



LAKE WHATCOM WATER AND SEWER DISTRICT

1220 Lakeway Drive
Bellingham, WA 98229

REGULAR MEETING OF THE BOARD OF COMMISSIONERS

AGENDA

July 25, 2018

8:00 a.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. GM and O&M Manager Recruitment Update
 - B. Development of Alternate Water Sources – Public Works Update
 - C. Water District Caucus Interlocal Agreement
 - D. North Shore On-Site Septic System Phosphorus Loading Analysis
 - E. Developer Extension Agreement Approval – Sudden Valley Area Z Fire Hydrant
 - F. Agate Heights Water Treatment Plant Upgrade – Predesign Task Order
 - G. Status Update on Additional Septic Systems Near District Sewers
 - H. Monthly Budget Summary
 - I. Summary of Existing District Projects
6. OTHER BUSINESS
7. UPCOMING DATES & ANNOUNCEMENTS
8. PUBLIC COMMENT OPPORTUNITY
9. ADJOURNMENT



LAKE WHATCOM WATER AND SEWER DISTRICT

AGENDA BILL

Item 5A

DATE SUBMITTED:	July 18, 2018	MEETING DATE:	July 25, 2018
SUBJECT:	GM and O&M Manager Recruitment Update		
TO: BOARD OF COMMISSIONERS	FROM: Bill Hunter		
MANAGER APPROVAL	BH		
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

Recruitment of GM is proceeding per plan. Staff is coordinating with Prothman to setup interviews with 4 GM candidate finalists on July 30, 2018.

Staff will walk through the proposed schedule and logistics of the interview day. The board and staff will review, prioritize, and select interview questions for the Board of Commissioners and the Community Panel.

General Manager Recruitment Schedule

Date	Topic	Notes
May 9, 2018	Prothman meets with LWUSD Board	Completed.
May 14, 2018	Post profile and start advertising	Completed. Profile was posted on Prothman website 5/17/2018.
June 17, 2018	Application Close Date	31 applications received as of 7/5/2018.
June 18-29, 2018	Prothman screens applications & interviews top 8-12 candidates	Completed. Semi-finalists will be presented as scheduled.
July 11, 2018	Work session with LWUSD Board to review semifinalists and pick finalists	Completed. There are 4 finalists as of 7/17/2018.
July 30, 2018	Final Interview Process	

Recruitment of Operation & Maintenance Manager is on hold until new GM is selected. Prothman has screened Operation & Maintenance Manager applications down to 10 semifinalists.

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	<i>21 applications received as of 7/5/2018.</i>
June 18-29, 2018	Prothman screens applications & interviews top 8-12 candidates	<i>Completed. 10 semifinalists have been selected by Prothman.</i>
On hold until GM selected	Work session with LWWSD staff to review semifinalists and pick finalists	<i>Board directed staff to wait until new GM is contracted prior to reviewing semifinalists.</i>
On hold until GM selected	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 5B

DATE SUBMITTED:	June 18, 2018	MEETING DATE:	July 25, 2018
SUBJECT:	Development of Alternate Water Sources – June 19 th , 2018 Whatcom County Public Works Committee Update		
TO: BOARD OF COMMISSIONERS	FROM: Bill Hunter		
MANAGER APPROVAL	BH- /		
ATTACHED DOCUMENTS	Memorandum dated 6/18/2018		
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.

At the May 16th, 2018 WRIA-1 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. Attached is a copy of that position paper.

Bob spoke 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 will give a verbal update on the County's process to address this issue.

FISCAL IMPACT

At the June 13th, 2018 meeting, the Board authorized up to \$5,000 of District funds towards the development of the position paper that will be cost shared among the interlocal agreement parties.

RECOMMENDED BOARD ACTION

None.

PROPOSED MOTION

None.



MEMORANDUM

TO: Water District Caucus Coalition
FROM: Robert Carmichael and Catherine Moore
DATE: June 18, 2018
SUBJECT: Water System Service Areas and Timely and Reasonable Service Requirement

I. Executive Summary

One should distinguish between “municipal corporations” and “municipal water suppliers.” Municipal corporations are local governments which include counties, cities, and special purpose districts. Water districts are municipal corporations. Municipal corporations are run by publicly elected officials who establish public policy through legislative processes, apply such policies in administrative and quasi-judicial decision making, and are subject to a variety of state laws intended to protect the public interest.

Municipal water suppliers are a designated class of public water purveyor under the Municipal Water Law, which provide service to at least 15 year-round residential connections or 25 transient connections. Many private associations, clubs, and non-profit (“non-government”) organizations are municipal water suppliers, but they are not municipal corporations, nor do they function as such. All water districts in Whatcom County are both municipal corporations and municipal water suppliers.

Municipal water suppliers have a duty to serve property inside their retail service areas if such service can be available in a “timely and reasonable” manner. The phrase “timely and reasonable” appears in two different state statutes: (1) the Public Water System Coordination Act (Chapter 70.116 RCW) and (2) the Municipal Water Law (Chapter 43.20 RCW).

There is no definition of “timely” or “reasonable” in the Municipal Water Law (“MWL”). The Public Water System Coordination Act (“PWSCA”) provides that “timely” is when water can be “provided to an applicant for water within one hundred twenty days.” The PWSCA does not state when the 120 days begins, nor does it define the term “reasonable.” RCW 70.116.060(3)(b).

However, the PWSCA does state that the County can determine through its coordinated water system plan (“CWSP”) whether a purveyor is capable of serving a property in a “timely and reasonable” manner “pursuant to guidelines developed by the secretary.” RCW 70.116.060(3)(b). DOH publication 331-444, which is a guideline developed by the secretary of the state department of health, states, “Coordinated Water System Plans (CWSPs) provide a local foundation to define timely and reasonable service within a critical water supply service area (CWSSA).” Hence, the meaning of “timely and reasonable” service has been left to counties to define in their CWSPs and incorporate into county code.

The current definition of “timely” in the County’s CWSP is problematic in the retail service area, particularly for purveyor extensions, because it contains no meaningful criteria for evaluating when the 120-day time

period commences. Under the current CWSP for purveyor extensions, the 120-day clock starts at completion of permitting and is entirely out of the hands of the applicant. Delays in purveyor funding or permitting could delay commencement of the 120-day clock for an indefinite period of time.

For non-purveyor extensions the definition of "timely" is less problematic because the 120-day clock applies to the purveyor only after the non-purveyor completes its extension clearly triggering the 120-day clock for the purveyor. In other words, the purveyor is clearly obligated to providing service within 120-days after the non-purveyor has completed its extension. In this case "timely" is in the hands of the non-purveyor and while there may be delays in funding or permitting, the purveyor is not directly impacting such delays. To the extent there are concerns with cost, purpose, or length of extension, they may be better addressed through criteria governing what is "reasonable."

The term "reasonable" has no criteria for evaluation standards as to cost, purpose, or length of extension, but merely says "costs and conditions of service are consistent with the utility's acknowledged standard of practice experienced by other applicants requesting similar service." Assessment of criteria for the term "reasonable" is beyond the scope of this memo.

Notwithstanding perceived deficiencies in the CWSP current definitions of "timely" and "reasonable," the County should not seek to impose more specific standards of "timely and reasonable" service on municipal corporations that run water utilities such as water districts. Water districts are run by public elected officials who engage in detailed water system planning. Water districts often have their own policies and code provisions on this subject, some of which are quite detailed. They establish connection policies pursuant to their legislative processes and authority so that they can provide efficient and cost-effective service to present and future customers, and most importantly in the public eye. As elected officials, water district commissioners are responsible and accountable to district voters including both customers and non-customers of the district alike. They must comply with the same public laws and scrutiny as the county, including without limitation the open public meetings act, public disclosure act, public bidding laws, code of ethics for municipal officers, and all other laws uniquely applicable to a municipal corporation.

On the other hand, non-government water systems such as non-profit water associations may qualify as municipal providers by virtue of number of service connections under the MWL, but they are not municipal corporations, not public entities, and not subject to the public oversight laws governing water districts. Constituents in a water district may address grievances to their publicly elected board of commissioners. There is no need for the county council to insert itself in the business of a water district. Therefore, to the extent there is a need to re-address conditions of service such as timely and reasonable in the CWSP, it should be limited only to non-government systems which are not subject to the same public processes or public accountability as the local government of a water district.

II. Background

A. Public Water System Coordination Act (PWSCA) and Whatcom County Coordinated Water System Plan.

The PWSCA, Chapter 70.116 RCW, requires counties with areas designated as critical water supply areas to pass and obtain State Department of Health ("DOH") approval of regional coordinated water system plans. RCW 70.116.050. There are 27 critical water supply areas with coordinated water system plans in Washington State¹ including Whatcom County. Among other things, the coordinated water system plan delineates the service boundaries of each public water purveyor. Under the PWSCA, "[n]o other purveyor shall establish a public water system within the area covered by the plan, unless the local legislative authority determines that existing purveyors are unable to provide the service in a timely and reasonable manner, pursuant to guidelines developed by the secretary [of the Department of Health]. An existing purveyor is unable to provide the service in a timely manner if the water cannot be provided to an applicant for water within one hundred twenty days unless specified otherwise by the local legislative authority..." RCW 70.116.060(3)(b). (Emphasis added).

Public water purveyors in critical water supply areas designate their service area boundaries. Within the service area boundaries, purveyors may distinguish between a retail service area where service is currently provided or can be provided in a timely and reasonable manner and a future service area where the purveyor plans to expand service. RCW 70.116.050(1). The Whatcom County Comprehensive Water System Plan (CWSP) states that if the municipal water supplier does not designate separate retail and future service areas, the entire service area will be deemed the retail service area. CWSP at 4-2.

B. DUTY TO SERVE UNDER MUNICIPAL WATER LAW

A municipal water supplier is a class of public water purveyor which provides water to at least fifteen year-round residential water connections or twenty-five transient connections. RCW 90.03.015(3), (4). Most, but not all, public water purveyors in the CWSP are also municipal water suppliers. CWSP Appendix 1. Municipal water suppliers have a duty to serve properties located inside their retail service areas with water, if "(1) Its service can be available in a timely and reasonable manner; (2) the municipal water supplier has sufficient water rights to provide the service; (3) the municipal water supplier has sufficient capacity to serve the water in a safe and reliable manner as determined by the department of health; and (4) it is consistent with the requirements of any comprehensive plans or development regulations..." RCW 43.20.260.

C. "Timely and Reasonable" in the CWSP

The phrase "timely and reasonable" appears in the water law in two different contexts. Under the PWSCA, the local legislative authority may only allow a new public water system if no other system can serve the property in a timely and reasonable manner. Under the MWL, municipal water suppliers (not just public water purveyors generally) have a duty to serve properties inside their retail service areas if service can be achieved in a timely and reasonable manner.

¹See map at <https://www.doh.wa.gov/Portals/1/Documents/4200/CWSSAMap.pdf>

There is no definition of “timely” or “reasonable” in the MWL (Ch. 43.20 RCW). The PWSCA provides that “timely” is when water can be “provided to an applicant for water within one hundred twenty days,” but does not specify when the 120 days begins, nor does it provide a definition for reasonable. RCW 70.116.060(3)(b).

This void provides for Whatcom County to define “timely” and “reasonable,” which Whatcom County did in its CWSP. The definitions of “timely” and “reasonable” in a water purveyor’s own water system plan or service policies are given priority in the CWSP. If there is no other definition of “timely” or “reasonable,” the CWSP provides the following default definitions:

- Water service is considered timely when:
 - the water utility can provide service within 120 days of receiving all necessary permits to begin installation of required system improvements, if the utility is conducting system installation;
 - or the water utility can provide service within 120 days of the applicant installing all necessary system improvements;
 - or as otherwise agreed to between the applicant and utility.
- Water service is considered reasonable if costs and conditions of service are consistent with the utility’s acknowledged standard practice experienced by other applicants requesting similar service.

CWSP at xvi. In its definition of “timely,” the CWSP essentially provides two points at which the 120-day clock can begin in the absence of another agreed-upon start point. For purveyor installations, it is 120 days from the date all necessary permits are issued. For property owner installations, it is 120 days from the date the improvement is installed.

The problem with these definitions of “timely” is that they do nothing to ensure service is *actually* made in a timely way. The first definition starts the 120-day clock only after all permits are acquired by the purveyor. However, raising funds and obtaining permits is often quite time-consuming. Under this first definition, a purveyor has an unlimited amount of time to raise funds and obtain permits of varying degrees of complexity, even several years, and still deem itself able to serve a property in a timely and reasonable manner. In the worst case, a purveyor could announce an intent to complete an extension, fail to pursue the extension with diligence, but continue to hold it can serve in a timely manner once it obtains necessary permits. There is nothing in the first definition of “timely” in the CWSP to hold a purveyor accountable for the length of time it takes to pursue permitting for a purveyor extension.

The second CWSP definition of “timely” is not as problematic as the first, but perhaps illustrates the need for better criteria for determining when an extension requirement is “reasonable.” For property owner installations, once the applicant installs all needed infrastructure, the purveyor must provide water within 120 days. In many cases, this will be as simple as verifying the infrastructure is adequate and turning water on. However, there is no limit to what the purveyor could require the property owner to install. A line could be five miles long, cross multiple critical areas, cost hundreds of thousands or more to build, but as long as the purveyor can turn on service within 120 days of completion, that service would be considered timely under the second definition

of timely in the CWSP. Moreover, the definition makes no distinction between an individual property owner seeking to build one or two houses and a developer seeking a larger subdivision. Where the purveyor insists on extension by the property owner, 120-day clock for timely service starts on completion of the extension, regardless of the time or expense it may take for the owner to complete that extension. This potential problem may be handled through development of criteria for the "reasonable" prong of the timely and reasonable service requirement, but such an assessment is beyond the scope of this memo.

D. CWSP Development Process

When an applicant proposes a project in the county requiring water service, the County's response depends on whether the applicant's property is located inside a water purveyor's retail service area, future service area, or not in the service area of a water purveyor at all. See CWSP § 6.4.1. If within the retail service area of a water purveyor, the municipal water supplier has a duty to serve the property if it can do so in a timely and reasonable manner, has capacity, and has sufficient water rights. The water purveyor then notifies the County that it will or will not serve the property. Serving the property may include running lines direct from existing infrastructure to the property, developing a new detached system to serve the property owned and operated by the purveyor, and entering into an agreement with the applicant for the development of a new detached system which will one day be connected to the existing system. If the purveyor cannot serve the property, the applicant will be referred to the nearest other purveyor. If that purveyor is unable to serve, the applicant will be able to develop their own alternate water supply.

For property located in the future service area of a water purveyor, the options are slightly different. The water purveyor does not have a duty to serve properties in its future service area, as it does in its retail service area. The County's order of preference for project's in a water purveyor's future service area are: (1) the water purveyor extends service to the property;² (2) the purveyor denies service, the applicant requests service from the next-closest purveyor, and that purveyor provides service. This requires an amendment to both purveyors' service boundaries; (3) the purveyor allows the development of a new remote system, which it then takes ownership of; (4) the purveyor allows the development of a new remote system owned by the applicant and operated by the applicant or a third party, but with an agreement regarding operational requirements and financial obligations; (5) the water purveyor denies service entirely, and a new water system is formed.

Before forming a new private or public water supply, either because the project is in a future service area but unable to be served or because it is completely outside any purveyor's service area, the County will require the applicant to request service from all water purveyors with water system plans allowing for expansion within half a mile of the proposed project. If one of those purveyors can serve the project, it may expand its service area boundaries. If no purveyor can serve the project, the applicant may establish a new private water supply (serving one or two single family homes) or public water system (serving two or more single family homes).

² Presumably this would require a revision to the purveyor's water system plan, since this property would need to be designated as within the retail service area.

E. CWSP Dispute Resolution

The PWSCA also allows counties to implement a dispute resolution procedure. RCW 70.116.050(6). Section 9 of the CWSP provides that mechanism. Appeals of decisions by water purveyors go to the Whatcom County Hearing Examiner, which are then appealable to the County Council and then Superior Court. Only a few issues are appealable; issues regarding water service within a purveyor's retail service area are not appealable. As many water purveyors in Whatcom County have only a retail service area, the applicability and usefulness of the appeals process is very limited at best. It is our understanding that no appeals have been filed.

III. The County Has Authority to Approve and Change The CWSP

The PWSCA, Ch 70.116 RCW, authorizes establishment of a coordinated water system plan in critical water supply service areas. Critical water supply service areas are categorized by a proliferation of small, inadequate water suppliers or by water quality or quantity problems. Most all of inhabited Whatcom County is designated as a critical water supply area. CWSP Fig. 1-1.

A committee of the County Council, county staff, and water purveyors serving more than fifty customers developed the CWSP through a public process, which was approved by the Secretary of the Department of Health and adopted by the County Council. The County Council may initiate revision or update the CWSP at any time. RCW 70.116.060(6).

The PWSCA (Ch 70.116 RCW) places no limit on the extent to which the County may amend the CWSP. Any such amendment must be consistent with the Municipal Water Law. For example, the County cannot contravene a municipal water supplier's duty to serve properties within its retail service area. It can, however, revise its definitions of "timely" and "reasonable," which has the practical effect of defining the duty to serve.

The County has additional authority under RCW 19.27.097 to require a project applicant to connect to an existing public water system: "the county or city may impose conditions on building permits requiring connection to an existing public water system where the existing system is willing and able to provide safe and reliable potable water to the applicant with reasonable economy and efficiency."

IV. The County Has Authority to Define Timely and Reasonable

As discussed above, the phrase "timely and reasonable" appears twice in Washington water law, both times with virtually no definition. Neither law gives the County the explicit authority to define "timely" and "reasonable." However, The Public Water System Coordination Act states that the County can determine whether a purveyor is capable of serving a property in a timely and reasonable manner "pursuant to guidelines developed by the secretary." RCW 70.116.060(3)(b). DOH Publication 331-444, which is a guideline developed by the secretary, states, "CWSPs provide a local foundation to define timely and reasonable service and to administer the provision of timely and reasonable service within a critical water supply service area (CWSSA)."

There is no rule in the Washington Administrative Code defining “timely” and “reasonable” and no other DOH publication defining it. The statute instructs DOH to create guidelines, and the only guidelines established by DOH instruct CWSPs to define “timely and reasonable.” Since the County adopts the CWSP, it is within the County’s purview to define “timely and reasonable” in the CWSP.

There are other statements in the PWSCA that give broad authority to impose various conditions on water purveyors via the CWSP. The statute requires such plans to address “[f]uture service area designations; assessment of the feasibility of shared source, transmission, and storage facilities; emergency inter-ties; design standards; and other concerns related to the construction and operation of the water system facilities.” RCW 70.116.030(1). And, “[t]he plan shall provide for maximum integration and coordination of public water system facilities consistent with the protection and enhancement of the public health and well-being.” RCW 70.116.050(2). Defining “timely” and “reasonable” helps to integrate and coordinate water facilities by describing where those facilities will and will not be built.

V. Municipal Corporations Should Be Provided Deference

Municipal water suppliers fall into two main categories: those organized as municipal corporations under state law, and those which are not. In the former category are water districts, public utility districts, and cities and towns, governed by Titles 57, 54, and 35 and/or 35A RCW respectively. In the latter are non-municipal corporations, often referred to as non-government organizations and typically include water associations and other privately-owned associations and clubs. Most of these non-government organizations operate community systems and are organized as Washington nonprofit corporations under Title 24 RCW.

There are a number of important structural differences in system operations between a municipal corporation and a non-government.³ Water districts are municipal corporations and local governments, as are cities and counties. They are headed by elected officials directly accountable to the voters that elected them. Therefore, the decision makers are elected representatives of the public, governed by the Open Public Meetings Act (Chapter 42.30 RCW) and required to make decisions in open public meetings. Water district records are subject to the Public Records Act (Chapter 42.56 RCW) and all other laws applicable to local government including without limitation the code of ethics for municipal officers, public bidding laws, and laws applicable to public financing and auditor oversight. Moreover, because water districts are public entities which adopt public policy and code through a legislative process, citizens seeking redress of a grievance may contact their elected representatives at the district or city and attend their meetings. Ratepayers of a water district unhappy with their elected representatives’ policies on system extensions may run for the board of commissioners or support candidates more sympathetic to their viewpoint.

By contrast, non-government water suppliers are governed by none of these laws and are only as accountable as their corporate documents make them. To the extent there have been challenges with timely and reasonable, to our knowledge they have arisen only with non-government water systems. It is

³ Even the Public Water System Coordination Act treats water purveyors organized as municipal corporations slightly differently than water purveyors not organized that way. “Nonmunicipally owned public water systems” are exempt from portions of the Public Water System Coordination Act, but must still designate a service area and may designate a future service area. RCW 70.116.050(1).

beyond the scope of this memo to comment further, but the County should be careful not to intrude on the water utility planning and public legislative process of another local government such as a water district.

Based on the foregoing, the determination and criteria for "timely and reasonable" and reasonable service should be left up to water districts and their publicly elected board of commissioners. Some water districts have detailed policies on when and under what condition it will issue a denial of service letter. The County should be loath to attempt to intervene in the business of the water districts.

VI. Conclusion


The County adopted the CWSP through an established process involving both the public and stakeholders. The current definition of "timely and reasonable" in the CWSP may be altered through this established process to be more meaningful. But such changes should be carefully measured and apply only to non-government water systems. Water districts are local governments, some of which, through their own legislative process, have adopted detailed code provisions on timely and reasonable service connection issues. Water district board of commissioners are publicly elected and accountable to their constituents. The County should defer to the service area planning and policies of water districts on all subjects of system planning and connection policies.



LAKE WHATCOM WATER AND SEWER DISTRICT

AGENDA BILL

Item **SC**

DATE SUBMITTED:	July 18, 2018	MEETING DATE:	June 25, 2018
SUBJECT:	Water District Caucus Interlocal Agreement		
TO: BOARD OF COMMISSIONERS	FROM: Bill Hunter		
MANAGER APPROVAL			
ATTACHED DOCUMENTS	June 13, 2018 Minutes		
	Revised Interlocal 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

At the June 13, 2018 meeting, the Board authorized the interim General Manager to sign a draft interlocal agreement between the water Districts in Whatcom County. The interlocal agreement covers cost sharing for review of legal matters of common interest to the parties in addition to those associated with the WRIA 1 process such as strategic planning for protection of water resources, water rights, water/sewer system plans, and to analyze legislation affecting the Whatcom Water District Caucus. 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.

Since June 13th, the document has undergone several minor revisions related to the process of cost sharing, confidentiality, addition of members, and defining a point of contacts at each agency.

FISCAL IMPACT

Not known.

RECOMMENDED BOARD ACTION

See proposed motion.

PROPOSED MOTION

To authorize the interim General Manager to execute the revised interlocal agreement between the water Districts in Whatcom County.

water and sewer infrastructure. Staff recommends executing a new agreement with Sudden Valley to define expectations, responsibilities, and liabilities for these 2018 projects.

Action Taken

Citron moved, Ford seconded, to authorize staff to execute the 2018 Utility Protection Agreement with Sudden Valley Community Association as presented.

Proposed County Health Code 24.11 Amendment

Hunter apprised the Board of current County Council 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. Carmichael explained that the proposed standard is not consistent with current District 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.

At the May 16th, 2018 water caucus meeting, the five districts represented expressed interest 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 and water associations.

The Water District Caucus also discussed having Carmichael 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 previous agreements. An interlocal agreement with other local districts would allow the District to cost share legal research and position papers that address issues common to all districts and could prove to be an effective tool to share costs and coordinate like interests. Discussion followed.

Action Taken

Citron moved, Ford seconded, to authorize the General Manager to sign this draft interlocal agreement between the water Districts in Whatcom County. Motion Passed.

Carter moved, Ford seconded, to authorize Task Order #1 with a budget for our participation in an amount not to exceed \$5,000. Motion passed.

} *

Sewer System Time for Connection

Mankamyer communicated that clearing activity work window limitations from June 1 to September 30 within the Lake Whatcom Watershed Overlay District 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.

Action Taken

Ford moved, Carter seconded, to adopt Resolution 846 amending the District's Administrative Code as presented. Motion passed.

Status Update on Additional Septic Systems Near District Sewers

Mankamyer informed the Board that 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. This ongoing agenda item

RETURN TO:

BIRCH BAY WATER & SEWER DISTRICT

7096 Point Whitehorn Road

Blaine, WA 98230

DOCUMENT TITLE:

INTERLOCAL AGREEMENT BETWEEN

BIRCH BAY WATER AND SEWER DISTRICT; WHATCOM COUNTY WATER DISTRICT NO.2; WHATCOM COUNTY WATER DISTRICT NO.7; WHATCOM COUNTY WATER DISTRICT NO. 13; GLACIER WATER DISTRICT; LAKE WHATCOM WATER AND SEWER DISTRICT, COLUMBIA VALLEY WATER DISTRICT; POINT ROBERTS WATER DISTRICT NO. 4; SAMISH WATER DISTRICT; ACME WATER DISTRICT NO. 18
REGARDING RETENTION OF LEGAL SERVICES

REFERENCE NUMBER OF RELATED DOCUMENT:

N/A

GRANTORS:

BIRCH BAY WATER & SEWER DISTRICT; WHATCOM COUNTY WATER DISTRICT NO.2; WHATCOM COUNTY WATER DISTRICT NO.7; WHATCOM COUNTY WATER DISTRICT NO. 13; GLACIER WATER DISTRICT; LAKE WHATCOM WATER & SEWER DISTRICT; COLUMBIA VALLEY WATER DISTRICT; POINT ROBERTS WATER DISTRICT NO. 4; SAMISH WATER DISTRICT; ACME WATER DISTRICT NO. 18

GRANTEE:

BIRCH BAY WATER & SEWER DISTRICT; WHATCOM COUNTY WATER DISTRICT NO.2; WHATCOM COUNTY WATER DISTRICT NO.7; WHATCOM COUNTY WATER DISTRICT NO. 13; GLACIER WATER DISTRICT; LAKE WHATCOM WATER & SEWER DISTRICT; COLUMBIA VALLEY WATER DISTRICT; POINT ROBERTS WATER DISTRICT NO. 4; SAMISH WATER DISTRICT; ACME WATER DISTRICT NO. 18

ABBREVIATED LEGAL DESCRIPTION:

N/A

ASSESSOR'S TAX PARCEL NUMBER(S):

N/A

**INTERLOCAL AGREEMENT BETWEEN
BIRCH BAY WATER AND SEWER DISTRICT, WHATCOM COUNTY WATER
DISTRICT NO.2, WHATCOM COUNTY WATER DISTRICT NO.7, WHATCOM
COUNTY WATER DISTRICT NO. 13, GLACIER WATER DISTRICT, LAKE
WHATCOM WATER AND SEWER DISTRICT, COLUMBIA VALLEY WATER
DISTRICT, POINT ROBERTS WATER DISTRICT NO. 4, SAMISH WATER DISTRICT
AND ACME WATER DISTRICT NO. 18**

This Interlocal Agreement ("Agreement") is entered into this ____ day of _____, 2018, by and between Birch Bay Water & Sewer District (hereinafter the "Birch Bay"), Whatcom County Water District No. 2 ("WCWD #2"), Whatcom County Water District No. 7 ("WCWD #7"), Whatcom County Water District No. 13 ("WCWD #13"), Glacier Water District ("Glacier"), Lake Whatcom Water & Sewer District ("LWWSD"), Columbia Valley Water District ("CVWD"), Point Roberts Water District No. 4 ("PRWD"), Samish Water District ("SWD") and Acme Water District No. 18 ("AWD"), Washington municipal corporations, jointly referred to herein as (the "Parties") and individually as ("Party") in consideration of the mutual promises and covenants contained herein.

WHEREAS, RCW 39.34 permits governmental entities to enter into interlocal agreements to accomplish mutually beneficial purposes in the public's interest; and

WHEREAS, the Parties are governmental entities operating public water and public sewer systems providing potable water and wastewater services within their respective service areas; and

WHEREAS, some but not all of the Parties previously entered into an interlocal agreement dated March 19, 2013 for the retention of legal services focused on Watershed Planning, RCW 90.82 and the water resources and watershed planning processes associated with WRIA 1; and

WHEREAS, in this Agreement, the Parties intend to broaden the scope and purpose of the prior interlocal agreement to include review of legal matters of common interest to the Parties in addition to those associated with the WRIA 1 process; and

WHEREAS, the "Whatcom Water District Caucus" means the organization which is part of the Planning Unit for WRIA 1 watershed planning comprised of water districts located In Whatcom County. The members of this caucus include Acme Water District #18, Birch Bay and Sewer District, Columbia Valley Water District, Glacier Water District, Lake Whatcom Water and Sewer District, Point Roberts Water District #4, Samish Water District, Whatcom County Water District #2, Whatcom County Water District #7, Whatcom County Water District #13.

WHEREAS, the Parties agree that a long-term agreement for professional legal services is beneficial to the Parties and their stakeholders as a means to facilitate strategic planning for

protection of their water resources, water rights, and water and sewer system plans, and to discuss and analyze issues and legislation affecting the Whatcom Water District Caucus; and

WHEREAS, the Parties are governmental entities operating public water systems providing potable water service and with some providing waste water services within their respective service areas. The Parties desire to contract to retain professional legal services pursuant to this Agreement; and

WHEREAS, the Parties intend that under this Agreement legal services will be provided by specific task orders which individual Parties may or may not choose to participate in funding, depending upon the task, and that a Party's decision not to participate in funding a particular task shall be without prejudice to its right to participate in funding any other task; and

WHEREAS, the Parties agree it is in the public interest to work cooperatively on some issues and believe it will be most efficient to adopt an interlocal agreement establishing common procedures for cost-sharing and efficient management of legal services; and

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

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

ARTICLE 1. PURPOSE AND SCOPE

The purpose of this Agreement is to establish a cooperative framework within which the Parties retain Robert A. Carmichael, Carmichael Clark, P.S. (hereafter "Carmichael Clark"), including the same firm in event of a firm name change, as its attorney or attorneys to perform legal services in furtherance of the purpose of this Agreement. The legal services will aid in discussion and analysis of, issues relating to WRIA 1, current and future legislation affecting the Parties' water system planning, water rights, sewer service, administrative issues and other issues affecting the Whatcom Water District Caucus. The cooperative efforts enabled by this Agreement are intended to reduce the cost of legal services. The Parties intend that existing written agreements between the Parties in place as of the date of this Agreement shall continue in effect until they expire or are terminated and that task orders entered between the Parties for water district caucus related activities shall be accomplished under the umbrella of and in accordance with this Agreement. In the event there is a conflict between this Agreement and an existing written agreement between the Parties, the existing written agreement shall take precedence; except that, this Agreement shall supersede and have precedence over that certain interlocal agreement between most of the Parties hereto dated March 19, 2013.

ARTICLE 2. ADMINISTRATION

This Agreement shall be jointly administered by Birch Bay's General Manager ("Administrators"), or his respective designees. This Agreement creates no joint board or separate legal entity.

ARTICLE 3. MANAGEMENT AND COMMITMENTS

Legal services shall be provided in accordance with the provisions herein.

3.1 *Services and Materials Defined by Task Order.* As the need arises, any Party or Parties may request and execute a task order for legal services and/or materials, subject to the approval of such general scope of work and the budget for said scope of work by each requesting Party's respective Board of Commissioners, General Manager, or other authorized person, whichever may be required by such Party. Mr. Carmichael or another attorney in Carmichael Clark, shall perform legal services at the discounted rate of \$215/hour and any work performed by a paralegal shall be performed at a discounted rate of \$80/hour. These rates will be adjusted annually in the first quarter of each year by Carmichael Clark to reflect increases in cost of living. Carmichael Clark will provide the Administrators of the Agreement with written notice of said rate increases. The services and/or materials to be provided will be delineated in sequentially numbered task orders. Such task order(s) will identify the scope of work. Each task order shall establish a budget for completing the identified task.

3.2 *Agreement for Task Order and Funding.* Each task order shall be identified as a task order entered pursuant to this Agreement, and shall be subject to all terms of this Agreement. Each Party that requests, executes, or agrees to execution of a task order shall share equally or as otherwise agreed upon in the applicable task order, in the funding and expense of the scope of work set forth in the applicable task order with the other Parties that have requested, executed, or agreed to execution of that task order. Parties which have not requested, executed, or agreed to execution of a task order shall not be responsible to share in funding for that task order. The budget stated in a task order shall not be exceeded without the agreement of the Parties responsible for funding that task order and by execution of an amended task order.

3.3 *Ownership of Property Acquired.* No Party shall obtain, accept or acquire any real or personal property for joint ownership by both Parties without executing a prior amendment to this Agreement in conformance with RCW 39.34.030(4) specifying the manner of acquiring, holding and disposing of real and/or personal property used in the joint undertaking. Any final work product produced under this Agreement may be available upon request to those Parties which requested, executed, or agreed to execution of the applicable task order for the relevant work product.

3.4 *Invoice Transmittal.* Invoices shall be submitted to Birch Bay and Birch Bay shall timely pay the invoices submitted and seek reimbursement from the other Parties that have agreed to the task order. Birch Bay shall transmit a copy of the invoice for such services and/or materials to the other such Parties for payment in accordance with the applicable task order. The Parties shall submit payment for the relevant invoice(s) to Birch Bay. Said Parties shall make a good faith effort to review invoices without delay and to indicate any disapproval of same in writing within one week of their receipt to the other Party. The Parties shall attempt to resolve payment disputes as quickly as possible.

3.5 Failure to Pay. In the event that a responsible Party does not pay its share of an invoice within forty-five (45) days from the date of receipt, the other Parties that authorized the task order may provide the non-paying Party a notice of intent to suspend and/or direct the suspension of all or any portion of the work authorized by this Agreement. Non-paying Parties remain responsible for their share of an invoice and must reimburse paying Parties. If no payment or authorization of payment is forthcoming from the non-paying Party within five (5) days of its receipt of a notice of intent to suspend work, the notifying Party may in its sole discretion suspend and/or direct the suspension of all or any portion of the work authorized by this Agreement. Birch Bay shall under no circumstances be required to pay the non-paying Party's share, but may do so in its sole discretion without prejudice to any future determination that the non-paying Party is liable for reimbursement of such payment under this Agreement.

ARTICLE 4. DURATION

This Agreement shall be effective upon recording with the Whatcom County Auditor and shall remain in effect for five (5) years from the date of said recording, unless otherwise earlier terminated pursuant to Article 5. The Parties may extend the term of this Agreement for five (5) additional years by mutual written agreement.

ARTICLE 5. TERMINATION

5.1 Required Notice. Written notice of Material Breach sent by any Party shall result in termination of this Agreement, effective at the conclusion of the Wind-Up Period described in paragraph 5.5. Also, this Agreement may be terminated by any Party at any time, with or without cause, by providing ten (10) days prior written notice thereof to the Administrators, who shall then notify all other Parties.

5.2 Costs and Fees. Upon termination, each Party shall be responsible for its share of the fees and costs incurred up to the date of termination in accordance with the terms herein.

5.3 Disputes. In the event the Parties cannot agree to resolution of any dispute relating to termination within sixty (60) days before or after of the termination date of this Agreement, then the dispute shall be processed in accordance with Section 8.1 herein before any litigation is initiated.

5.4 Termination Costs. The costs associated with terminating this Agreement shall be borne by the Party who elects to terminate, or in the event of a Material Breach, by the breaching party.

5.5 Notice of Material Breach and Wind-Up Period. Any Party claiming a Material Breach of this Agreement shall send a written notice to the Administrators and to all other Parties, which notice shall contain a description of said Material Breach. In the event notice of a Material Breach of this Agreement is sent as described herein, the Parties shall, unless mutually agreed otherwise, continue to perform their respective obligations under this Agreement for two (2) months after the date of written notice of the Material Breach (the "Wind Up Period"); provided, however, that the Wind-Up Period shall be one (1) month from the date of the written

notice if the Material Breach involves any Party's failure to make the Contract Payment; provided further, that during the Wind-Up Period, the Parties should coordinate their efforts to prepare for the transition to any alternative legal representation. The Parties will be responsible for all payments required herein until the conclusion of the Wind-Up Period.

5.6 *Material Breach.* A Material Breach includes without limitation failure to timely pay an invoice or any portion thereof as it becomes due, as described within this Agreement, and/or failure to abide by the confidentiality section of this Agreement.

ARTICLE VI. EXISTING LEGAL REPRESENTATION

6.1 *Existing Agreement.* Birch Bay Water & Sewer District, Lake Whatcom Water & Sewer District, Water Districts No. 2 and 7, Glacier Water District, and Acme Water District No. 18 currently retain or in recent past have retained Robert A. Carmichael of Carmichael Clark, P.S. for legal services ("Existing Clients"). Nothing contained in this Agreement shall affect said relationship.

6.2 *Conflicts of Interest.* In the context of joint legal representation, a conflict of interest arises when two clients have directly adverse interests or when representation of one client materially limits the representation of another client. If a conflict of interest develops, representation pursuant to this Agreement may continue if it is reasonably believed that the continued representation will not adversely affect the attorney-client relationship and the clients consent following full disclosure of material facts by the attorneys. If continued representation will adversely affect the attorney-client relationship, the attorneys retained herein must withdraw from legal representation of all the Parties to this Agreement but, may choose to represent one or more Parties so long as such representation does not result in breach of attorney-client privileged communications or otherwise violate the rules of professional responsibility for attorneys. If a conflict of interest arises, Mr. Carmichael and Carmichael Clark may withdraw from representation of all Parties..

ARTICLE VII. INSURANCE

7.1 *Maintenance of Insurance.* For the duration of this Agreement, the Parties shall maintain their own insurance. Each Party shall hold harmless the other Party for any claims, lawsuits or accusations that occurred prior to the Commencement Date of this Agreement.

7.2 *Hold Harmless.* Each Party agrees to defend, indemnify and hold harmless the other Parties, their officers, officials, employees and volunteers from any and all claims, costs, including reasonable attorneys' and expert witness fees, losses and judgments arising out of the negligent and intentional acts or omissions of such Party's officers, officials, employees and volunteers in connection with the performance of this Agreement. The provisions of this section shall survive the expiration or termination of this Agreement. It is further specifically and expressly understood that the hold harmless and defense and indemnification provisions agreed to herein constitutes each Party's limited waiver of immunity under industrial insurance, Title 51

RCW, solely to carry out the purposes of this paragraph. The Parties further acknowledge that they have mutually negotiated this waiver.

ARTICLE 8. ADMINISTRATIVE; OTHER PROVISIONS

8.1 *Dispute Resolution.* Any dispute arising out of the terms and conditions of this Agreement shall first be subject to the following mediation process. If a dispute shall arise, a meeting shall be held promptly between the Parties to attempt in good faith to negotiate a resolution to the dispute. For purposes of this section 8.1 "promptly" shall mean within fourteen (14) calendar days of a Party requesting a meeting to resolve a dispute. If within ten (10) days after such meeting the Parties have not succeeded in resolving the dispute, then the dispute shall be mediated. Any Party may provide written notice to the other that the dispute shall be submitted to mediation and a mediator shall be selected. In the event that within seven (7) days of receipt of said written notice the Parties are unable to agree on a mediator, any Party may request appointment of a mediator by the Whatcom County Superior Court. The Parties shall cooperate to assure that mediation occurs in a timely manner and both parties shall supply all materials provided to the mediator to the other party at least two (2) days before mediation. Engaging in mediation shall not affect any claim, right, remedy, or defense of any party. Should mediation prove unsuccessful, all claims, rights, remedies and defenses of any party shall be preserved.

8.2 *Prevailing Party or Parties.* In the event any Party or Parties herein finds it necessary to bring an action against another Party or Parties to enforce any of the terms, covenants or conditions hereof or any instrument executed pursuant to this Agreement by reason of any breach or default hereunder or there under, the Party or Parties prevailing in any such action or proceeding shall be paid by the non-prevailing Party or Parties all costs and attorneys' fees incurred, and in the event any judgment is secured by such prevailing Party or Parties, all such costs and attorneys' fees of collection shall be included in any such judgment.

8.3 *Reporting.* During the term of this Agreement, the Birch Bay General Manager, or his respective designee shall provide periodic reports to the Parties concerning the provision of legal services under this Agreement. Any questions concerning the legal representation shall be directed to the Birch Bay General Manager who shall in turn relay the concern to Mr. Carmichael.

8.4 *Representation on Intergovernmental Boards.* Mr. Carmichael or his designee, may serve as the representative for the Parties on any matters involving the provision of legal services under this Agreement. The Parties reserve the right to represent themselves in any matter in which the interests of the Parties are not mutual, when they deem it in their interest to do so, or whenever any matter relates to the appropriation of or expenditure of funds beyond the terms of this Agreement.

8.5 *Confidentiality.* The Parties do not wish to waive any protections of the attorney client privilege and the work product doctrine. Accordingly, any information or materials which

otherwise would be protected from disclosure to third parties will remain confidential despite being made available to cooperating attorneys and the Parties; except that, Mr. Carmichael's or Carmichael Clark's P.S. work product produced pursuant to a task order requested under this Agreement may be disclosed to third parties at the direction of the Administrators. Notwithstanding the foregoing, if a Party does not wish for the task order generated work product from Mr. Carmichael or Carmichael Clark P.S. to be disclosed it shall expressly state this preference in the applicable task order and the work product will not be disclosed by Mr. Carmichael or Carmichael Clark P.S. without the prior written consent of the Parties that requested the applicable task order. Any non-publicly available information provided to Mr. Carmichael or Carmichael Clark P.S. by Existing Clients shall remain confidential unless this information is disclosed by an Existing Client to another Party or third party or unless an Existing Client directs Mr. Carmichael or Carmichael Clark P.S., either explicitly or implicitly, to disclose the information. In the event a Party receives a request under the Washington Public Disclosure Act, RCW 42.56, for the production of documents which may include confidential materials, the Party receiving the request will notify all other Parties, and all Parties will take appropriate steps to prevent production of documents determined to be privileged including, but not limited to, seeking a protective order. If any Party disagrees with a determination to release documents, that Party shall be given the opportunity to seek a protective order against such disclosure or the use of accidentally disclosed documents. This subsection shall survive termination of this Agreement.

8.6 Noticing Procedures. All notices, demands, requests, consents, and approvals which may, or are required to be given by any Party to any other Party hereunder, shall be in writing and shall be deemed to have been duly given if delivered personally, sent by facsimile, sent by nationally recognized overnight delivery service, sent by electronic mail with confirmation of delivery, or if mailed or deposited in the United States mail, sent by registered or certified mail, return receipt requested, and postage prepaid to:

Birch Bay

General Manager
Birch Bay Water & Sewer District
7096 Point Whitehorn Road
Birch Bay, WA 98230
dan@bbwsd.com

Glacier

Office Manager
Glacier Water District
PO Box 5070
Glacier, WA 98244-5070
glacierwater@glacierwaterdistrict.com

WCWD #13

Board President
532 Sprague Valley Dr.
Maple Falls, WA 98266

WCWD #2

Board President
1615 Bayon Rd.
Bellingham, WA 98225

WCWD #7

Board President
P.O. Box 28700
Bellingham, WA, 98228

LWWSD

General Manager
1220 Lakeway Drive
Bellingham, WA 98229

CVWD

Board President
6229 Azure Way.
Maple Falls, WA 98266

PRWD

Board Chairman
79 Tyee Dr. Suite A
Point Roberts, WA 98281

SWD

Board President
2195 Nulle Road
Bellingham, WA 98229

AWD

Board President
P.O Box 13
Acme, WA 98220

Each Party is responsible for providing written notice to the other Parties of any change to their contact information from what is set forth above, or any change thereafter.

8.7 *Parties Are Separate Entities.* The Parties are each separate and independent public entities operating pursuant to the terms and conditions of this Agreement. No agent, employee, or representative of a Party to this Agreement shall be deemed to be an agent, employee, or representative of any other Party for any purpose.

8.8 *Nonwaiver of Breach.* Failure of either 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.

8.9 *Assignment.* No Party may assign this Agreement or any interest, obligation or duty herein without the express written consent of all the other Parties.

8.10 *Severability.* If any term or provision of this Agreement or the application thereof to any person, entity or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement and the application of such term or provision to persons, entities or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

8.11 *"Days" Means Calendar Days.* Unless otherwise specified, all deadlines in this Agreement expressed by a certain number of days shall mean "calendar" days.

8.12 *Governing Law.* The laws of the State of Washington shall govern any disputes arising under this Agreement.

8.13 *Venue.* Subject to Section 8.1 herein, any disputes shall be adjudicated in the Superior Court for Whatcom County, Washington, unless otherwise agreed.

8.14 Section Headings. Section headings or captions are for reference only and shall not affect the construction or interpretation of this Agreement.

8.15 Applicability. This Agreement shall not supersede any existing agreements, interlocal agreements and amendments to interlocal agreements in effect between the Parties as of the date of this Agreement. Subject to the purpose and scope of this Agreement set forth in Article 1, this Agreement shall apply to all joint undertakings of the Parties which are not already governed by an existing agreement and to all future tasks within the scope of an existing interlocal agreement between the Parties which has overlapping purposes with this Agreement.

8.16 Entire Agreement – Modifications Must Be In Writing. This Agreement constitutes the entire agreement between the Parties as to the matters contained herein. This Agreement may be modified in writing only, upon mutual agreement of the Parties; except as provided in Section 8.17 below.

8.17 Adding Parties to Agreement. Any member of the Whatcom Water District Caucus or any other water or sewer district with a service area in Whatcom County which is not a Party to this Agreement at its effective date, shall have a right to accept and be bound by the terms hereof and to enter into this Agreement along with the Parties hereto upon execution and recording of the addendum attached hereto as Exhibit A with the appropriate references to this Agreement. Such a newly added Party, upon execution and recording of a completed Exhibit A, shall become a full Party with all rights, privileges, and obligations of an original Party hereto.

8.18 Counterparts. This Agreement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

EXHIBIT A

RETURN TO:

BIRCH BAY WATER & SEWER DISTRICT
7096 Point Whitehorn Road
Blaine, WA 98230

DOCUMENT TITLE:

ADDENDUM NO. ____ TO INTERLOCAL AGREEMENT BETWEEN
BIRCH BAY WATER AND SEWER DISTRICT; WHATCOM COUNTY WATER DISTRICT
NO.2; WHATCOM COUNTY WATER DISTRICT NO.7; WHATCOM COUNTY WATER
DISTRICT NO. 13; GLACIER WATER DISTRICT; LAKE WHATCOM WATER AND
SEWER DISTRICT, COLUMBIA VALLEY WATER DISTRICT; POINT ROBERTS WATER
DISTRICT NO. 4; SAMISH WATER DISTRICT; ACME WATER DISTRICT NO. 18
REGARDING RETENTION OF LEGAL SERVICES

REFERENCE NUMBER OF RELATED DOCUMENT:

GRANTORS:

BIRCH BAY WATER & SEWER DISTRICT; WHATCOM COUNTY WATER DISTRICT
NO.2; WHATCOM COUNTY WATER DISTRICT NO.7; WHATCOM COUNTY WATER
DISTRICT NO. 13; GLACIER WATER DISTRICT; LAKE WHATCOM WATER & SEWER
DISTRICT; COLUMBIA VALLEY WATER DISTRICT; POINT ROBERTS WATER
DISTRICT NO. 4; SAMISH WATER DISTRICT; ACME WATER DISTRICT NO. 18; AND

GRANTEE:

BIRCH BAY WATER & SEWER DISTRICT; WHATCOM COUNTY WATER DISTRICT
NO.2; WHATCOM COUNTY WATER DISTRICT NO.7; WHATCOM COUNTY WATER
DISTRICT NO. 13; GLACIER WATER DISTRICT; LAKE WHATCOM WATER & SEWER
DISTRICT; COLUMBIA VALLEY WATER DISTRICT; POINT ROBERTS WATER
DISTRICT NO. 4; SAMISH WATER DISTRICT; ACME WATER DISTRICT NO. 18; AND

ABBREVIATED LEGAL DESCRIPTION:

N/A

ASSESSOR'S TAX PARCEL NUMBER(S):

N/A

**ADDENDUM NO. <> TO INTERLOCAL AGREEMENT BETWEEN
BIRCH BAY WATER AND SEWER DISTRICT, WHATCOM COUNTY WATER
DISTRICT NO.2, WHATCOM COUNTY WATER DISTRICT NO.7, WHATCOM
COUNTY WATER DISTRICT NO. 13, GLACIER WATER DISTRICT, LAKE
WHATCOM WATER AND SEWER DISTRICT, COLUMBIA VALLEY WATER
DISTRICT, POINT ROBERTS WATER DISTRICT NO. 4, SAMISH WATER DISTRICT
AND ACME WATER DISTRICT NO. 18**

This Addendum to the Interlocal Agreement is entered into this ____ day of _____, 20____, by and between Birch Bay Water & Sewer District (hereinafter the "Birch Bay"), Whatcom County Water District No. 2 ("WCWD #2"), Whatcom County Water District No. 7 ("WCWD #7"), Whatcom County Water District No. 13 ("WCWD #13"), Glacier Water District ("Glacier"), Lake Whatcom Water & Sewer District ("LWWSD"), Columbia Valley Water District ("CVWD"), Point Roberts Water District No. 4 ("PRWD"), Samish Water District ("SWD") and Acme Water District No. 18 ("AWD"), Washington municipal corporations, jointly referred to herein as (the "Original Parties") and individually as ("Original Party") in consideration of the mutual promises and covenants contained herein.

WHEREAS, the Original Parties entered into an Interlocal Agreement recorded under Whatcom County Auditor File Number _____ ("Interlocal Agreement"); and

WHEREAS, the Original Parties agreed to this Addendum in the Interlocal Agreement; and

WHEREAS, _____, is a Washington municipal corporation and member of the Whatcom Water District Caucus ("District"); and

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

NOW, THEREFORE, in consideration of the mutual covenants contained herein the Original Parties and the District agree as follows:

ADDENDUM

1. The undersigned District acknowledges that it has reviewed and understands the Interlocal Agreement and agrees to be bound by its terms. Upon execution of this Addendum the undersigned District shall become a Party to the Interlocal Agreement, subject to all the terms and with all the rights and obligations therein of the Original Parties.

NAME OF DISTRICT

By: _____
Its: _____

APPROVED as to form:

Attorney for _____

STATE OF WASHINGTON)
) ss.
COUNTY OF WHATCOM)

On this ____ day of _____, 20____, before me personally appeared _____, to me known to be the _____ of _____ Commissioners of _____, and acknowledged that he signed the same as his free and voluntary act and deed, and stated upon oath that he is authorized to execute the foregoing instrument of the said _____ for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written.

Print Name: _____
 NOTARY PUBLIC in and for the
 State of Washington.
 My commission expires: _____

BIRCH BAY WATER & SEWER DISTRICT

Patrick Alesse, President

APPROVED as to form:

Attorney for Birch Bay Water & Sewer District

STATE OF WASHINGTON)
) ss.
COUNTY OF WHATCOM)

On this ____ day of _____, 2018, before me personally appeared PATRICK ALESSE, to me known to be the BOARD PRESIDENT of Commissioners of BIRCH BAY WATER & SEWER DISTRICT, and acknowledged that he signed the same as his free and voluntary act and deed, and stated upon oath that he is authorized to execute the foregoing instrument of the said BIRCH BAY WATER & SEWER DISTRICT for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written.

Print Name: _____
 NOTARY PUBLIC in and for the
 State of Washington.
 My commission expires: _____

James Evangelista, Board President

Attorney for Glacier Water District

On this ____ day of _____, 2018, before me personally appeared JAMES EVANGELISTA, to me known to be the BOARD PRESIDENT of GLACIER WATER DISTRICT, and acknowledged that he signed the same as his free and voluntary act and deed, and stated upon oath that he is authorized to execute the foregoing instrument of the said GLACIER WATER DISTRICT for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written.

NOTARY PUBLIC in and for the
State of Washington.
My commission expires:

WHATCOM COUNTY WATER DISTRICT

#2

Maxine Visser, Board President

APPROVED as to form:

Attorney for Whatcom County Water District #2

STATE OF WASHINGTON)
) ss.
COUNTY OF WHATCOM)

On this ____ day of _____, 2018, before me personally appeared MAXINE VISSER, to me known to be the BOARD PRESIDENT of WHATCOM COUNTY WATER DISTRICT #2, and acknowledged that she signed the same as her free and voluntary act and deed, and stated upon oath that she is authorized to execute the foregoing instrument of the said WHATCOM COUNTY WATER DISTRICT #2 for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written.

NOTARY PUBLIC in and for the
State of Washington.
My commission expires: _____

WHATCOM COUNTY WATER DISTRICT

#7

Mark Lann, Board President

APPROVED as to form:

Attorney for Whatcom County Water District #7

STATE OF WASHINGTON)
) ss.
COUNTY OF WHATCOM)

On this ____ day of _____, 2018, before me personally appeared MARK LANN, to me known to be the BOARD PRESIDENT of WHATCOM COUNTY WATER DISTRICT #7, and acknowledged that he signed the same as his free and voluntary act and deed, and stated upon oath that he is authorized to execute the foregoing instrument of the said WHATCOM COUNTY WATER DISTRICT #7 for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written.

NOTARY PUBLIC in and for the
State of Washington.
My commission expires: _____

**WHATCOM COUNTY WATER DISTRICT
#13**

Phil Cloward, Board President

APPROVED as to form:

Attorney for Whatcom County Water District #13

STATE OF WASHINGTON)
) ss.
COUNTY OF WHATCOM)

On this ____ day of _____, 2018, before me personally appeared PHIL CLOWARD, to me known to be the BOARD PRESIDENT of WHATCOM COUNTY WATER DISTRICT #13, and acknowledged that he signed the same as his free and voluntary act and deed, and stated upon oath that he is authorized to execute the foregoing instrument of the said WHATCOM COUNTY WATER DISTRICT #13 for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written.

NOTARY PUBLIC in and for the
State of Washington.
My commission expires: _____

LAKE WHATCOM WATER AND SEWER DISTRICT

Laura Weide, Board President

APPROVED as to form:

Attorney for Lake Whatcom Water and Sewer District

STATE OF WASHINGTON)
) ss.
COUNTY OF WHATCOM)

On this ____ day of _____, 2018, before me personally appeared LAURA WEIDE, to me known to be the BOARD PRESIDENT of LAKE WHATCOM WATER AND SEWER DISTRICT, and acknowledged that she signed the same as her free and voluntary act and deed, and stated upon oath that she is authorized to execute the foregoing instrument of the said LAKE WHATCOM WATER AND SEWER DISTRICT for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written.

NOTARY PUBLIC in and for the
State of Washington.
My commission expires: _____

COLUMBIA VALLEY WATER DISTRICT

Richard Banel, Board President

APPROVED as to form:

Attorney for Columbia Valley Water District

STATE OF WASHINGTON)
) ss.
COUNTY OF WHATCOM)

On this ____ day of _____, 2018, before me personally appeared RICHARD BANEL, to me known to be the BOARD PRESIDENT of COLUMBIA VALLEY WATER DISTRICT, and acknowledged that he signed the same as his free and voluntary act and deed, and stated upon oath that he is authorized to execute the foregoing instrument of the said COLUMBIA VALLEY WATER DISTRICT for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written.

NOTARY PUBLIC in and for the
State of Washington.
My commission expires: _____

POINT ROBERTS WATER DISTRICT NO. 4

Scott Hackleman, Board Chairman

APPROVED as to form:

Attorney for Point Roberts Water District No. 4

STATE OF WASHINGTON)
) ss.
COUNTY OF WHATCOM)

On this ____ day of _____, 2018, before me personally appeared SCOTT HACKLEMAN, to me known to be the BOARD CHAIRMAN of POINT ROBERTS WATER DISTRICT NO. 4, and acknowledged that he signed the same as his free and voluntary act and deed, and stated upon oath that he is authorized to execute the foregoing instrument of the said POINT ROBERTS WATER DISTRICT NO. 4 for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written.

NOTARY PUBLIC in and for the
State of Washington.
My commission expires: _____

RI

Mike Roberts, Board President

APPROVED as to form:

Attorney for Samish Water District

STATE OF WASHINGTON)
) ss.
COUNTY OF WHATCOM)

On this ____ day of _____, 2018, before me personally appeared MIKE ROBERTS, to me known to be the BOARD PRESIDENT of SAMISH WATER DISTRICT, and acknowledged that he signed the same as his free and voluntary act and deed, and stated upon oath that he is authorized to execute the foregoing instrument of the said SAMISH WATER DISTRICT for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written.

NOTARY PUBLIC in and for the
State of Washington.
My commission expires: _____

ACME WATER DISTRICT NO. 18

_____, Board President

APPROVED as to form:

Attorney for Acme Water District No. 18

STATE OF WASHINGTON)
) ss.
COUNTY OF WHATCOM)

On this ____ day of _____, 2018, before me personally appeared _____, to me known to be the BOARD PRESIDENT of ACME WATER DISTRICT NO. 18, and acknowledged that he signed the same as his free and voluntary act and deed, and stated upon oath that he is authorized to execute the foregoing instrument of the said ACME WATER DISTRICT NO. 18 for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written.


NOTARY PUBLIC in and for the
State of Washington.
My commission expires: _____



LAKE WHATCOM WATER AND SEWER DISTRICT

AGENDA BILL

Item 5 D

DATE SUBMITTED:	July 18, 2018	MEETING DATE:	July 25, 2018
SUBJECT:	North Shore On-Site Septic System Phosphorus Loading Analysis		
TO: BOARD OF COMMISSIONERS	FROM: Bill Hunter		
MANAGER APPROVAL			
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

At the June 27 Board Meeting, Herrera's final technical memorandum that addresses comments received from the Board and various agencies was presented. Discussion followed regarding the Board's response and Commissioner Ford agreed to draft a letter to begin solidifying the Board's official position and desires for next steps in this process. This agenda item is a placeholder for further discussion.

Tentatively, at the August Data Team meeting Rob Zisette from Herrera will present the report to the Data Team, answer questions, and coordinate a presentation to the Lake Whatcom Management Policy Group in September.

FISCAL IMPACT

None.

RECOMMENDED BOARD ACTION

None.

PROPOSED MOTION

None.



LAKE WHATCOM WATER AND SEWER DISTRICT

AGENDA BILL

Item 5.0E

DATE SUBMITTED:	July 19, 2018	MEETING DATE:	July 25, 2018
SUBJECT:	SVCA Fire Hydrant Developer Extension Agreement Application		
TO: BOARD OF COMMISSIONERS	FROM: Bill Hunter		
MANAGER APPROVAL	BA		
ATTACHED DOCUMENTS	1. DEA Application & SVCA AREA Z Concept Map 2. Area Z Water Main Map 3. Pages from Admin Code, Water Comp Plan, and Design Standards		
TYPE OF ACTION REQUESTED	RESOLUTION <input type="checkbox"/>	FORMAL ACTION/ MOTION <input checked="" type="checkbox"/>	INFORMATIONAL /OTHER <input type="checkbox"/>

BACKGROUND / EXPLANATION OF IMPACT

Sudden Valley Community Association (SVCA) has applied for a Conditional Use Permit (CUP) with Whatcom County to install a fabric storage building at their Area Z Maintenance yard. The structure will be about 60'x90' and installed on a concrete slab. It will be used to store their winter emergency supplies (sand, de-icer) and equipment.

SVCA received preliminary feedback from the Fire Marshal indicating that a fire hydrant will be required within 400 feet of the farthest corner of the structure. Attached is SVCA's application to install a fire hydrant and the approximately 400-foot water main extension to meet the Fire Marshal's requirement.

Below is a review of key District requirements to consider for evaluating the Developer Extension Agreement application.

District Administrative Code

Section 3.4.3 - Other Development requires all other development (such as but not limited to subdivision, plats, short plats, commercial, institutional, industrial, etc.) to connect to water by extending and/or replacing a water main past and/or through the property.

Section 3.4.4 – Petition to Waive or Adjust Connection Requirements provides a framework to analyze and discuss requests to waive or adjust requirements. After the initial DEA application requirements are identified, the developer could submit a petition to the District to propose alternatives.

Water System Comprehensive Plan – June 2018

Section 7.1 – Project Review Procedures notes that a request for advance approval by DOH of the District's Design and Construction Standards has been made to be eligible for a project review exception for distribution main projects. This exception was granted in the 2010 edition of the comprehensive plan, but has not yet been granted for the 2018 edition.

Section 7.2 – Policies and Requirements for Outside Parties states District's design and construction standards apply to outside parties and include requirements for utility easements and pipe looping.

Section 8.1.2 – Assessment of Alternatives includes a general statement about DEA's, when they occur, are required to fit into a framework that improves, rather than hampers, the District's ability to operate in the public interest, safely, and cost-effectively. District staff discussed the proposed 8-inch diameter 400-foot dead-end. District staff is actively working to eliminate dead-ends wherever possible. Dead-end water mains create a never-ending operational challenge to ensure residual chlorine levels do not dip below minimums by routine testing and flushing. Based on 2016, 2017, and 2018 water consumptions records at the SVCA shop and the District's Flat Car Sewer Pump Station (Generator cooling water), hydraulic residence times in the proposed 8" 400-foot main could be as much as 17-days. Staff recommends looping if at all possible.

Appendix E – Hydraulic Models and Analysis Results includes a brief discussion about the fire flow assumptions made during modeling. It was assumed that Division 30 Fire Suppression Storage is 500 gpm for 60 minutes because it serves only residential connections. The other reservoirs assume 750 gpm for 60 minutes. The proposed DEA application is for a new hydrant that can deliver 1750 gpm for 90 minutes. Staff recommends that hydraulic model analysis be performed to document the system can deliver that flow rate and reservoirs have adequate Fire Suppression Storage. The modeling will need to consider the different operating configuration as the pressure reducing valves are adjusted change the reservoir service areas to eventually reach full-build out configuration (See Appendix A – Sudden Valley / Geneva Detailed Physical Capacity Analysis storage capacity discussion).

Design and Construction Standards

Section 2.1.2 – Minimum Pipe Size states the minimum diameter is 8-inch and dead-end lines are only permitted where there is a cul-de-sac and where it is not possible to make a loop.

Section 2.1.6 – Providing for Future Extensions requires that utilities be extended through the property to allow for future extension, expansion and continuation of the District's distribution system. SVCA's master plan includes several future building facility improvements (see attached SVCA Area Z Map): Winter Storage Building (which is the fabric storage building mentioned in this DEA application), new Maintenance Building, multiple Storage Buildings (which are not likely to be built due to flood plain issues). Other than, SVCA's Area Z future development plans, the remaining areas are residential lots that have existing water service. Ideally, a new main from Sudden Valley Drive cutting across Area Z to the dead-end main on Louise View Drive (south of Lake Louise Road) would create a large loop for the area, provide a secondary redundant line to connect the Division 30 (south of Lake Louise Road) to the Division 22 Reservoir area (Sudden Valley Drive). Even better would be to connect these two branches in the Area Z parcel, creating 2 more loops and system redundancy. See the "Area Z Water Main Map".

FISCAL IMPACT

None.

RECOMMENDED BOARD ACTION

See proposed motion.

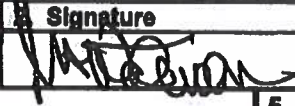
PROPOSED MOTION

Approve the Developer Extension Agreement application for addition of a new fire hydrant in Area Z and authorize the Interim General Manager to enter into a DEA with SVCA with the following conditions:

1. Perform a hydraulic analysis to verify the District system can service the required flow rate and fire flow storage requirements.
2. Provided the hydraulic analysis verifies system can meet fire flow demands, extend the public water main through the property as identified in Administration Code 3.4.3, creating a small loop for the new hydrant (purple dashed line on Area Z Water Main Map), and installing a water main to the intersection of Louise View Drive and Lake Louise Road (green dashed line) which will not be placed into service until looped.

LAKE WHATCOM WATER & SEWER DISTRICT

APPLICATION TO ESTABLISH DEVELOPER EXTENSION AGREEMENT (DEA)

1. Printed Name Mitch Waterman, General Manager	2. Signature 	3. Date Signed 7/2/18
4. Address Sudden Valley Community Association 4 Clubhouse Dr Bellingham, WA 98229	5. Phone Home Work (360) 734-6430 Fax (360) 734-1915	
6. Attach Following Maps (11 x 17 or smaller): <input type="checkbox"/> Assessor map with parcels highlighted (black and white copies only, please) <input type="checkbox"/> Proposed plat or lot layout with proposed water and/or sewer improvements. Show existing and proposed utility easements and public right-of-ways		
7. Project Name Area Z Fire Hydrant		
8. Site and Project Information		
List of Parcel Numbers: 370407-382379	Proposed Number of Water Services:	No new service
	Proposed Number of Sewer Services:	No new service
Current Zoning: R5A	Total Acres: 15.66	
Anticipated Start of Construction: August 2018	Anticipated Construction Duration: One week	
Provide a brief narrative description of the proposed development and requested water and/or sewer services. (If you require more space, please attach a separate sheet of paper): Install fire hydrant and 400 ft of 8-in DI pipe to meet CUP requirement for new Maintenance Storage facility.		

To be completed by District			
9. Application Complete Yes <input type="checkbox"/> No <input type="checkbox"/>	10. Application Fee Received Yes <input type="checkbox"/> No <input type="checkbox"/>	11. Receipt #	12. Received by
13. General Manager Signature		14. Date Signed	

SPECIAL NOTICES TO APPLICANT
<p>➤ When you request to establish a DEA with the District, we will provide you with an Application and a sample of a Developer Extension Agreement. The sample is provided to you for information and planning purposes only.</p> <p>➤ Once the District approves your application, you will be asked to complete and submit the DEA.</p> <p>➤ Application processing steps are printed on the reverse of this form.</p> <p>➤ This Application, once accepted and approved by the District, does not constitute, nor does it imply, a guarantee by the District to provide water or sewer service.</p> <p>➤ This is NOT a "Will Serve" document.</p>

OVERVIEW OF DEVELOPER EXTENSION PROCESS

Application Process:

- A. Developer identifies basic facilities needed for the project.
- B. Developer completes a Developer Extension Agreement (DEA) Application Form.
- C. Board of Commissioners evaluates whether or not to allow extension.

After Board of Commissioners decides to allow extension:

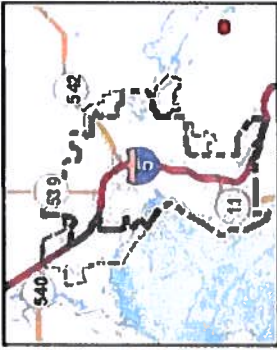
- D. District and Developer sign a Developer Extension Agreement.
- E. Developer designs facilities using District Design Standards.
- F. Developer constructs facilities using District's Construction Standards.
- G. District accepts improvements.
- H. If applicable, District creates a Latecomer's Agreement with Developer per RCW's 56 & 57.

APPLICATION PROCEDURES

1. Applicant furnishes information required on reverse and pays application processing fee.
2. District performs preliminary Application completeness evaluation. If evaluation proves unsatisfactory, the District will return the application package to applicant citing deficiencies, and advise that application revision and resubmission is necessary.
3. Using information provided on the reverse, District ascertains proposed project conformance to the latest approved version of the District's Comprehensive Plan and other relevant District planning requirements. If found that:
 - 3.1. The information provided is insufficient to allow a determination, the District General Manager notifies the Applicant accordingly, citing discrepancies, and advises that Application revision/resubmission is necessary.
 - 3.2. In full conformance, the District General Manager advises the Applicant accordingly, and automatically petitions the District's Board of Commissioners to authorize the creation of a Developer Extension Agreement (DEA).
 - 3.3. In non or partial conformance, the District General Manager notifies Applicant accordingly, citing discrepancies, and advises that Application revision/resubmission is necessary.

If a Comprehensive Plan Amendment is required, the Applicant petitions the District's Board of Commissioners to have the District attempt a formal amendment to the latest approved version of the District's Comprehensive Plan. Applicant is hereby cautioned that:

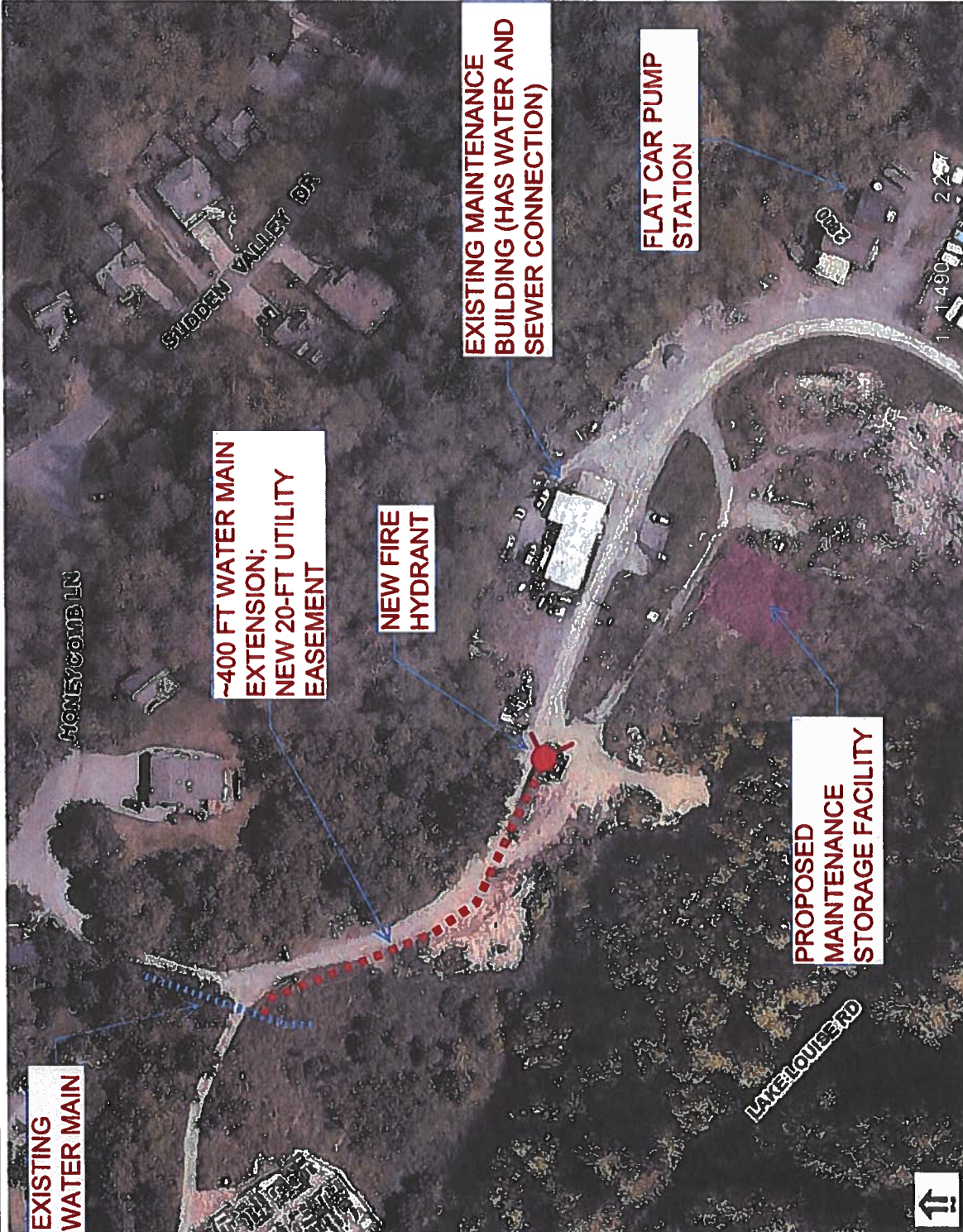
- The Commissioners are not obligated to grant Applicant's request to attempt to amend the Comprehensive Plan.
- Applicant shall fund all expenses associated with said amendment attempt, (current minimum estimate \$1,000.)
- Amendment approval is not guaranteed since amendments require approval by multiple State and County agencies.



Legend

- Address
- Washington Roads Labels
- Bellingham Streets Street View
- County Roads Detail
- Schools
 - Colleges/Universities
 - Elementary, Middle, High Schools
 - Private School or Preschool
- Fire Stations
- City Boundary
- Urban Growth Area
- Railroads
- Ferries
- Street
- Interstate
- Trails Detail
 - Primary Trail (>8ft wide; gravel)
 - Secondary Trail (6 - 8 ft wide; gravel)
 - Minor Trail (dirt path)
- Airport
- Open Channel Streams
- Parks

Notes
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THIS MAP IS NOT TO BE USED FOR NAVIGATION

The City of Bellingham has compiled this information for its own use and is not responsible for any use of this information by others. The information found herein is provided simply as a courtesy to the public and is not intended for any third party use in any official, professional or other authoritative capacity. Persons using this information do so at their own risk and by such use agree to defend, indemnify and hold harmless the City of Bellingham as to any claims, damages, losses or suits arising out of such use. Contact the Whatcom County Assessors office (360-778-5050) for the most up to date parcel information.

Section 1b

Area Z Final Concept

Area Z Final (Reduced) Scope of Work:

- Build new maintenance and storage (replacement for Barn 6) building
- Demolish ~~old maintenance building and tall shed~~ ←

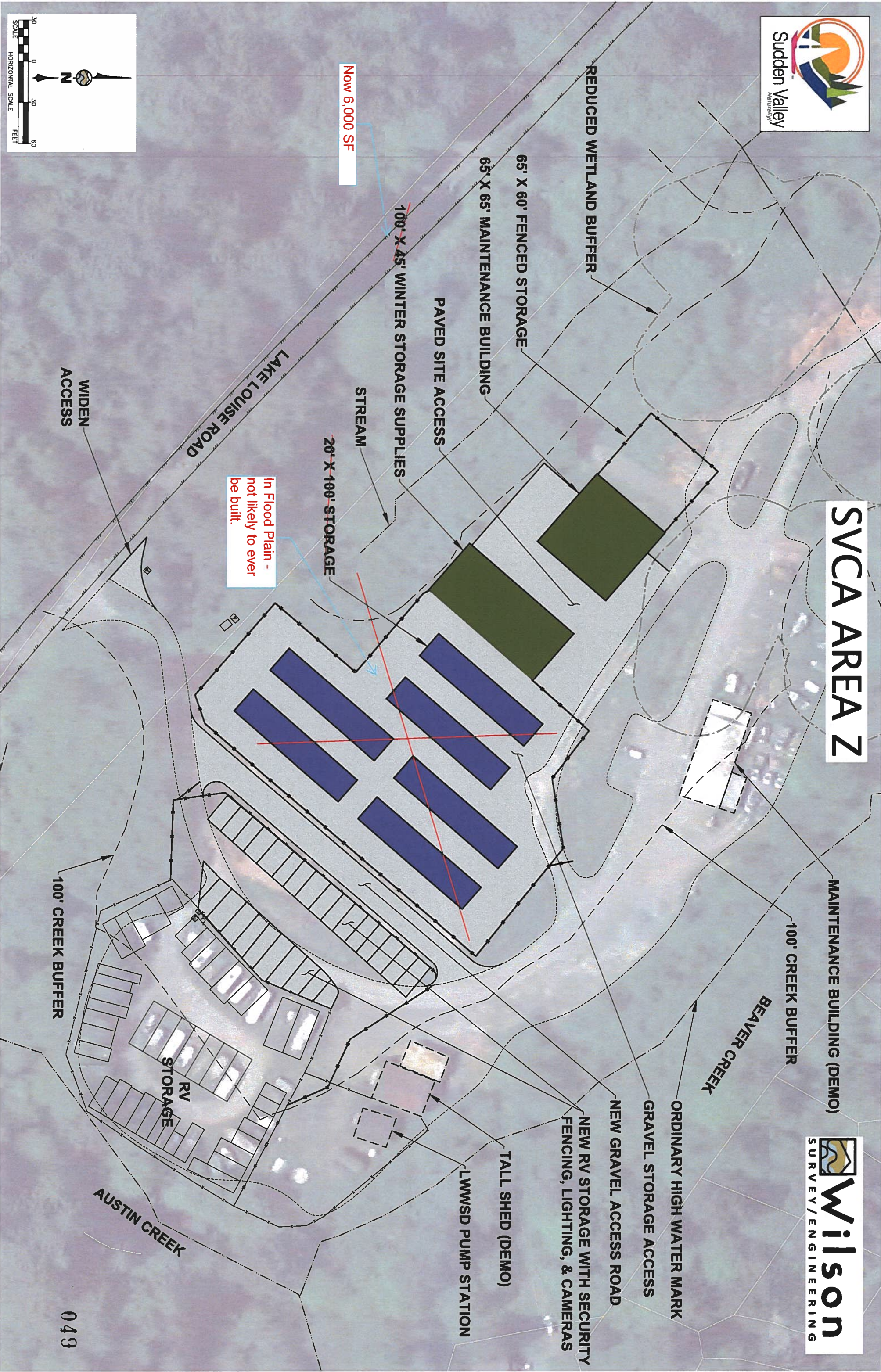
Will probably keep old maintenance bldg for winter storage of golf carts
- Install security lighting around perimeter of Area Z and increase camera system
- Pavement between maintenance building and storage building and gravel road repair

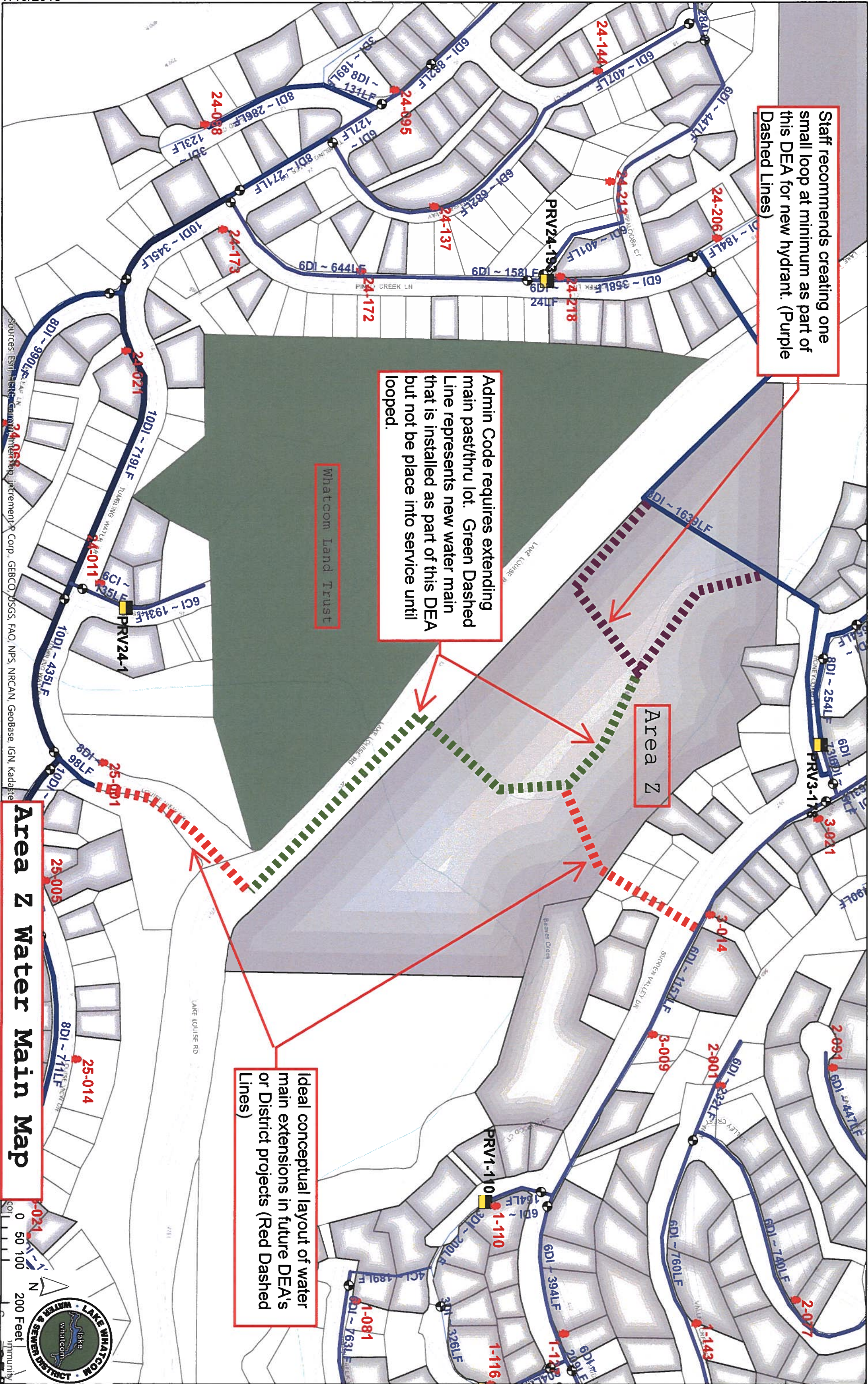
Area Z Scope Items Removed From Final Concept (for Reduced Scope Cost Estimate):

- New Storage Buildings (6 Buildings)
- Gravel Around Storage Buildings
- RV Storage Improvements



SVCA AREA Z





County and State regulations after executing a "Covenant Binding Property Regarding Future Water and/or Sewer Service." [Resolution No. 757]

3.4.3 Other Development

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

1. SEWER SERVICE

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

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

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

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

2. WATER SERVICE INSIDE OR OUTSIDE UGA OR LAMIRD:

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

3.4.4 Petition to Waive or Adjust Connection Requirements

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

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

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

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

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

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

3.5 Permits and Connection Charges

3.5.1 Permit Fees

At the time the Water and/or Sewer Permit is applied for, the applicant shall pay to the District, or its designated representative, the Permit Fee in accordance with the District's current Master Fees and Charges Schedule. The Permit Fee is a component of the connection charge. Water and/or Sewer Permits are not transferable, nor are the fees or charges paid for them refundable.

[Resolution Nos. 757, 799]

3.5.2 Connection Charges

- A. Property owners seeking to connect serviceable properties to the District's water and/or sewer system will be charged a connection fee at the time of issuance of a connection permit so that they will bear an equitable share of the cost of the existing system and the cost of the facilities planned for construction within the next ten years. Connection charges shall be in accordance with the District's current Master Fees and Charges Schedule.
- B. Property owners issued connection permits before or after the date of this Resolution shall have 365 days from the date of issuance of said connection permit to make a District-approved connection to the District water and/or sewer system without being subject to any increase or additional fees in the connection charge. After 365 days have elapsed, the connection permit


7. Distribution Facilities Design and Construction Standards

7.1 Project Review Procedures

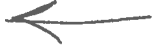
For District-initiated projects, the District's project engineer prepares the project reports and construction documents and conducts an internal quality assurance review. The District's staff engineer performs an independent review of the work completed by the project engineer. The District's senior field staff review distribution system plans to confirm that existing system information is correctly shown, and proposed connections are feasible with respect to valve arrangements.

The District's General Manager also reviews project documents to assure that general District goals have been addressed by the project. The General Manager's review is not intended to be a detailed engineering design review such as that performed by the Department of Health project engineer.

For projects covered by Developer Extension Agreements, the developer's engineer prepares the project reports, plans and construction documents, and the District's engineer reviews them. If the project includes more than water distribution mains, the project reports, plans and construction documents are sent to the State Department of Health for review and approval.

The District requests advance approval of their design and construction standards in order to be eligible for project review exception for distribution main projects. This request is noted on the District's water system plan review application. 

7.2 Policies and Requirements for Outside Parties

The District's design and construction standards apply to outside parties and include requirements for utility easements and pipe looping. The District has adopted a standard Developer Extension Agreement (DEA) template (included in Appendix G). Each application to enter into a DEA is evaluated against the District's Comprehensive Plans to determine specific requirements that may be imposed, and against Resolutions that may require special fees. 

7.3 Design Standards

The District's design and construction standards are included in a stand-alone document titled *Lake Whatcom Water and Sewer Design Standards and Construction Standards and Details – December 2017*. The District requests concurrent DOH approval of these updated design and construction standards, included herein as Appendix H.

7.4 Construction Standards

See 7.3 above and Appendix H.

8. Improvement Program

8.1 Prioritizing Potential Improvements

8.1.1 Identification of Potential System Improvements

The District has compiled a Capital Improvements Plan which is used to track needs, scheduling, and completion of all projects and major activities for the water and sewer missions of the District.

The Capital Improvements Plan list is included in Appendix I – Capital Improvements Plan. This list includes all planned water projects and the proposed schedule for implementing the projects.

Improvement projects are identified and discussed in Section 3.5 of this water system plan.

8.1.2 Assessment of Alternatives

The projects identified in Section 3.5 and the Capital Improvement Plan in Appendix I include descriptions of alternatives that should be assessed as appropriate. The reservoir projects are especially in need of a detailed alternatives analysis comparing rehabilitating the existing reservoirs to building new reservoirs. The project to switch from gas chlorine to liquid sodium hypochlorite should also include a pre-design phase in which alternatives are assessed, as described in Section 3.5.

Most of the other projects listed in the Capital Improvements Plan do not require analysis of alternatives so much as a balancing any emerging urgency of need with the District's ability to respond and pay for it at an appropriate level of rates and charges. Most of the projects listed are to replace aging infrastructure which will be done in accordance with the District's standards. For those larger projects that do need an analysis of alternatives, a pre-design report will be prepared specifically for each project.

Since the District does not initiate developer projects (DEAs), it also does not assess alternatives for DEAs in advance. The schedule for these projects will depend upon the developer's assessment of market demand, cost, and the ability to obtain environmental permits and approvals. When they occur, development projects will be required to fit into a framework that improves, rather than hampers, the District's ability to operate in the public interest, safely and cost-effectively.

8.1.3 Selection of Alternatives

Since there are many factors involved in the sizing, site selection, operational issues, and reservoir allocation, a specific alternative for reservoir rehabilitation (seismic upgrades, re-coating) vs replacing with smaller reservoirs for the Geneva reservoir has not been selected at this time. A detailed analysis will be conducted and included in the Project Report when the project is undertaken. A preliminary alternatives analysis was completed for Division 7 (Appendix J).



Appendix E - Hydraulic Models and Analysis Results

The program used to perform the hydraulic analysis was InfoWater Version 12.3, the Innovyze water distribution modeling program that is fully integrated with ArcGIS for its graphical interface.

A. Sudden Valley: **and**

B. Geneva:

Model Set-Up

The hydraulic model for Sudden Valley and Geneva was updated since the previous water system plan update. Updates included infrastructure for all Developer Extension Agreements that have been constructed, updates to Maximum Day Demand (MDD) and Peak Hour Demand (PHD), and updates to PRV settings so that the model represents current settings and conditions. Pump curves were updated so that flow rates accurately represented measured flow rates. Fire flow demands were updated to include junctions with new hydrants. The new Division 22 reservoir that has recently been constructed was added to the model. Elevations were updated to be based on NAVD88 (which is now the vertical datum used by the City of Bellingham).

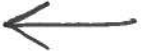
MDD was updated to be 250 gpd/ERU for Sudden Valley ERUs and 370 gpd/ERU for Geneva ERUs (Appendix B). Distribution of MDD was based on the previous model but was updated as appropriate. PHD was updated using Equation 5-1 from the DOH Water System Design Manual calculating a total peak hour demand for each hydraulically distinct pressure zone. The total zone PHD was then distributed to the junctions within that pressure zone with the same distribution as the MDD demand.

There are 25 hydraulically distinct pressure zones within the south shore water system. Many of these are within similar bands of elevation, but due to the topography and distribution do not have connecting pipes. See Figure E-1 for a map of the 25 pressure zones.

All pipes 6" and larger or part of a loop were included in the Sudden Valley system analysis. All pipes in the Geneva system were included in the analysis. The minimum system pressures used were 30 psi for peak hourly demand conditions with equalizing storage depleted and 20 psi for fireflow plus Maximum Daily Demand (MDD) conditions with equalizing and fire suppression storage depleted. These are the State required minimum system pressures.

The modeling performed was for the full anticipated build-out population of Geneva and Sudden Valley based on existing infrastructure (infill of vacant lots). Build-out for Geneva is estimated at 1239 ERUs and build-out for Sudden Valley is estimated at about 3267 ERUs. Scenarios for less than full build-out were not assessed because the system currently has capacity for full build-out.

In order to evaluate the system under conditions that deplete all equalizing and/or fire suppression storage volume (per DOH Water System Design Manual, Section 8.2.3.5, a and b), all reservoir storage was evaluated to determine operating, equalizing, and fire suppression storage volumes. Results are summarized in Table A-1 of Appendix A. Peak Hour Demand per reservoir was calculated using DOH Equation 5-1 using the number of ERUs for each reservoir. Fire Suppression Storage is 750 gpm x 60 minutes for each reservoir except Division 30 because Division 30 only serves residential connections in Sudden Valley (need 500 gpm x 60 minutes). Other reservoirs could serve Commercial/Condos in Sudden Valley or Geneva connections, which have a fire flow requirement of 750 gpm. Storage for the two Division 22 reservoirs is shared proportionally between the two. Fire Suppression Storage is nested within Standby Storage.



In looking at Division 7 and Division 30, Division 7 has excess storage and Division 30 has a storage shortfall unless it were operated to be continuously full (no operating storage). Previous reports (2009 Reservoir Capacity Analysis, 2015 Division 22 Reservoir Predesign Report) have addressed this issue and it has been concluded that Division 30 can share the standby storage provided by Division 7 because Division 30 is fed by a booster station from Division 7 and the booster station is fully redundant and can be powered by an on-site generator. This level of reliability is adequate to transfer standby storage from Division 7 to Division 30 in the majority of standby situations, including a prolonged power outage.

Operating Storage levels shown in Table A-1 match current operating records except for Division 22. Currently, Division 22 is serving fewer ERUs and Division 30 is serving more ERUs than shown in the table because the new Division 22 reservoir is not yet in service. Once it is complete, operation will be adjusted to approximately match the ERU distribution shown in Table A-1 and the bottom of the operational level of the Division 22 reservoirs will be raised to the levels shown in Table A-1.

ERU allocations per reservoir are based on the operational PRV settings such that Division 30 does not feed connections on the northeast side of Lake Louise Road. A map of where the reservoirs are feeding under this ERU allocation scenario is shown in Figure A-1 of Appendix A.

For Peak Hour Demand (PHD), the model was evaluated with tank levels such that all equalizing storage was depleted, as shown in Table A-1. For fire suppression flows during Maximum Day Demand (MDD), the model was evaluated with tank levels such that all equalizing storage and fire suppression storage was depleted, as shown in Table A-1.

Model Calibration

An effort was made to calibrate the model as described below. Limitations in resources (availability of field crews to perform flushing) did not allow for data

CHAPTER 2 DESIGN STANDARDS

2.1 Water Projects

2.1.1 Minimum Design Requirements

Minimum design criteria, unless the District criteria is more stringent, shall be in accordance with the current "Water System Design Manual", Washington State Department of Health and Washington Administrative Code Chapter 246-290 Public Water Supplies.

2.1.2 Minimum Pipe Size

Minimum pipe size for new or replaced water lines is eight (8) inches in diameter. Dead-end lines are only permitted where there is a cul-de-sac and where it is not possible to make a loop. Blow-offs or fire hydrants shall be installed at the end of a dead-end line.



2.1.3 Comprehensive Plan Requirements

Water system construction and reconstruction shall be done pursuant to a design that, when fully implemented, will provide the flow requirements of the District's Comprehensive Plan. Minimum pipe size shall be as identified by the District's Water Comprehensive Plan. A Latecomers agreement can be created if the sizing was in excess of that required by the Developer or Utility Local Improvement District.

2.1.4 Minimum Allowable Pressure

The minimum pressures allowed by the District at any time are 30 psi under peak hourly demand, or 20 psi under maximum day demand and fire flow combined.

2.1.5 Increases in Flow Requirements

When any new development increases the flow requirements, the Developer shall upgrade the existing water system to support the changes.

2.1.6 Providing for Future Extensions

Utilities shall be extended through the property to allow for future extension, expansion and continuation of the District's distribution system or for conformance with the Water Comprehensive Plan.



2.1.7 Easements

A minimum ten (10) feet of recorded easement must be provided on each side of the pipe, for a total width of twenty (20) feet.

2.1.8 Valves

Valves shall be installed along the water main at intervals not to exceed 500 feet per NFPA 1142 G.7. Gate valves shall be placed at all junction points, such that there are valves on each leg of a tee (3 valves), or cross (4 valves).

2.1.9 Fire Hydrants

Fire hydrants shall be installed every 600 feet.

2.1.10 Sampling Stations

One sample station per zone is required for each new pressure zone. The District may require sample stations for new developments in existing pressure zones.

2.1.11 Separation from Sanitary Sewer

Minimum separation of water mains and sanitary sewer lines shall be ten (10) feet horizontally for parallel pipe, and eighteen (18) inches vertically with water on top for perpendicular or oblique crossings, measured from the bottom of the water pipe to the crown of the sewer pipe. Situations occurring with less than the minimum separation as required shall be in accordance with Section C1-9.1 Required Separation Between Water Lines and Sanitary Sewers of the current edition of the "Criteria For Sewage Works Design" published by the Washington State Department of Ecology.

2.1.12 Pipe Slope and Air/Vacuum Release Valves

Water mains shall be installed at an upward slope to a high point where a combination air/vacuum release valve shall be installed.

2.1.13 Water Booster Stations

All public/District-owned water booster stations shall have at least two pumps.

2.2 Sewer Projects

2.2.1 Minimum Design Requirements

Minimum design criteria, unless the District criteria is more stringent, shall be in accordance with the current "Criteria for Sewage Works Design", State of Washington Department of Ecology.

2.2.2 Minimum Pipe Size

Minimum pipe size for sewer gravity mains is eight (8) inches except that, in special cases, 6-inch diameter sewer lines may be approved by the District if they meet the Department of Ecology Guidelines for 6-inch sewer lines. Minimum size for side sewers shall be six (6) inches from main to property line. Minimum size pipe for force mains shall be four (4) inches.



LAKE WHATCOM WATER AND SEWER DISTRICT

AGENDA BILL

Item 5F

DATE SUBMITTED:	July 18, 2018	MEETING DATE:	July 25, 2018
SUBJECT:	Agate Heights Water Treatment Plant Update		
TO: BOARD OF COMMISSIONERS	FROM: Bill Hunter / Melanie Mankamy		
MANAGER APPROVAL	BH		
ATTACHED DOCUMENTS	1. Task Order 2018-01 - Agate WTP Upgrades		
	2. Pages from Water Comprehensive Plan		
	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

The District identified increasing the capacity of the Agate Heights Water Treatment Plant as a priority. The 2018 Capital Improvement Plan includes the initial phase of work for Preliminary Design and Permitting.

The attached Task Order proposal describes the scope of work in detail.

FISCAL IMPACT

The approved 2018 Capital Improvement Plan (CIP) budget includes \$51,500 for preliminary design and permitting for this project.

The proposed task order not-to-exceed amount is \$42,046 and is with the District's approved CIP project budget.

RECOMMENDED BOARD ACTION

See proposed motion.

PROPOSED MOTION

Authorize the Interim General Manager to execute Wilson Task Order for the Agate Heights Water Treatment Plant Upgrade Preliminary Design and Permitting for time and materials not to exceed \$42,046.

TASK ORDER #2018-01
Lake Whatcom Water and Sewer District
General Engineering Services

DESCRIPTION:

The District has planned to upgrade the existing water treatment plant at Agate Heights to increase capacity and replace worn equipment. This is on the Capital Improvements Plan, Project 0084. This will replace the existing iron and manganese removal system with a modern system and will increase capacity from 30 gpm to 60 gpm. It will also upgrade the capacity of the transmission pumps.

SCOPE OF WORK:

District Project Number: _____

Project name: Agate Heights WTP Upgrade – Prelim Design & Permitting

Project includes:

Task 1 – Project Management:

1. Prepare and submit monthly progress reports to the District.
2. Prepare and submit monthly expenditure reports / invoices to the District.

Task 2 – Topographic / Boundary Survey

1. Review existing boundary documentation (e.g. Records of Survey, Plats, ...) and calculate the property boundary based on recorded information. Attempt to recover monumentation in the field and resolve discrepancies between the field data and calculations, if any.
2. Establish GPS control for the location.
3. Conduct topographic survey of District's existing easement and area between easement and the top of bank to the east.
4. Prepare base map of existing conditions.

Task 3 – Pre-design Pilot Study

1. Compile and review existing documentation for the Agate Water Treatment Plant, the existing building and surrounding facilities, and the original Conditional Use Permit.
2. Prepare the Pilot Study Protocol in conjunction with ATEC; obtain DOH concurrence with protocol.
3. Set up and monitor the pilot study for the ATEC brand media filtration unit. Wilson will coordinate the scheduling for the pilot testing equipment with ATEC.
4. Prepare Pilot Study report analyzing the data results and documenting recommendations for sizing and dosing.

Task 4 – Preliminary Design & Permitting

1. Determine preliminary water treatment plant sizing from the Pilot Study, and define the required pump size upgrades for the new plant capacity. Prepare preliminary floor plan layouts and determine minimum building size(s).
2. Schedule a Pre-Application meeting with Whatcom County Planning to determine the permits needed for the new building/addition.
3. Develop a preliminary site plan incorporating the new building/addition, storm facilities, into the existing site conditions.
4. Prepare a preliminary stormwater design report (required for permits)
5. Prepare permit applications - Land Disturbance, CUP (or Amendment to CUP), SEPA (if needed).

Task 5 – Project Report

1. Assemble results from Pilot Study and preliminary design into DOH Project Report format and submit to District for review.
2. Incorporate District comments and submit Project Report to DOH.
3. Review and respond to DOH comments, incorporate any changes into Final Project Report for DOH approval.

Assumptions and limitations:

- District to provide all records of existing equipment and operational logs
- District to pay directly for all equipment rental costs for pilot study
- District to pay directly for all laboratory testing for pilot study
- District to pay directly for all permit fees
- Building permit is not part of this scope of work.

COST SUMMARY:

Estimate of hours:

See attached spreadsheet.

Subconsultant fees:

None anticipated.

Other Direct Costs:

None anticipated.

Task Order Total Price (time & materials not to exceed):

Task 1 -	\$1,824
Task 2 -	\$9,130
Task 3 -	\$8,434
Task 4 -	\$15,438
Task 5 -	\$7,220
Total =	\$42,046

PROJECT SCHEDULE:

Milestone dates (goals):

- Topo survey and base map – August 2018 - September 2018
- Pilot study – August 2018 - October 2018
- Permit Applications– October 2018 - December 2018
- Project Report – January 2019 - March 2019

AUTHORIZATION:

Lake Whatcom Water and Sewer District

Wilson Engineering, LLC

By: _____

Bill Hunter
Interim General Manager

By: _____

Melanie Mankamy
Partner

Dated: _____

Dated: _____

**Task 2018-01
Agate Heights Water Treatment Plant Upgrades**

Task Description	Fixed Expense	Senior Project Engineer \$152	Project Engineer \$138	Senior CAD Tech \$96	Senior PLS \$150	Senior Survey Tech \$110	1-person Survey Crew \$130	2-person Survey Crew \$190	Cost
Task 1 - Project Management									
Rate (\$/hr) =	L.S.								
Track and report progress monthly		6							\$ 912
Track and report expenditures monthly		6							\$ 912
									\$ -
Sub-Total	\$ -	12	0	0	0	0	0	0	\$ 1,824
Task 2 - Topographic/Boundary Survey									
Boundary Review					3				\$ 450
GPS Control						2	4		\$ 740
Boundary Calcs/Resolution					5	1		2	\$ 1,240
Topographic Mapping						4		18	\$ 3,860
Base Map Drafting						10			\$ 2,252
Coordination / QA/QC Review			1		3				\$ 588
Sub-Total	\$ -	0	1	12	11	17	4	20	\$ 9,130
Task 3 - Pre-Design Pilot Study									
Compile existing documentation		1	4						\$ 704
Coordination with ATEC		2	8						\$ 1,408
Pilot study (assume District to pay directly for equipment rental)		2	12						\$ 1,960
Draft Pilot Study Report to District for Review		4	20						\$ 3,368
Incorporate District Review Comments			4						\$ 552
QA/QC		2	1						\$ 442
Sub-Total	\$ -	11	49	0	0	0	0	0	\$ 8,434
Task 4 - Preliminary Design & Permitting									
Preliminary WTP/pump sizing and building layouts		1	8	4					\$ 1,640
Preliminary Site Plan		2	4	4					\$ 1,240
Preliminary Stormwater Design/Report		2	12						\$ 1,960
Conditional Use Permit Application		12	40	2					\$ 7,536
Land Disturbance Permit Application		1	4	2					\$ 896
SEPA Checklist (if needed)		1	2	2					\$ 620
Incorporate County Review Comments			8						\$ 1,104
QA/QC		2	1						\$ 442
Sub-Total	\$ -	21	79	14	0	0	0	0	\$ 15,438
Task 5 - Project Report									
Draft Project Report to District for Review		8	24						\$ 4,528
Incorporate District Review Comments			4						\$ 552
QA/QC		2	1						\$ 442
Submit to DOH		1	1						\$ 290
Incorporate DOH Comments and re-submit		2	8						\$ 1,408
Sub-Total	\$ -	13	38	0	0	0	0	0	\$ 7,220
Project Total	0	57	193	26	11	17	4	20	\$ 42,046

WATER COMP PLAN

active and functional so that the connection could serve the Geneva area when the 0.5 MG Geneva reservoir is out of service for cleaning/maintenance. As discussed above, making the connection active and functional will require replacement of the existing pump with a PRV.

Distribution - To the best of their knowledge, the District has now replaced all AC water mains. Budgetary numbers are included in the ten-year capital facilities plan for additional distribution system improvements such as replacing fire hydrants, blowoffs, air-release valves, and sample stations.

Expansion of Service Area – The District may investigate serving additional areas that have already been developed in the Geneva area. There have been preliminary discussions of consolidating with the Glen Cove water system to the North of the existing service area along Euclid Avenue. The District may also investigate expanding to serve the residences along Lake Whatcom Boulevard between Strawberry Point and Sudden Valley.

C. North Shore - Eagleridge:

Storage – The existing Eagleridge water system currently relies on storage provided by the City of Bellingham. It is anticipated that this will remain until the Eagleridge system is consolidated with the Agate Heights system. See Appendix C for more information on the North Shore Consolidation study.

Distribution - The District will need to replace the pumps and controls at Eagleridge if they are not able to rely on City pressures for normal demands, and/or fire flows.

D. North Shore - Agate Heights:

There have been inquiries over the years by individual residents regarding the possibility of expanding the public water system on the North Shore. Several individual wells and Group B systems suffer seasonal shortages of water. See Appendix C for a thorough discussion on the potential for consolidation of the north shore water systems. In general, the Agate Heights well source has sufficient capacity and water rights to serve all of the development along North Shore Road, including Eagleridge and existing private Group A and Group B water systems. This would require new pipe and additional treatment and storage capacity depending on the extent of the consolidation.

A three phase approach to the consolidation is envisioned. The first phase would replace the existing treatment plant with one with twice the existing capacity and multiple filter units. This would switch the system's limiting capacity factor from treatment to storage and would allow for over 50 additional connections.

A second phase may include extending the distribution main to the two closest Group A water systems and would include adding a storage reservoir and a second water treatment plant module.

A third phase may include extending the distribution main to the west to connect to the Eagleridge system and potentially to the east to the end of North Shore Road. This

would include adding a second storage reservoir and additional treatment plant capacity.

Water Treatment - The existing treatment plant is limited to 30 gpm, which is far less than the well capacity and water right. In order to provide treated water to additional customers, the package water filtration plant capacity will need to be increased. The most recent sanitary survey also noted a couple of maintenance tasks needed, as described in Section 6.10. The District also plans to add security cameras to the well/treatment area.

Storage – If system consolidation or expansion is pursued beyond the capacity of the existing reservoirs, additional storage will need to be constructed. Options for this are discussed in Appendix C and in the Capital Improvements Plan.

Distribution - With the mixed survey results received from potential customers along North Shore Road, the District is carefully considering its role in the expansion of the Agate Heights service area. However, a successful petition for a utility local improvement district or a developer extension request would be considered and would define the extents of that particular distribution expansion. The District anticipates future extensions of water along North Shore Road to the east and to the west.



LAKE WHATCOM WATER AND SEWER DISTRICT

AGENDA BILL

Item 59

DATE SUBMITTED:	July 18, 2018	MEETING DATE:	July 25, 2018
SUBJECT:	Status Update on Additional Septic Systems Near District Sewers		
TO: BOARD OF COMMISSIONERS		FROM: Bill Hunter	
MANAGER APPROVAL		BH-	
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

This is a place holder for ongoing discussions on this issue.

Wilson Engineering and District staff are in the process of gathering and preparing information for further board discussion at a future meeting. No new information or discussion is anticipated for this meeting.

FISCAL IMPACT

None.

RECOMMENDED BOARD ACTION

None.

PROPOSED MOTION

None.



LAKE WHATCOM WATER AND SEWER DISTRICT

AGENDA BILL

Item 5. *H.*

DATE SUBMITTED:	July 17, 2018	MEETING DATE:	July 25, 2018
SUBJECT:	Monthly Budget Analysis		
TO: BOARD OF COMMISSIONERS	FROM: Debi Denton		
GENERAL MANAGER APPROVAL	<i>BH</i>		
DISTRICT ENGINEER/ASST MGR APPROVAL			
FINANCE MANAGER APPROVAL			
ATTACHED DOCUMENTS	1. Monthly Budget Through 6/30/2018		
	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

Information only.

FISCAL IMPACT

N/A

RECOMMENDED BOARD ACTION

N/A

PROPOSED MOTION

N/A



LAKE WHATCOM WATER AND SEWER FUND SUMMARY 2018

	401	420	425	426	431	450	460	
	OPERATING	SYSTEM REINVESTMENT	SEWER/ STORM WATER CONTINGENCY	WATER CONTINGENCY	2016 BOND FUND	DEBT SERVICE	BOND RESERVE (RESTRICTED)	TOTAL
2018 REVENUES AND TRANSFERS IN	3,247,132	503,341	-	-	183,450	362,070	-	4,295,992
2018 EXPENDITURES AND TRANSFERS OUT	(3,181,756)	(516,597)	(20,793)	-	-	(362,069)	-	(4,081,215)
CASH/INVESTMENTS 2017 CARRYOVER	2,131,222	520,357	770,229	440,000	396,681	-	772,334	5,030,823
ALLOCATED TO OPERATING RESERVES	\$2,196,598 -\$850,000 \$1,346,598	\$507,102	\$749,436	\$440,000	\$580,131	\$1	\$772,334	\$5,245,601

	LAKE WHATCOM WATER AND SEWER EXPENDITURES		
	Description	BUDGET 2018	6/30/2018 50%
OPERATING FUND - 401			
EXPENDITURES			
401-53X-10-10	Admin Payroll (3% cola plus step increases - 2018)	652,846	320,638
401-53X-10-20	Admin Personnel Benefits (Medical, Retirement etc)	274,332	144,293
401-53X-10-31	Gen Admin Supplies/Equipment	30,000	11,671
401-53X-10-31-01	Meetings/Team building	3,000	1,550
401-53X-10-40	Web pay/Bank Fees	30,000	18,243
	Interlocal - Lake Whatcom Management Program (City)		
	Interlocal - Invasive Species (City)		
	Interlocal - Lake Whatcom Tributary Monitor (County)		
401-534-10-41	Water Quality Assurance Programs (TOTAL)	55,000	50,000
	Simplifile (County Auditor Filing Fees)	6,500	
	Data Bar (Statement processing)	25,000	
	Answering Service	2,000	
	Data Pro (Time clock system)	2,000	
	BIAS Financial Software Maintenance	8,000	
	Web Check services	5,000	
	CPA (Internal audit and Financial statements)	6,000	
	WA State Audit	9,000	
	Salary study	15,000	
	Docuware/Web site maintenance and upgrade	5,000	
	Legal Counsel	100,000	
	3D - Computer support	25,000	
	3D - Firewall renewal	15,000	
	3D - Anti virus subscription	1,000	
	Building security for offices	1,500	
	Building custodial	9,500	
	Pest control	500	
	Landscaping service	4,500	
	South Whatcom Fire (hydrant maintenance)	3,500	
	GE Scada System Software Maintenance - Operations	7,500	
	Wilson Engineering	20,000	
	Camera Van Software	1,500	
	SCADA/PLC Support - Engineering/Operations	5,000	
	Cartograph - Engineering/Operations	6,000	
	Auto Desk - Engineering	1,000	
	GIS Partnership	1,000	
	Rockwell - Engineering/Operations	500	
	IT Pipes	1,500	

	LAKE WHATCOM WATER AND SEWER EXPENDITURES	BUDGET 2018	6/30/2018
	Description		
	ESRI - ARC GIS	1,500	
	Innovyze - Engineering	2,500	
	Master Meter	2,000	
	Generator Load Testing	15,000	
	Cyberlock software	-	
	Whatcom County Emergency Management	20,000	
	Misc (Bid notices etc.)	5,000	
	Professional Services (TOTAL)	334,000	267,915
401-53X-10-41-01	Communication	50,000	25,390
401-53X-10-42	Admin Lease	2,000	524
401-53X-10-45	Property Insurance	140,000	-
401-53X-10-46	Admin Misc.	1,000	2,794
401-53X-10-49	Memberships/Dues	17,000	13,276
401-53X-10-49-01	WA State Dept of Revenue Taxes/Permits	205,000	106,999
401-53X-10-49-02	Training & Travel	35,000	15,570
401-53X-40-43	Tuition reimbursement	1,000	-
401-53X-40-43-01	Maintenance Supplies	150,000	76,550
401-53X-50-31	Operations Repair/Maint	190,000	49,294
401-53X-50-48	Insurance Claims	5,000	2,366
401-53X-50-49	Operations Contracted	8,500	2,397
401-53X-60-41	Water City of Bellingham	40,000	16,774
401-534-60-47	Sewer City of Bellingham Treatment Fee	640,000	370,684
401-535-60-47	Operations Payroll (3% cola plus step increases - 2018)	954,742	470,163
401-53X-80-10	Operations Capital Projects Payroll	-	-
401-53X-80-10-01	Operations Personnel Benefits (Medical, Retirement etc)	446,472	207,811
401-53X-80-20	Fuel	24,000	14,633
401-53X-80-32	Safety Supplies	10,000	2,474
401-53X-80-35	Safety Supplies Boots	2,500	324
401-53X-80-35-01	Emergency Preparedness	10,000	720
401-53X-80-35-02	General Utilities	208,000	124,565
401-53X-80-47	Laundry	4,000	2,068
401-53X-80-49			
	OPERATING EXPENDITURES	4,523,392	2,319,686
			51%

LAKE WHATCOM WATER AND SEWER REVENUE

	Description	Budget 2018	ACTUAL 6/30/2018 50%
OPERATING FUND - 401			
REVENUES			
401-333-97-00	FEMA 2015 Storm Grant		250
401-343-40-10	Water Sales Metered (8.5% base rate increase) *	2,437,545	1,095,956
401-343-41-10	Permits (10 new connection permits)	143,480	69,380
401-343-50-11	Sewer Service Residential (2.5% rate increase) *	3,949,323	1,962,631
401-343-50-19	Sewer Service Other	4,000	2,276
401-343-50-80	Latecomer's Fees	-	6,772
401-343-81-10	Combined Fees	30,000	13,695
401-359-90-00	Late fees	50,000	29,782
401-361-11-00	Investment Interest	20,000	20,656
401-361-40-00-80	ULID 18 Interest/Penalties	8,000	6,032
401-368-10-00-80	ULID 18 Principal Payments	50,000	21,531
401-369-10-00	Sale of scrap metal and surplus	1,000	1,887
401-369-10-01	Miscellaneous	-	4,284
401-395-10-00	Sale of Capital Assets	-	12,000
401-395-20-00	Insurance recovery	-	0
	TOTAL REVENUES	6,693,348	3,247,132 49%



INVESTMENTS/CASH AS OF 06/30/2018

[illegible]

Restricted (Sewer Contingency)	425 \$	750,000
Restricted (Water Contingency)	426 \$	440,000
Reserved (Bond Reserve)	460 \$	750,000
	401 \$	1,375,000



LAKE WHATCOM WATER AND SEWER DISTRICT

AGENDA BILL

Item 5. I.

DATE SUBMITTED:	July 18, 2018	MEETING DATE:	July 25, 2018
SUBJECT:	Summary of Existing District Projects		
TO: BOARD OF COMMISSIONERS	FROM: Bill Hunter & Staff		
GENERAL MANAGER APPROVAL	BH		
DISTRICT ENGINEER/ASST MGR APPROVAL			
FINANCE MANAGER APPROVAL			
ATTACHED DOCUMENTS	1. July 2018 Summary of Existing District Projects		
	2.		
	3.		
TYPE OF ACTION REQUESTED	RESOLUTION <input type="checkbox"/>	FORMAL ACTION/ MOTION <input type="checkbox"/>	INFORMATIONAL /OTHER <input checked="" type="checkbox"/>

BACKGROUND / EXPLANATION OF IMPACT

Staff presentation of Summary of Existing District Projects and priorities

FISCAL IMPACT

Not applicable at this time.

RECOMMENDED BOARD ACTION

Review and discuss.

PROPOSED MOTION

Not applicable at this time.



Lake Whatcom Water & Sewer District Summary of Existing District Projects

Prepared for the July 25, 2018 Board Meeting
Data Compiled 07/18/18 by RH, BH, RM & KH

Status of Water and System Capacities				
	South Shore ID# 95910	Eagleridge ID# 08118	Agate Heights ID# 52957	Johnson Well ID# 04782
DOH Approved ERUs	3935	85	54	2
Connected ERUs	3828	70	44	2
Remaining Capacity (ERUs)	107	15	10	0
Permitted ERUs Under Construction	24	0	0	0
Pre-paid Connection Certificates & Expired Permits	11	0	5	0
Water Availabilities (trailing 12 months)	46	0	0	0
Subtotal - Commitments not yet connected	81	0	5	0
Available ERUs	26	15	5	0

Completed Capital Projects in 2018	
Proj #	Project Name
C1407	Lowe sewer Pump Station VFDs
C1703	Utility System Support Specialist Vehicle
C1704	Business Server Hardware Replacement
C1709	2017 Sewer Capacity Management Operation Maintenance
C1804	SVWTP Turbidimeters and Chlorine Analyzers
M1806	Water Facilities Inspection & Maintenance
C1807	Replace Light Duty Truck

State Required Report Status													
Monthly Reports													
Name Of Report		Completed											
Chlorination Report Agate Heights Prepared by: Kevin	Postmarked by the 10th of month	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec
		x	x	x	x	x	x	x					
Surface Water Treatment Rule Report (SVWTP) Prepared by: Kevin	Postmarked by the 10th of month	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec
		x	x	x	x	x	x	x					
Department of Revenue Prepared by: Debi	Due end of following month	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec
		x	x	x	x	x	x						

State Required Report Status (cont'd)						
Annual Reports						
Name Of Report	Deadline		Completed			
Community Right to Know (Hazardous Materials) Prepared by: Rich	March 31		February 14, 2018			
Annual Reports						
Name Of Report	Deadline		Completed			
WA State Cross Connection Report Prepared by: Rich	May		March 15, 2018			
OSHA 300 Log Prepared by: Rich	February 1		January 23, 2018			
Water Use Efficiency Performance Report Prepared by: Kevin	July 1		March 20, 2018			
Consumer Confidence Reports Prepared by: Kevin	May		Geneva 6/19/18	SV 6/19/18	EagleR 6/19/18	Agate Ht 6/19/18
Hazardous Waste Activity Report Prepared by: Rich	March 31		Inactive site, no longer need to report			
Report Number of Sewer ERUs to City of Bellingham Prepared by:	January 15		March 21, 2018			
Other Reports						
Name Of Report	Deadline		Completed			
Water Right Permit No. G1-22681 Development Extension	Due Every 5 Years Next Due Feb 15, 2023		March 20, 2018			
Water Right Permit No. S1-25121 Development Extension	Due Every 5 Years Next Due March 30, 2023		March 20, 2018			
CPR/First Aid Training Coordinated by: Rich	Due Biennially Next Due 2019		May 24, 2017			
Flagging Card Training Coordinated by: Rich	Due Triennially Next Due 2019		August 3, 2016			

Safety Program Summary Completed by Rich Munson			
Summary of Annual Safety Training 2018 Testing Period - Jan 1, 2018 to June 30, 2018			
	Enrollments	Completions	% Complete
Engineering - Managers	40	40	100%
Engineering - Staff	21	21	100%
Field Crew	206	185	90%
Office - Managers	19	19	100%
Office - Staff	52	44	85%
Overall	338	309	91%

Safety meetings for the field crew take place every Tuesday or Wednesday at 5:00 pm.

Dates of Completed Safety Committee Meetings					
Wednesday, January 17, 2018	Wednesday, June 14, 2018				
Thursday, February 15, 2018					
Thursday, April 12, 2018					
Thursday, May 17, 2018					
Summary of Work-Related Injuries & Illnesses					
	2018	2017	2016	2015	2014
Total Number of Work Related Injuries					
Defined as a work related injury or illness that results in:					
• Death					
• Medical treatment beyond first aid					
• Loss of consciousness					
• Significant injury or illness diagnosed by a licensed health care professional					
• Days away from work (off work)					
• Restricted work or job transfer					
Total Number of Days of Job Transfer or Restriction (light duty or other medical restriction)	0	13	0	0	
Total Number of Days Away from Work (at home, in hospital, not at work)	0	4	0	0	
Near Misses	2	1			

Developer Extension Agreements			
D1801	Sudden Valley Community Association - Area Z Fire Hydrant		
Scope	Installation of Fire Hydrant		
Sign Date		Expiration Date	
Prior to Commencing Construction		Prior to Final Acceptance	
<input type="checkbox"/> 1. District Engineer approves design <input type="checkbox"/> 2. Reimbursement of District Engineer review costs <input type="checkbox"/> 3. Copy of insurance policy <input type="checkbox"/> 4. Copies of recorded easement <input type="checkbox"/> 5. Copies of permits <input type="checkbox"/> 6. Pay Developer Conformance Deposit <input type="checkbox"/> 7. Developer delivers performance bond <input type="checkbox"/> 8. Pays 25% of total amount of general facilities connection fees due to District <input type="checkbox"/> 9. Pays District Administration, Legal Services, and Inspection Deposit <input type="checkbox"/> 10. District Issues Notice to Proceed w/Construction		<input type="checkbox"/> 1. District inspects & approves facilities as complete <input type="checkbox"/> 2. District receives water meters for each service <input type="checkbox"/> 3. District accepts record drawings <input type="checkbox"/> 4. District accepts easements & title insurance <input type="checkbox"/> 5. District receives warranty bond or like security <input type="checkbox"/> 6. District receives maintenance bond <input type="checkbox"/> 7. District receives and approves Bill of Sale <input type="checkbox"/> 8. District receives a copy of recorded plat or legal description <input type="checkbox"/> 9. District receives legal description of property <input type="checkbox"/> 10. District receives Latecomers Reimbursement fees due to other Developers (if applicable) <input type="checkbox"/> 11. Developer pays any applicable Supplemental DEA Processing/General Administrative fees <input type="checkbox"/> 12. District receives signed and notarized Latecomers Reimbursement Agreement (when applicable) <input type="checkbox"/> 13. Developer has reimbursed the District for all incurred costs associated with DEA <input type="checkbox"/> 14. Developer has met and completed all local, state, and federal permit requirements	
Tasks/Notes			
<ul style="list-style-type: none"> 7/3/2018 DEA Application Received 			



District Projects

Staff Report

7/17/2018

A1815 Compulsory Sewer Connections

Compel property owners on private septic systems to connect to adjacent public sewer mains.

01 Administration

- 1/30/2018 Staff reviewing Wilson Task Order for design, bid, and construction services to connect 2-3 properties.
- 2/12/2018 District attorney prepared draft agreements and deeds of trust for 3 properties.
- 2/28/2018 Wilson Task Order for design, cost estimates, bidding, and construction support executed.
- 3/14/2018 Certified letters sent to 3 property owners that include a sample agreement and estimated hookup costs.
- 6/6/2018 Final draft agreements sent to customers along with letter with project status and tentatively construction schedule.
- 7/12/2018 Agreement have been executed and deeds of trust recorded for the 3 properties.

05 Design

- 3/21/2018 Wilson working on design and bid documents.
- 4/19/2018 Design/bid package almost complete. Advertisement for bids will be issued in the next few weeks.
- 5/14/2018 Staff received draft bid documents from Wilson and is reviewing. Staff will coordinate bid advertisement, pre-bid meeting, and bid opening with Wilson.

06 Bidding

- 5/30/2018 Advertisement for Bids published Bellingham Herald.
- 6/12/2018 Non-mandatory pre-bid meeting.
- 6/19/2018 Bid opening.
- 6/27/2018 Board awards contract to Len Honcoop Gravel, Inc. and authorizes staff to execute contract once the property owners have signed the required documents.

10 Construction

- 7/12/2018 Wilson and District staff working to execute construction contract.

A1816 Salary Survey

Salary survey for all positions in district.

01 Administration

- 2/26/2018 Professional services agreement executed. Consultant started employee interviews on 2/26/2018.
- 3/12/2018 Consultant finished staff interviews.
- 4/19/2018 Staff coordinating meetings with comparable agencies. Meetings are intended to review other agency job descriptions and to match with District positions. Consultant, District Management, and Union Rep will attend these agency meetings.
- 5/22/2018 Meeting with consultant scheduled to review progress and draft results management staff and union reps.
- 6/13/2018 Ross Ardrey of NW Managment Consulting LLC presented preliminary draft results and details to board. Union is concurrently reviewing the preliminary draft.

- 6/21/2018 Management and union reps met to discuss preliminary draft and information needed to continue process.
- 7/25/2018 Management and union reps to meet with Ross Ardrey to discuss preliminary draft comments.

A1817 Web Site Update

Improve District web site and access to information.

01 Administration

- 3/14/2018 Staff reviewed draft web site changes with consultant.
- 3/29/2018 Consultant to present draft web site changes to board.
- 4/19/2018 Draft website was presented to board at 4/11/2018 Board meeting. Some comments were received at the board meeting and will be taken into consideration by staff. Staff also solicited commissioners via email for any additional comments or ideas - none were received as of 4/19/2018. Staff is moving forward to complete the redesign using information received to date.
- 5/21/2018 New web site framework is essentially complete. Staff is organizing, polishing, and uploading content to the new site (new site is not live yet). Once this is complete, the old site will be turned off and the new site switched on to go live. Staff is anticipating the new site ready to go live in about a month.
- 7/16/2018 Board and staff previewing new site. Depending on feedback, staff is planning to go live next week, following board meeting.

C1504 - - Reservoir Site Security

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

01 Administration

- 5/4/2015 District staff have done initial research on available security camera systems and motion detection. List of equipment and options is in development. Initial pilot site will be the SVWTP.
- 12/21/2016 Staff ordered equipment. Should arrive soon. Equipment will be installed at SVWTP. Motion detection from camera system will be integrated into SCADA system for alarm monitoring by District crews.
- 1/19/2017 Equipment has been received. District staff will begin installation soon.
- 11/20/2017 Staff working to contract with electrician to install conduit and cabling at SVWTP.
- 1/25/2018 Quote from electrician is larger than expected. Staff re-evaluating wiring schematic and conduit run options.

C1605 Water System Plan Update

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

01 Administration

- 4/6/2016 Selection of consultant is part of the general engineering services RFQ.
- 5/3/2016 State DOH would like to meet with the District and consultant to coordinate the water system plan update prior to beginning work. The intent is to coordinate the scope of work for the plan update.
- 8/16/2016 Meeting with Wilson and DOH to coordination scope of work. Wilson developing scope and fee for task order.
- 9/8/2016 Wilson developed scope of work after coordination with District staff and DOH. Scope/fee will be present at next board meeting for approval.
- 9/20/2016 Task Order with Wilson Engineering executed. Wilson will start work soon.
- 2/15/2017 Wilson collecting and analyzing data for the plan update.
- 9/13/2017 Draft comp plan text delivered to Board for review. Text will be discussed and reviewed/approved by Board over the next several meeting this fall.

- 11/28/2017 District issued Determination of Nonsignificance as part of SEPA process. Sent DNS to entities on SEPA Distribution List.
- 11/29/2017 Board to review and comment on draft water comp plan. Meeting was advertised as the public hearing for the water system comprehensive plan update.
- 12/1/2017 Determination of Nonsignificance was published in the Bellingham Herald as part of the SEPA process.
- 12/13/2017 Board adopted water comp plan update. Plan will be routed to multiple agencies for review and approval.
- 2/12/2018 Wilson assisting staff to update the "Designated Water Service Areas" map in the Coordinated Water System Plan with the boundary revisions proposed in the water comp plan.
- 3/8/2018 Letter sent to County initiate Service Area Boundary Amendment process.
- 3/14/2018 District received approvals from Whatcom County Engineering and Health Departments. Received Local Government Consistency Determination Form with Conditions from Whatcom County Planning and Development Services.
- 4/18/2018 Staff met with Wilson to finalize response to state DOH comments. Wilson is finalizing the response and will submit package to DOH next week.
- 5/17/2018 County Planning and Development reviewed and approved the boundary amendments. The boundary changes will not take effect until Washington State DOH has reviewed and approved the comprehensive plan update.
- 6/27/2018 Board re-adopts comp plan with revisions. The last two approvals required are from the County and DOH. The revised plan will be submitted to those agencies for approval.
- 7/17/2018 Revised comp plan is posted on District web site.

C1607 Northshore Water Quality Sampling

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

01 Administration

- 3/30/2016 Request for Proposals advertised in Seattle Daily Journal of Commerce
- 4/28/2016 Request for Proposal advertised in Seattle Daily Journal of Commerce
- 5/1/2016 Request for Proposals advertised in Bellingham Herald
- 5/24/2016 Proposals due 4pm. Received one proposal.
- 7/27/2016 Agreement with consultant has been executed.
- 9/8/2016 Staff received preliminary draft plan from consultant and will share with board
- 10/3/2016 Workshop with County and City to review draft sampling plan.
- 10/19/2016 Consultant working on sampling plan revisions based on workshop comments with City and County.
- 11/21/2016 Consultant will start sampling during next good rain event.
- 1/19/2017 Consultant performs first sampling event.
- 2/9/2017 Tentative 2nd sampling event.
- 3/22/2017 Consultant completed second round of sampling in mid-March.
- 6/14/2017 Consultant presented draft report to board. Consultant is working to incorporating board and staff comments.
- 7/20/2017 Final report has been published. Original project scope complete.
- 12/18/2017 Additional scope of work was authorized for Herrera to develop a phosphorus loading analysis. Rob updated Board on progress at 12/13/2017 board meeting. The goal is to estimate the \$/pound of phosphorus removed if septic systems were served by public sewer. District is planning to present report and loading analysis to Lake Whatcom policy group in February 2018.
- 1/25/2018 Staff received 2nd draft of phosphorus loading analysis. Staff to do initial review and forward on board of commissioners and county staff.
- 2/5/2018 Herrera presents sampling study and results to Lake Whatcom Policy Group.

- 2/12/2018 Herrera finalizing phosphorus loading analysis. District received draft comments from County and DOE. District will coordinate with City to get their comments on the draft. Once all the comments are collected Herrera will finalize the report and address the comments. District will then present the final package to the Lake Whatcom Data and Information Management Team for review and discussion as to where and what the next steps might be.
- 2/27/2018 District received comments from the City and forwarded them to Herrera.
- 4/11/2018 Herrera reviewed agency comments and the response to each with the board on 4/11/2018. Herrera is finalizing the memo that addresses all the comments. The goal is to have the final memo completed and sent to the Data Team in the next couple weeks. Tentatively, the memo will be presented by Herrera at the Data Team meeting in May.
- 6/27/2018 Herrera Tech Memo for North Shore On-Site Septic System Phosphorus Loading Analysis (dated 6/21/2018) shared with board.
- 7/11/2018 Commissioner Ford agreed to draft a letter to begin solidifying the Board's official position and desires for next steps in this process. Commissioner Ford informed the Board he had completed an outline for the memo which including plans to have Wilson Engineering draw up further synopsis.

C1610 - - Little Strawberry Water Leak on Bridge

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

01 Administration

- 4/6/2016 Staff evaluating alternatives to get within reach of pipe to find and repair leak.
- 7/20/2017 Leak has gotten worse. Wilson completed hydraulic analysis that shows the main across the bridge can be isolated (turn-off) and not significantly affect fire flow or operation pressures. If leak gets bad, staff can isolate the main until a repair can be figured out and made.
- 2/12/2018 Crew confirmed dripping water is from the water main by getting a positive test for chlorine residual. Crews are in process of relocating a water service that will enable the District to isolate the section pipe on the bridge - either temporarily or permanently.
- 2/27/2018 Crews relocated a water service line so that the section of water main on the bridge can be isolated with valves located on each embankment at any time without affecting any customers.
- 3/19/2018 Staff working with a specialized rental vendor to provide a "bridge walker" that includes an operator. This specialized piece of equipment has a platform that articulates over the side to reach under the edge of the bridge. The equipment is in high demand all across the nation. Staff is working to have it scheduled for a week to allow crew to remove pipe insulation, find and repair leak, and replace insulation. Estimated rental cost is \$10,000 per week.
- 4/19/2018 There is a rental slot open in June. Staff is working to confirm the June slot and will start preparing to perform the work.
- 5/21/2018 Staff is actively pursuing rental company to schedule bridge walker. Nothing scheduled yet.
- 6/19/2018 Staff procuring materials needed for leak repair.

10 Construction

- 7/9/2018 Specialized bridge-walker equipment schedule to be onsite for use by District crew for the whole week. District crews will remove pipe insulation and hopefully find and repair the leak. Crews will install new insulation after repair. Work is expected to take about 1-week. Staff is coordinating with SV on bridge closure during working hours.
- 7/12/2018 District crews finish making leak repairs to the pipeline using specialized bridge-walker equipment to reach the pipe hung under the edge of the bridge. Many tiny pin-hole leaks were found. Leak bands were installed as a short term fix until a permanent replacement is done. Staff will add a project to the next revision of the CIP to replace this section of pipe.

C1611 Country Club Sewer Pump Station

Rehabilitation of Country Club Sewer Pump Station.

01 Administration

- 4/6/2016 Selection of consultant is in conjunction with general engineering services RFQ.
- 8/9/2016 Staff working with BHC to develop scope of work
- 9/8/2016 AE agreement finalized and being routed for execution. Scope/fee was approved by board on 8/31/2016. Work to begin as soon as agreement is executed.
- 11/2/2016 District attended Center Condo Owner's Association board meeting to present and coordinate the project. Association gave District needed letter of authorization to pursue Whatcom County permits for construction - of either option (pump station or directional drill).
- 12/21/2016 AE Agreement Amendment being routed for execution that includes scope for geotech test borings to determine directional drilling feasibility. BHC and GeoEngineers are scheduling work and preparing permit applications.
- 8/30/2017 Board authorizes Amendment 2 to AE Agreement. This work includes detailed geotechnical design for horizontal directional drilling.
- 9/13/2017 Board authorizes Amendment 3 to AE Agreement. This work include additional permitting and detailed design thru bidding.
- 11/8/2017 Staff attended Center Condo Owner's Association board meeting to brief board of progress and to coordinate future work.

02 Predesign

- 10/11/2016 Held predesign meeting with BHC and District staff. BHC beginning preliminary design.
- 11/21/2016 Staff and BHC working on scope amendment to investigate horizontal direction drilling as the primary option. This option has the potential to eliminate the need for the pump station.
- 3/21/2017 Consultant completed 3 test bores to determine feasibility of horizontal direction drilling. They did not encounter any hard rock. One bore had sandstone the last 5 feet.
- 4/19/2017 District received copy of Geotechnical Data Report that documents soil conditions found during exploratory boring. Geotechnical engineers are working on a 2nd report that will discuss and recommend horizontal drilling methodology for construction and bid documents.
- 5/17/2017 District received copy of draft geotech report regarding Trenchless (HDD) Alternative Evaluation. BHC also reviewing report and coordinating with subconsultant.
- 6/22/2017 Geotechnical subconsultant addressing District and BHC review comments and will be including a discussion on auger drilling in addition to the horizontal drilling method.
- 7/12/2017 Consultants presented horizontal direction drilling and conventional auger bore alternates to Board. Staff will make a recommendation a next Board meeting on the preferred alternative.

03 Permitting

- 10/20/2016 Pre-Application meeting with Whatcom County to review anticipated permitting requirements.
- 11/7/2016 District and GeoEngineers met with Whatcom County Critical Areas Biologist to review potential critical areas.
- 12/22/2016 GeoEngineers submitted shoreline exemption permit application for test borings to Whatcom County.
- 11/16/2017 Held 2nd pre-application meeting with County staff. 2nd meeting was necessary due to scope change from replacement of pump station to horizontal directional drilling. Consultants are preparing permit applications for project to be submitted early December.
- 1/25/2018 Consultants are still preparing permit applications. Draft applications are expected any day for District review. Staff has rescheduled construction from summer 2018 to summer 2019. A revised CIP plan will be presented to board for approval on 1/31/2018.
- 2/12/2018 Staff have reviewed draft permit application package and is coordinating with consultant to address minor comments.

- 3/8/2018 District received permit application materials from consultant. Staff working to obtain Center Condo and SVCA notarized signatures.
- 4/13/2018 Permit applications submitted to Whatcom County.
- 4/17/2018 Corps and JARPA documents sent to agencies.
- 5/10/2018 County issued SEPA notice to agencies and property owners within 1000-feet of project for comment period. Written comments are due by June 10, 2018.
- 5/11/2018 District received Nationwide Permit12 (Utility Line Activities) from Army Corps of Engineers.
- 6/10/2018 Written SEPA comments to County due.
- 6/18/2018 As of today the shorelines administrator said he is still waiting on comments from critical areas staff, and that he'd check-in with those staff tomorrow.
- 7/5/2018 County in process of reviewing permit applications.

05 Design

- 10/18/2017 BHC and Geoengineers working on detailed design and permit application submittal for HDD.
- 12/6/2017 District received Wetland Delineation Report, HDD Design Report, and Design Report from BHC. Staff is reviewing and coordinating with consultant.
- 2/12/2018 Staff received 30% complete plans for review and comment.

C1705 Geneva and Par Sewer Pump Station Improvements

Sewer pump station improvements for Geneva and Par stations.

01 Administration

- 1/19/2017 Staff developing Request for Proposal.
- 1/28/2017 Request for Proposals published in Bellingham Herald.
- 2/17/2017 Proposals are due.
- 2/21/2017 Selection committee meets to review proposals.
- 2/23/2017 RH2 was selected and approved by the Board for the project. Staff and consultant working to execute an AE Agreement.
- 4/10/2017 AE Agreement executed.
- 6/22/2017 Staff working with RH2 to execute amendment to survey an alternate alignment for a possible gravity main from Par Sewer Pump Station to a manhole at the Sudden Valley Marina. This alternate alignment is longer, but does not have to cross Austin Creek. Alignment feasibility will be discussed in the predesign report.
- 10/11/2017 Board approved Amendment 2 to AE Agreement that includes detailed design through bidding for both Geneva and Par Sewer Pump Stations.
- 11/14/2017 Staff met with neighbor onsite to discuss project concerns. Neighbor may attend 11/29/2017 board meeting to voice concerns.

02 Predesign

- 4/18/2017 RH2 performed pump tests at both stations to collect hydraulic operating parameters for design.
- 7/20/2017 Staff reviewing draft predesign report. Presentation to Board tentatively scheduled for August 9th.
- 8/9/2017 RH2 presents Geneva Pump Station alternatives to Board. District select submersible pump alternative with exterior permanent generator.
- 9/26/2017 RH2 presents Par Sewer Pump Station alternative, including eliminating the pump station and installing gravity mains.

03 Permitting

- 9/14/2017 RH2 and District meet with County staff for pre-application meeting. RH2 gathering application information and will submit to County as soon as possible.
- 10/13/2017 RH2 submitted shorelines permit application to County for Geneva Sewer Pump Station.

- 12/13/2017 Neighbors had discussion with Board regarding placement of generator and control panels for the Geneva Sewer Pump Station. Staff will explore the possibility of locating the Generator on the east side of the right-of-way. RH2 and staff will contact County and east neighbor to get their input. Staff will keep Board informed with progress to address neighbor's concerns.
- 1/25/2018 County permitting is progressing. Still no public hearing date scheduled.
- 6/20/2018 Geneva Sewer Pump Station Shorelines Substantial Development Public Hearing at 130pm in County Council Chambers.
- 6/26/2018 Consultant and County working on final shorelines staff report following the substantial shoreline development hearing.

04 Predesign and Permitting

- 5/1/2017 RH2 and staff met to go through predesign alternatives and options. RH2 is working on producing the predesign report. Topographic surveying is done at both sites. Topo maps will be completed soon.

05 Design

- 12/18/2017 RH2 is working on detailed plans, specifications, and estimates.
- 1/9/2018 RH2 working on 60% bid docs for district review and coordination. Goal is to submit to district by the end of January 2018.
- 2/12/2018 District received 90% complete plans, specs, and cost estimate for final review before advertising for bids.

06 Bidding

- 3/1/2018 Advertisement for bids published in Bellingham Herald.
- 3/13/2018 Non-mandatory pre-bid meeting 2pm
- 3/16/2018 Addendum #1 issued.
- 4/12/2018 Bid opening 205pm. 3 bids received.
- 4/25/2018 Tentative award contract at Board meeting.

10 Construction

- 5/10/2018 Construction contract executed.
- 5/14/2018 Notice to proceed issued.
- 6/11/2018 Pre-construction meeting with contractor, District, SV, and County. Contractor is planning to mobilize onto site July 2, 2018.
- 7/17/2018 Contractor onsite. Tasks include vegetation removal, site clearing, excavation around underground piping, and installation of temporary bypass pump system.
- 10/11/2018 Substantial Completion Date of original contract. (150 calendar days from Notice to Proceed)

C1707 Level Transmitter Replacement and Beaver and Flat Car Pump Stations

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

01 Administration

- 5/10/2017 Staff met with vendor to review new radar level sensor equipment. District will demo a unit at Sudden Valley Sewer Pump Station. If unit performs as expected, it could be the preferred solution at Flat Car and Beaver Pump Stations.
- 6/22/2017 District received demo unit and plans to install it at a non-critical pump station to test function, accuracy, reliability, etc. soon.
- 7/20/2017 Demo unit has been installed. District crew is beginning to evaluate the product and configuration options.
- 9/20/2017 Demo level transmitter worked great. District issued purchase order for two for installation at Beaver and Flat Car pump stations.
- 3/21/2018 Staff preparing bid documents to contract work.
- 3/28/2018 Purchase order sent to QCC to build and install electrical panels and equipment.

- 4/19/2018 Staff finalizing the bid package which will advertise in the next week or two. The construction contract scope is to modify electrical equipment, install conduit runs, wiring, installation, and configuration of new equipment.
- 5/21/2018 Panel fabrication done and in testing phase at panel shop. Staff scheduling supplier to deliver and install equipment.

06 Bidding

- 4/29/2018 Advertisement for bids published in Bellingham Herald.
- 5/8/2018 Non-mandatory pre-bid meeting held.
- 5/15/2018 Bid opening. 1 bid received.
- 5/30/2018 Contract award by board.

10 Construction

- 6/13/2018 Contract documents executed. Contractor and District coordinating start date.
- 7/17/2018 Contractor onsite performing work.

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

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

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

01 Administration

- 6/22/2017 District solicited quotes from 3 vendors. A purchase order has been issued for the ball check valves. They should arrive soon.
- 7/20/2017 District received ball check valves. District crews to install valves.

C1710 - - Eagleridge Fire Pump Controls

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

01 Administration

- 6/22/2017 The City has made some water system improvements in this vicinity. Wilson confirmed that City's normal water system pressure at Eagleridge is now 78 PSI. This is sufficient to decommission some or all of the pumps and fire pumps at Eagleridge. Hydraulic modeling shows that available fire flows would be above the required 750 GPM minimum without the fire pumps. District will be re-scoping this project to de-commission booster and fire pumps.

C1713 - - Eagleridge Booster Pump Station - Decommission Pumps

City's normal operating pressure was increased to about 78 psi. This is sufficient to decommission booster pumps. Project includes design report, obtaining DOH approval, and work performed by District crew.

01 Administration

- 6/22/2017 Staff investigating City water pressure. Booster station may no longer be needed.
- 7/20/2017 The City has made some water system improvements in this vicinity. Wilson confirmed that City's normal water system pressure at Eagleridge is now 78 PSI. This is sufficient to decommission some or all of the pumps and fire pumps at Eagleridge. Hydraulic modeling shows that available fire flows would be above the required 750 GPM minimum without the fire pumps. District will be re-scoping this project to de-commission booster and fire pumps. We will need to get DOH project approval to modify the booster station before any changes are made. Staff will begin preparing a project report and design for submittal to DOH.

C1716A Dead End Blowoffs

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*Installing new blowoffs on dead end mains***01 Administration**

1/19/2017 Staff researching each site to determine detailed scope of work for each location.
 5/25/2017 Crews continue to pick away at blow-off installation. 8 of 41 done.
 6/22/2017 Crews installed a few more. 12 of 41 done.
 7/20/2017 14 done.
 11/20/2017 15 of 41 done.
 12/18/2017 16 done.
 3/21/2018 19 done.
 4/19/2018 22 done.
 5/21/2018 25 done.
 6/19/2018 32 done.
 7/17/2018 32 done.

C1716B Geneva Booster Station - PRV's and Backflow Assembly

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*Replace pumps at Geneva Booster Station at Scenic Ave with pressure reducing valves following hydraulic modeling verification. Replace old backflow assembly at City intertie.***01 Administration**

2/27/2017 Wilson prepared engineer's brief sheet that includes details PRV sizing and configuration. Staff will begin preparing a bill of materials and order parts. It is anticipated District crews will perform the work.
 6/22/2017 Staff coordinating with City on what they need for a backflow assembly.
 7/20/2017 Staff considering COB suggestion to move intertie to top of ridge on Parkstone at COB/District boundary.
 9/20/2017 District considered moving PRV station per City suggestion. There are more benefits to the District to keep the Geneva Booster building and infrastructure. District staff is preparing the design report and construction drawings for submittal to DOH for installation of a PRV. Project will be coordinated with the water comp plan update in progress. We still need to coordinate with the City before going too much further in design/planning.

C1801 Shake Alert Pilot Program*Integrate ShakeAlert earthquake early warning signal into SCADA system that will automatically close valve on new Division 22 Reservoir No. 2 and activate audible alarms at the Administrative Building, Shop, and Sudden Valley Water Treatment Plant.***01 Administration**

1/25/2018 Staff reviewing USGS ShakeAlert License Agreement and Terms of Service and RH2 ShakeAlert Pilot Application scope of work.
 5/14/2018 Staff reviewed scope of work and is working with RH2 to execute agreement.
 5/30/2018 Agreement with RH2 executed.
 6/18/2018 ShakeAlert application completed and submitted to USGS.

C1802 Edgewater, Dellesta, Euclid Sewer Pump Station Improvements*Replace/renew Edgewater and Dellesta sewer pump stations that were installed in the 1970's. Replace/renew electrical controls and install permanent standby generator at Euclid sewer pump station.*

01 Administration

- 1/25/2018 Staff developing RFP for selection of engineering consultant. 1st phase will includes predesign and shorelines permitting in 2018.
- 2/10/2018 Request for Proposals published Bellingham Herald.
- 3/7/2018 RFP submittals due at 1pm. Distribute RFP's to selection committee by end of week.
- 3/22/2018 Consultant selection committee meets to review and rank consultant proposals.
- 3/29/2018 Board selects RH2 as the most qualified consultant for projects to board. Staff will begin scope/fee negotiations with the consultant.
- 5/21/2018 Staff working with RH2 on initial scope of work. Intent is to have board authorize scope/fee at 5/30/2018 board meeting.
- 6/14/2018 Agreement executed with RH2.

02 Predesign

- 6/18/2018 Surveyors beginning site survey at Euclid.
- 7/17/2018 Survey of Euclid 80-percent complete. Flow testing of Dellesta and Edgewater complete.

C1803 Camp Firwood Standby Generator

Recent severe snow/ice/wind weather events have made the process of getting a portable generator to the station difficult. The access road is a long steep gravel road that can have deep snow, ice, and downed trees blocking access. This project includes installing an automatic transfer switch and replacing the wood security fence around the station. A portable generator will be parked and wired to the ATS to automatically start during fall, winter, and spring months and would be removed when the camp is active during summer.

01 Administration

- 1/3/2018 Staff met with Camp Firwood maintenance staff to discuss pump station generator options. The simplest solution is to install an automatic transfer switch (ATS) and hookup a portable generator when the camp is closed to campers (fall, winter, and spring). This would provide automatic emergency power when we need it during the wet season. We can try this for several seasons. If it works as we think, we will not need a permanent generator at the site.

05 Design

- 2/27/2018 ATS sized by electrical engineer. Staff working procurement thru GSA.

C1805 Water Meter Registers

Replace remaining 1582 1st generation radio read meter registers still in service that had a design life of 10-years. New generation registers have a design life of 20-years.

01 Administration

- 3/20/2018 District placed order for 300 new meter registers.

C1808 Replace Tool Truck

Replace tool truck.

01 Administration

- 2/8/2018 Truck ordered off of state bid.
- 2/12/2018 Truck has been ordered using Washington State bid.
- 5/21/2018 Truck as been received. New radio, spot light, and safety lights are being installed.
- 7/17/2018 Vendor is in process of installing truck body on truck bed.

C1809 - - Replace Backhoe

Replace backhoe

01 Administration

- 2/12/2018 Staff looking into equipment available on Washington State bid.
- 5/21/2018 Staff working with vendor on state bid to put together order.

C1810 Airport Sewer Pump Station Stationary Generator

Install stationary generator at Airport Sewer Pump Station.

01 Administration

- 4/19/2018 Staff review GSA quote and will be placing order soon. This will also include the ATS for Camp Firwood.
- 5/21/2018 Staff reviewed potential generator locations on site. The best place for installation is next to the control/electrical panels. This location, however, is not in the County road right-of-way, but on WWU Lakewood Facility land. Staff plans to try working with WWU to obtain an easement for the generator. This will require survey and engineering support from Wilson. A task order will be developed for Wilson to assist District staff in this process. An access easement to the District's Lakewood Sewer Pump Station serving WWU will also be part of the discussions.
- 7/17/2018 Staff coordinating with WWU to obtain easement to place stationary generator.

05 Design

- 2/27/2018 Generator sizing completed by electrical engineer. Staff now working on site plans and GSA procurement of generator.

C1813 Division 7 Reservoir FEMA Seismic and ShakeAlert Grant Application

Revise FEMA grant application to include ShakeAlert components. Total grant could be as high as \$1.1M

01 Administration

- 2/28/2018 Grant application submitted to FEMA.
- 4/19/2018 Staff heard that state level emergency management accepted the application and forwarded it on to the federal level.

C1814 - - Agate Height WTP and Opal Booster Upgrades

Increase treatment and pumping capacity from 30gpm to 60 gpm.

01 Administration

- 2/12/2018 Staff asked Wilson to prepare Task Order to assist with preliminary design and permitting.
- 3/28/2018 Staff and Wilson toured two treatment plants that have "Atec" iron/manganese removal package treatment plant systems at Pole Road Water Association. Tour facilitated project scope development with staff and Wilson.
- 4/19/2018 Task order scope of work is being developed by staff and Wilson. Once a draft is complete it will be presented to the Board for authorization.
- 7/25/2018 Task order to be presented to board for review and approval.

M1811 Northshore Sewer Force Main Stream Crossing Protection

Ductile iron sewer force main pipe is exposed in stream bed on Northshore. Project scope includes permitting, design, and construction of pipe protection.

01 Administration

2/12/2018 Staff executed Wilson Task Order for per permitting and design phase.

M1812 CMOM Manhole, Wet Well, and Vault Pressure Grouting

Project to pressure grout several structures where infiltration was found.

01 Administration

4/19/2018 Crews working to identify and list structures that require pressure grouting that have infiltration problems.



LAKE WHATCOM WATER AND SEWER DISTRICT

AGENDA BILL

Item 7

DATE SUBMITTED:	July 17, 2018	MEETING DATE:	July 25, 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. July 25, 2018 – 8:00 a.m.

Important Upcoming Dates

Lake Whatcom Water & Sewer District			
Next Regular Board Meeting	Wed Aug 8, 2018	6:30 p.m.	Board Room
Next Employee Staff Meeting	Thu July 12, 2018	8:00 a.m.	Board Room Scheduled to Attend: Commissioner Bruce Ford
GM Finalist Interviews	Mon July 30, 2018	All Day	Board Room, Small Conference Room
Safety Committee Meeting	TBD	8:00 a.m.	Small Conference Room
Finance Committee Meeting	TBD	TBD	Board Room – Combined with regular Board Meeting
All Staff Harassment & Discrimination Training	Thu Sept 6, 2018	8:00 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 Aug 15, 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:**
 - Check in – Commissioners Carter, Ford, and McRoberts re: Open Public Meetings Act and Public Records Act refresher training. **Please email completion certificates to Rachael when finished.**
 - GM Finalist interviews are taking place next Monday, July 30. Lunch will be provided. If you have special dietary needs, please let Rachael know.
 - The new website is finished and ready to go live. Bill sent out a link last week for review. If no further comments are received, it will go live either Thurs July 26 or Mon July 30.