer's Brief dated June 7, 2018		
	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

See attached Engineer's Brief.

FISCAL IMPACT

N/A.

RECOMMENDED BOARD ACTION

N/A.

PROPOSED MOTION

N/A.

Consulting Engineer's Brief Sheet
(Melanie Mankamy, PE)
Prepared June 5, 2018, for June 13, 2018 Commissioner's Meeting

Status Update on Remaining Septic Systems Adjacent to District Sewers

Background

Through recent inquiries regarding sewer availability from potential property buyers, the District has identified several properties on septic systems that appear to meet the District's criteria for mandatory connection to its sewer system. As noted in the May 30 Agenda Bill 5.H Additional Sewer Connections - Lake Louise Road Area, the goals of this activity are to:

- Provide the current Board of Commissioners with an understanding of the original ULID 18 boundary established by the Board in the 2001 – 2002 time frames and assess how existing policies and resolutions impact current requirements to connect to the system.
- Complete a District-wide sweep (beyond ULID 18 and Valleybrook Lane) of remaining properties served by OSSDS to identify which properties must be connected to the District's system, in accordance with District policies, and do our best to understand how they were missed.
- As done previously, develop a plan to serve the impacted Valleybrook Lane properties and other properties discovered which should be connected to sewer; notify the property owners with information, provide an explanation of costs and a time frame for implementation.

This will be the first of several status update Briefs that will be presented to address these goals.

Original ULID 18 Boundary

The District formed Utility Local Improvement District 18 (ULID 18) as a means to repay the loans it obtained to finance the construction of the Lake Louise Road Interceptor and Detention Basin projects. These projects were needed to increase the sewer system capacity and lift a 10-year old sewer connection moratorium.

The ULID 18 boundary was developed to include all of Sudden Valley and Geneva, and the properties on either side of Lake Whatcom Boulevard (see attached). All of the vacant parcels and those developed with septic systems were intended to be assessed for a single equivalent residential unit. Property owners of vacant parcels were given the opportunity to "opt out" of the assessment if they restricted the parcel from development for at least 25 years. The opt-out properties included Sudden Valley greenbelts, and individual shoreland parcels. It also triggered numerous lot consolidations in Sudden Valley. Property owners of large, potentially subdividable parcels were given the opportunity to "opt in" for additional assessments. The results of this effort provided better data on the build-out potential of the South Shore service area.

The area on either side of Lake Louise Road, outside of the UGA, was identified as an "Abutting Area". These property owners were notified of the formation of the ULID and offered the opportunity to "opt in". I do not remember, and have not found anything in the files, to indicate the exact reason why these parcels were identified as "abutters" and not included in the assessment rolls.

Updated List of Properties with OSSDS near District Sewers

Kristin has received an updated list of current on-site sewage disposal systems ("OSSDS") from Whatcom County Health Department and has been systematically comparing the properties on the list with the locations of the District's sewers. A draft of the updated list of properties with OSSDS near District sewers is attached. The list is still a work in progress but the following are some observations from our research:

Geneva Area:

- 1125 Geneva St. - On the current Whatcom County list of properties with OSSDS. Appears to be located on The Firs property and does not have its own parcel ID number. Staff is reviewing the files and determining number of ERUs that the Firs currently pays for to see if this residence is included.
- 1313 Oriental Ave. - On the current Whatcom County list of properties with OSSDS. Was on the ULID 18 Assessment Roll. Has been paying for sewer since 2008 so I assume it had received previous notices about being required to connect.

Lake Louise Road:

- Four properties identified so far.
- Two are adjacent to a service tee installed with the Lake Louise Road Interceptor.
- Others are adjacent to properties already connected to the Interceptor - additional research is needed to determine if the service taps can be shared.

Valleybrook Lane:

- Six developed parcels, one vacant parcel. None were included in the ULID 18 Assessment Roll
- Three parcels abut Lake Louise Road and are less than 150 feet from the Interceptor, but Beaver Creek is between the houses and the sewer.
- Other parcels may be interested in connecting to the sewer.
- Properties are served by Valleybrook Lane - further research is needed to determine if this access could be used for private side sewers.
- New connections should have a shared service tap on the Interceptor. District may want to consider installing tap and prorate costs among new connections.

McAtee Properties:

- McAtees granted an easement across their properties for the Lake Louise Road Interceptor, and were granted special considerations under an Agreement for Grant of Easement as recorded in AF# 2000500141 (attached).
- Properties adjacent to the Interceptor are 775 Austin St and 1004 Lakeview St. (1008 Lakeview St. is also covered by the Agreement for Grant of Easement but is not within 150 feet of sewer).
- Two sewer side sewer tees were installed on the Interceptor to serve these properties.
- Engineer's Brief from November 10, 1999 indicates that the McAtees will be required to pay connection fees for sewer when they connect, but that "it does not appear that they would be required to hook up to the LLR Interceptor based on proximity."
- February 15, 2002 letter from Margaret Curtis, Wilson Engineering, to Dale and Janeen McAtee indicated that the Board confirmed (February 13, 2002) that the Agreement for Grant of Easement pre-dated the ULID 18 five -year connection mandate, and these properties were not subject to the connection mandate.
- Final ULID 18 roll shows three assessments for these properties.

Older Road:

- Three properties are between Sudden Valley and Lake Whatcom Boulevard (see attached Exhibit). Two are developed, one is vacant but shares ownership with adjacent developed parcel.
- For 2820 Older Lane, the closest sewer does not “adjoin the property in a public right-of-way or easement benefitting the District”.
- For 2890 Older Lane, the sewer is about 100 ft from the vacant parcel, and there are two locations with Sudden Valley access properties adjacent to it. It appears from the County’s records that the septic system was rebuilt in 2008. The two properties have three ULID 18 assessments. Historical note - this property had applied for a water-only Developer Extension in 1998, and requested sewer with its renewal request in 2000. The sewer request was denied due to lack of capacity, and the water extension was never completed.

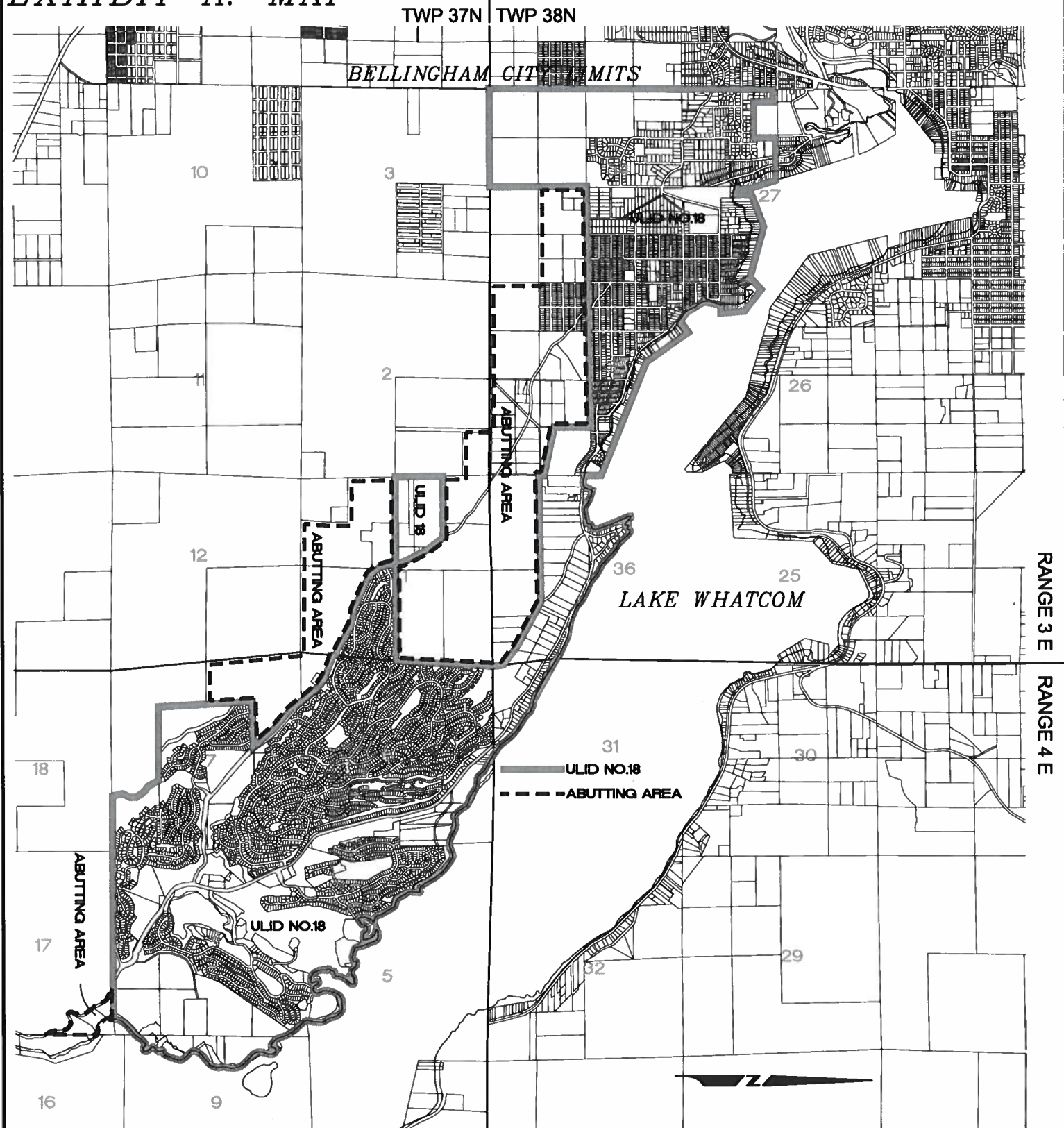
Conclusion/Recommendations

No conclusions or actions required at this time. We will bring back additional information and recommendations at upcoming Board meetings.

Attachments:

1. ULID 18 Boundary Exhibit; August 2001 (version included in the ULID 18 Formation Resolution 655, recorded under AF# 2011100124)
2. Agreement for Grant of Easement For Sewage Interceptor, Provision of Water Service, and Conditions for Future Sewer Connections, AF# 2000500141.
3. Exhibit A: Older Lane Properties

EXHIBIT A: MAP



PARCELS INSIDE THE ULID NO. 18 AREA WHICH ALREADY HAVE A PUBLIC SEWER CONNECTION ARE EXCLUDED FROM ULID NO. 18. EXCLUDED PARCELS WILL NOT BE ASSESSED. EXCLUDED PARCELS ARE LISTED ON ACCOMPANYING 87 PAGES.



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BELLINGHAM, WA 98225
(360) 733-6100 • FAX (360) 647-9061
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**WHATCOM COUNTY WATER DISTRICT NO. 10
LAKE LOUISE ROAD SEWAGE INTERCEPTOR**

WHATCOM COUNTY

WASHINGTON

**UTILITY LOCAL IMPROVEMENT DISTRICT NO. 18
AND ABUTTING AREA**

DATE AUGUST 2001	SHEET 1
SCALE	
N.T.S.	OF
JOB NUMBER 2001-053	054

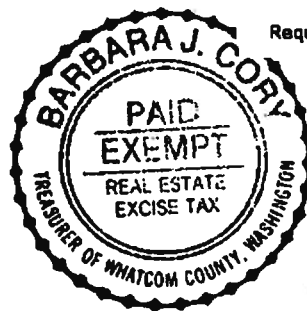


2000500141
Page: 1 of 7
5/01/2000 3:32 PM
EASE \$14.00
Whatcom County, WA

Request of: WATER DISTRICT 10

AFTER RECORDING RETURN TO:

RESICK, HANSEN & FOLLIS
412 N. Commercial Street
Bellingham, WA 98225



Title of Document: Agreement for Grant of Easement, Etc.

Grantors: Dale & Janeen McAtee

Grantee: Whatcom County Water District No. 10

Abbreviated Legal Description: West Geneva Blks 28 and 29, Sec 34, T 38 N, R 3 E

Assessor's Tax Identification Nos.: 380334-543334-0000; 380334-477316-0000;
380334-468349-0000; & 380334-495334-0000

**AGREEMENT FOR GRANT OF EASEMENT FOR SEWAGE INTERCEPTOR,
PROVISION OF WATER SERVICE, AND CONDITIONS FOR FUTURE SEWER
CONNECTIONS**

1. Parties. The parties to this agreement are Dale and Janeen McAtee, husband and wife (Grantors), and Whatcom County Water District No. 10, a Washington municipal corporation, (Grantee). This agreement is binding upon and shall benefit the parties, their heirs, successors and assigns. The reference to the McAtees in this agreement shall mean and include the current and future owners of all of the real property described in attached exhibit A, regardless of their relationship with Dale and Janeen McAtee. This agreement is intended to be a binding covenant impressed upon and affecting the real property legally described in attached Exhibit A, and shall run with the land. The maintenance obligations described in Section No. 6 below shall run specifically with Tax Parcel 380334-495334-0000, part of the real property described in attached Exhibit A, but specifically described in attached Exhibit B, upon which the residence currently occupied by Dale and Janeen McAtee is located.

2. Consideration. The consideration for this agreement is the mutual grants and undertakings herein expressed.

3. Easement for Sewage Interceptor. Dale and Janeen McAtee (hereafter "McAtee") grant to Whatcom County Water District No. 10 (hereafter "the District") a utility line easement for municipal purposes, specifically the construction, maintenance, repair and operation of a new sewage trunk line and existing water main across a portion of their property in the Geneva service area of the District. This easement is more specifically described in the easement itself, a separate document which is being signed contemporaneously with this agreement. The terms of this easement are incorporated herein as if fully set forth.

4. Repavement of Driveway. In connection with the work to be performed by the District in the easement for the sewage interceptor, the District agrees to repave that portion of the McAtees' driveway which lies within the easement with a complete asphalt overlay (as opposed to a trench patch only). Said driveway restoration shall include bank run gravel trench backfill, 2" crushed surfacing top course and either 2" class B asphalt or light bituminous surfacing treatment per Whatcom County minor access road standards. The District shall also cause its interceptor contractor to restore the edge berm along the northerly side of the driveway, which the McAtees have identified as a wheel stop for icy conditions. In restoring said berm, the District, its agents, contractors and employees shall not be responsible for the efficacy of the berm for this purpose.

5. Provision of Water Service - Separate Accounts. The District agrees to provide water service to two additional parcels being created out of the McAtee property and on which the McAtees retain a fractional ownership interest, at no connection fee. These accounts are in addition to the account which already exists for the McAtees. Each of the accounts so created shall pay for water service at the District's applicable charge for other properties in the Geneva service area and shall be subject to any District policies regarding water customers as now or hereafter in effect, except insofar as may be inconsistent with this agreement. The waiver of the connection fee for the two parcels being created shall remain in effect regardless of when the connection actually occurs. The District agrees to install water use meters for each of the two services at or immediately adjacent to the residences being built. The District agrees to continue to meter the McAtee's residence at or immediately adjacent to their residence.

6. Maintenance of Water Facilities-Pump Station and Lines, Limitation of Number of Connections. The McAtees, their heirs, successors and assigns, agree to repair and maintain at their expense the lines on the property and the booster pump station, and to notify the District in the event of any circumstances, including but not limited to a line break, in which unmetered water escapes the water system. The McAtees further agree to not allow any connections other than the three metered residential dwelling units to connect to the system. This also prohibits any unmetered irrigation taps for the benefit of any of the property.

7. Access to Property; Ownership and Maintenance of Water Meters. The McAtees, their heirs, successors, and assigns grant to the District the right to enter upon the land to inspect the meters at the non-standard locations, to observe the maintenance of the lines, collect water samples, to take meter readings, repair, maintain and replace meters, and to lock off service if water is not paid for, in accordance with District policy and procedures.

8. Cessation of Water Service in Event of Default. In the event that the lines, pump station, and related facilities on the property are not maintained and kept in good condition and repair by the McAtees under this agreement, the District shall have the right to stop service to the property, including all three residences receiving service, until the default in maintenance or repair is cured to the satisfaction of the District. Alternatively, the District may, but is not required to, enter upon the property and repair the system, and recover the cost of any necessary repairs and maintenance from the McAtees. Alternatively, the District may require the meters to be moved and the facilities upgraded to District standards at the McAtees' expense.

9. Ownership of Facilities. The lines, pump house, and related water facilities (other than the meters) south of the District's curb stop on vacated 6th Street shall belong to the McAtees. The meters shall belong to the District.

10. Sewer Connection Tees and Valves. The District agrees to install two sewer connection tees and valves in the proposed sewer interceptor for eventual sewer service to the two new residences being constructed on the McAtee property, at no cost to the McAtees. In the event that the McAtees elect to connect any of the three residences located on the McAtee property to the sewer interceptor in the future, all then existing District connection fees, rates and charges would apply to the same extent as with any other customer. If the District is unable to construct the sewer interceptor, failure to provide the connection tees shall not constitute a default of this agreement.

11. Indemnification and Hold Harmless. The McAtees agree to indemnify, defend, and hold the District harmless from any and all claims made by any owner, resident, tenant, licensee or invitee of any of the residences on the property arising from or in any way relating to the design, installation, maintenance or repair of the private water system on the property. The District makes no warranty of adequacy of service to any of the residences beyond the end of its water curb stop adjacent to the main in vacated 6th Street.

12. Integration of Agreement. This agreement and the easement being signed contemporaneously herewith constitute the full, complete and entire agreement of the parties relating to the grant of the easement and the provision of water and sewer service to the property. There are no other agreements, express or implied, between the parties.

13. Dispute Resolution. Any controversy or claim arising out of or relating to this agreement or the breach thereof, shall, regardless of amount be settled by mandatory, binding and conclusive arbitration in accordance with the rules of the Washington State

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Whatcom County, WA

Request of: WATER DISTRICT 10

057

Superior Court and Whatcom County Mandatory Arbitration Rules. Jurisdiction and venue shall lie in Whatcom County Superior Court. The parties agree to engage in non-binding mediation, either before or after commencing litigation, but in any event at least thirty days prior to any hearing before the arbitrator on the merits of the controversy.

14. Notices. Any notice required or permitted under this Agreement shall be delivered to the address set forth below each Party's name and signature below.

15. Governing Law. This Agreement shall be governed by the laws of the State of Washington.

16. Pronouns. As required by the context, all pronouns shall be deemed to refer to and include masculine, feminine, neuter, singular and plural.

17. Paragraph Headings. Paragraph headings have been inserted solely for the convenience of the parties and shall not be considered a part of this Agreement for interpretation or construction.

DATED this 21 day of April, 2000.

Dale Mcatee
DALE McATEE

Janeen Mcatee
JANEEN McATEE
775 Austin Street
Bellingham, WA 98226

WHATCOM COUNTY WATER
DISTRICT NO. 10

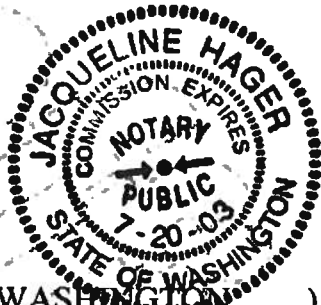
BY: Blaine Ford
ITS: PRESIDENT

AND BY: [Signature]
ITS: SECRETARY
1010 Lakeview Street
Bellingham WA 98226

STATE OF WASHINGTON)
:ss
COUNTY OF WHATCOM)

On this day personally appeared before me Dale and Janeen Mcatee, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal this 21st day of April, 2000.

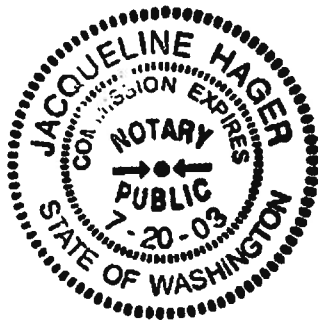


Jacqueline Hager
NOTARY PUBLIC in and for the State of
Washington, residing at Bellingham
My commission expires: 7/20/03

STATE OF WASHINGTON)
:ss.
COUNTY OF WHATCOM)

On this 27 day of April, 2000, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared Blair Ford and Deb Kingsley to me known to be the President and Secretary of Whatcom County Water District No. 10, the special purpose district which executed the foregoing instrument, and acknowledged that said instrument to be the free and voluntary act and deed of the District for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument on behalf of the District.

WITNESS my hand and official seal hereto affixed the day and year above written.



Jacqueline Hager
Notary Public in and for the State of
Washington, Residing in Bellingham
My commission expires: 7/20/03

**EXHIBIT A
OVERALL PARCEL**

Blocks 28, 29, 30, and 31, vacated "Map of West Geneva on Lake Whatcom, Whatcom County, Washington," as per the map thereof, recorded in Book 2 of Plats, page 55, in the Auditor's office of said county and state.

Together with vacated streets, avenues, and alleys abutting thereto.

Situate in Whatcom County, Washington.

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EASE 814.00

Whatcom County, WA

EXHIBIT B
PORTION WITH MAINTENANCE OBLIGATION FOR THE ENTIRE PARCEL

The West 230 feet of vacated Block 28 including half of the abutting vacated streets of Geneva 6th and 7th and 270 feet of vacated Block 31, starting 230 feet West from the center of vacated Austin Street and continuing West for 270 feet, including all of the abutting vacated 8th Street and half of the abutting vacated 7th Street, also including the northernmost 63 feet of vacated Block 30 starting in the center of vacated 7th Street and running South for 63 feet, including half of the abutting vacated Geneva Street and Lakewood Lane.

Constituting 5 acres, more or less.

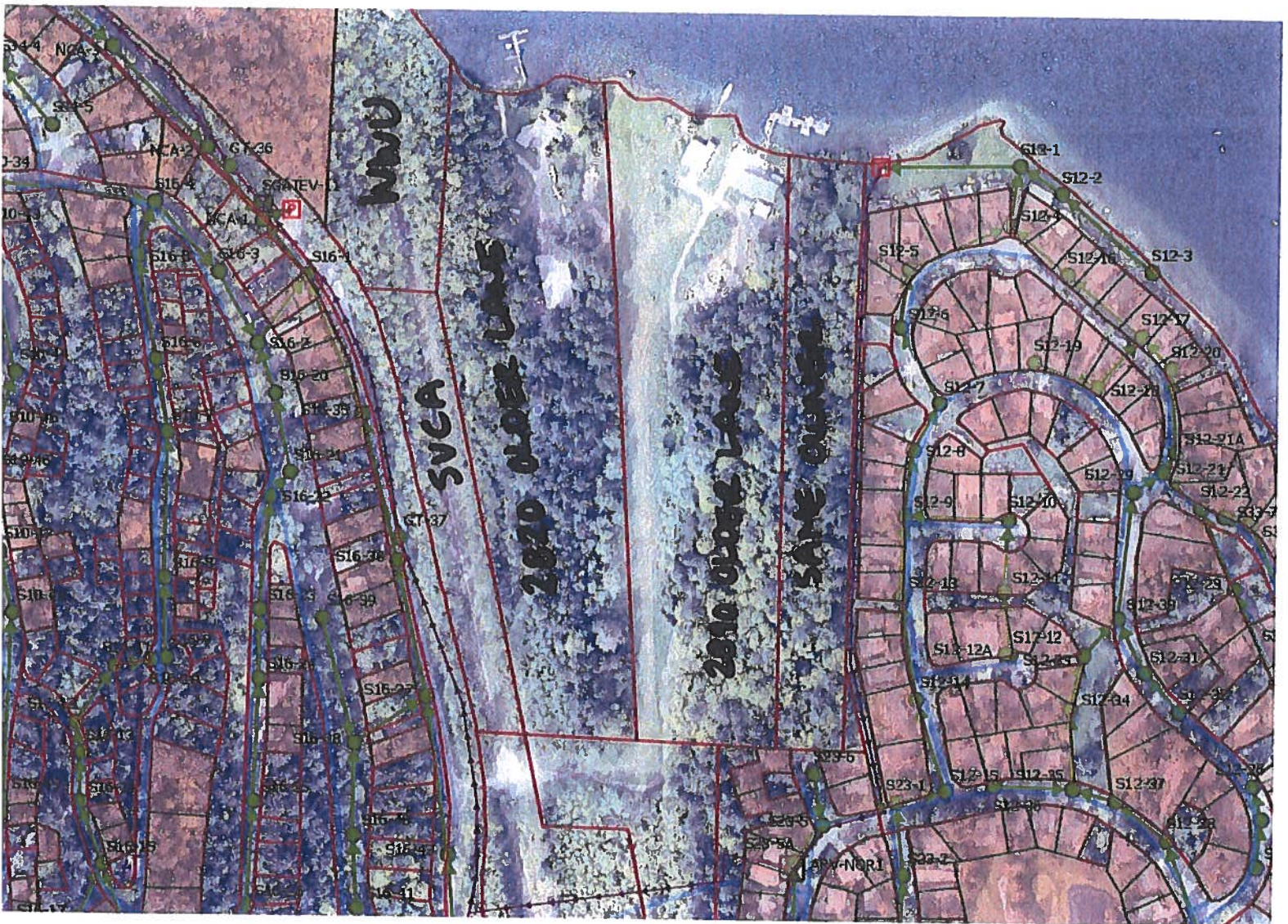
Situated in Whatcom County, Washington.

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Whatcom County, WA

Request of: WATER DISTRICT 10

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Exhibit A: Older Lane Properties



2820 OLDER LANE # 370406-476370 LAST OSS INSPECT. 1/27/2016

2890 OLDER LANE # 370406-510365 " " 12/21/2016
SEPTIC SYSTEM RE-BUILT IN 2008. INSPECTION WAS SATISFACTORY.



LAKE WHATCOM WATER AND SEWER DISTRICT

AGENDA BILL

Item 7

DATE SUBMITTED:	June 5, 2018	MEETING DATE:	June 13, 2018
SUBJECT:	Upcoming Events and Announcements		
TO: BOARD OF COMMISSIONERS	FROM: Rachael Hope		
GENERAL MANAGER APPROVAL	BH		
DISTRICT ENGINEER/ASST MGR APPROVAL			
FINANCE MANAGER APPROVAL			
ATTACHED DOCUMENTS	1. Upcoming Events & Announcements		
	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 Recording Secretary in advance of the Board meeting.

FISCAL IMPACT

None.

RECOMMENDED BOARD ACTION

None required.

PROPOSED MOTION

None.



LAKE WHATCOM WATER AND SEWER DISTRICT

Upcoming Dates & Announcements

Regular Meeting – Wed. June 13, 2018 – 6:30 p.m.

Important Upcoming Dates

Lake Whatcom Water & Sewer District			
Next Regular Board Meeting	Wed June 27, 2018	8:00 a.m.	Board Room
Next Employee Staff Meeting	Thu June 14, 2018	8:00 a.m.	Board Room Scheduled to Attend: Commissioner John Carter
Safety Committee Meeting	Wed June 13, 2018	8:00 a.m.	Small Conference Room
Finance Committee Meeting	Wed June 27, 2018	9:30 a.m.	Board Room
Lake Whatcom Management Program			
Policy Group Meeting	Mon Sept 17, 2018	3:00 p.m.	City of Bellingham's Fireplace Room 625 Halleck St <i>Enter through the Halleck St entrance</i>
Management Meeting	None Planned		Last meeting – March 28, 2018
Other Meetings			
Whatcom Water District's Caucus Meeting	Wed June 20, 2018	1:00 p.m.	Board Room

Other Announcements & Reminders

- **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.
- **Upcoming Important Agenda Topics & Meetings:**
 - June 29 deadline for appointing a new Commissioner.
 - Bill has been in contact with Janice Corbin of Sound Employment Solutions, LLC regarding an all-staff Harassment/Bullying/Discrimination Training. The half day training is tentatively scheduled for September 6, 2018.
 - Commissioners are due for their quadrennial Open Public Meetings Act and Public Records Act refresher training. Commissioners Citron and Weide have completed the training individually. Please email completion certificates to Rachael when finished.



LAKE WHATCOM WATER AND SEWER DISTRICT

AGENDA BILL

Item 9

DATE SUBMITTED:	June 5, 2018	MEETING DATE:	June 13, 2018
SUBJECT:	Executive Session		
TO: BOARD OF COMMISSIONERS	FROM: Rachael Hope		
GENERAL MANAGER APPROVAL			
DISTRICT ENGINEER/ASST MGR APPROVAL			
FINANCE MANAGER APPROVAL			
ATTACHED DOCUMENTS	1.		
	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

Executive Session for the purpose of considering pending or potential litigation, under RCW 42.30.110 section 1(i).

This agenda item is a placeholder for the board to go into Executive Session.

FISCAL IMPACT

N/A

RECOMMENDED BOARD ACTION

N/A

PROPOSED MOTION

N/A