



LAKE WHATCOM WATER AND SEWER DISTRICT

1220 Lakeway Drive
Bellingham, WA 98229

REGULAR MEETING OF THE BOARD OF COMMISSIONERS

AGENDA

January 8, 2020

6:30 p.m. – Regular Session

1. CALL TO ORDER
2. OATH OF OFFICE
 - A. Board of Commissioners Position Nos. 3 and 4
3. PUBLIC COMMENT OPPORTUNITY

At this time, members of the public may address the Board of Commissioners. Please state your name prior to making comments.
4. ADDITIONS, DELETIONS, OR CHANGES TO THE AGENDA
5. CONSENT AGENDA
6. SPECIFIC ITEMS OF BUSINESS
 - A. Election of Officers
 - B. Appointment of Investment Committee Representatives
 - C. Appointment of Whatcom County Council of Governments and Lake Whatcom Policy Group Representatives
 - D. Approval of Personal Services Agreement for On-Site Sewage Impact Assessment
7. OTHER BUSINESS
8. STAFF REPORTS
 - A. General Manager
9. PUBLIC COMMENT OPPORTUNITY
10. EXECUTIVE SESSION


Executive Session per RCW 42.30.110(1)(i)(ii): To discuss potential litigation with legal counsel – 15 minutes
11. EXECUTIVE SESSION

Executive Session per RCW 42.30.110(1)(g): To review the performance of a public employee (General Manager performance evaluation) – 30 minutes
12. ADJOURNMENT



**AGENDA
BILL
Item 2.A**

**Oath of Office—Board of
Commissioners Position Nos.
3 and 4**

DATE SUBMITTED:	December 26, 2019	MEETING DATE:	January 8, 2020
TO: BOARD OF COMMISSIONERS	FROM: Debi Denton, Finance Manager/Treasurer		
GENERAL MANAGER APPROVAL			
ATTACHED DOCUMENTS	1. None		
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 operates under the authority of [Revised Code of Washington \(RCW\) Title 57](#), Water-Sewer Districts. In accordance with [RCW 57.12.030](#), District commissioner terms of office are six years.

During the November 2019 general election, two District board of commissioner positions were filled (Position No. 3 with the six-year term expiring December 31, 2019, and Position No. 4, which was filled by board appointment on June 27, 2018 and runs through December 31, 2021). Bruce Ford was elected to Position No. 3 and Leslie McRoberts was elected to Position No. 4. Newly elected officials are required to take an oath of office, which is typically completed at the first meeting of the year of their term.

I, _____, do solemnly swear that I will support the Constitution of the United States and the Constitution and laws of the State of Washington, and that I will faithfully and impartially perform and discharge the duties of the office of commissioner of the Lake Whatcom Water and Sewer District in and for the County of Whatcom, State of Washington, according to the law and the best of my ability.

FISCAL IMPACT

No fiscal impact is anticipated.

RECOMMENDED BOARD ACTION

Staff recommends the oath of office be administered for Board of Commissioners Position Nos. 3 and 4 per statute.


PROPOSED MOTION

Not applicable.



**AGENDA
BILL
Item 4**

Consent Agenda

DATE SUBMITTED:	January 2, 2020	MEETING DATE:	January 8, 2020
TO: BOARD OF COMMISSIONERS		FROM: Rachael Hope	
GENERAL MANAGER APPROVAL			
ATTACHED DOCUMENTS		1. See below	
		2.	
		3.	
TYPE OF ACTION REQUESTED	RESOLUTION <input type="checkbox"/>	FORMAL ACTION/ MOTION <input checked="" type="checkbox"/>	INFORMATIONAL /OTHER <input type="checkbox"/>

****TO BE UPDATED 1.08.2020****

BACKGROUND / EXPLANATION OF IMPACT

- Minutes for the December 26, 2019 Board Meeting
- Payroll for Pay Period #26 (12/14/2019 through 12/27/2019) totaling \$44,408.18
- Payroll Benefits for Pay Period #26 totaling \$52,149.85
- Accounts Payable Vouchers totaling \$283.17
- Accounts Payable Vouchers total to be added 1.8.20

CHECK REGISTER

PAYROLL

Lake Whatcom W-S District

Time: 16:47:39 Date: 01/02/2020

MCAG #: 2330

01/02/2020 To: 01/02/2020

Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
1	01/02/2020	Payroll	5	EFT		3,632.50	12/14/2019 - 12/27/2019 PR1
2	01/02/2020	Payroll	5	EFT		3,344.31	12/14/2019 - 12/27/2019 PR1
3	01/02/2020	Payroll	5	EFT		2,378.27	12/14/2019 - 12/27/2019 PR1
4	01/02/2020	Payroll	5	EFT		3,516.29	12/14/2019 - 12/27/2019 PR1
5	01/02/2020	Payroll	5	EFT		1,553.15	12/14/2019 - 12/27/2019 PR1
7	01/02/2020	Payroll	5	EFT		1,270.35	12/14/2019 - 12/27/2019 PR1
8	01/02/2020	Payroll	5	EFT		2,698.41	12/14/2019 - 12/27/2019 PR1
9	01/02/2020	Payroll	5	EFT		1,820.05	12/14/2019 - 12/27/2019 PR1
10	01/02/2020	Payroll	5	EFT		3,035.23	12/14/2019 - 12/27/2019 PR1
11	01/02/2020	Payroll	5	EFT		1,845.89	12/14/2019 - 12/27/2019 PR1
12	01/02/2020	Payroll	5	EFT		2,028.76	12/14/2019 - 12/27/2019 PR1
13	01/02/2020	Payroll	5	EFT		2,353.48	12/14/2019 - 12/27/2019 PR1
14	01/02/2020	Payroll	5	EFT		2,403.75	12/14/2019 - 12/27/2019 PR1
15	01/02/2020	Payroll	5	EFT		1,434.03	12/14/2019 - 12/27/2019 PR1
16	01/02/2020	Payroll	5	EFT		1,466.58	12/14/2019 - 12/27/2019 PR1
17	01/02/2020	Payroll	5	EFT		1,999.26	12/14/2019 - 12/27/2019 PR1
18	01/02/2020	Payroll	5	EFT		2,716.23	12/14/2019 - 12/27/2019 PR1
19	01/02/2020	Payroll	5	EFT		3,566.71	12/14/2019 - 12/27/2019 PR1
6	01/02/2020	Payroll	5	9906		1,344.93	12/14/2019 - 12/27/2019 PR1
401 Water Fund						13,169.75	
402 Sewer Fund						31,238.43	
						44,408.18	Payroll: 44,408.18

I do hereby certify, under penalty of perjury, that the above is an unpaid, just, and due obligation as described herein, and that I am authorized to certify this claim.

Sign  Date 12/31/2019

Board Authorization - As the duly elected board for this district we have reviewed the claims listed and approve the payment with our signatures below.

Commissioner

Commissioner

Commissioner

Commissioner

Commissioner

BENEFITS**CHECK REGISTER**

Lake Whatcom W-S District
MCAG #: 2330

01/02/2020 To: 01/02/2020

Time: 16:54:34 Date: 01/02/2020

Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
20	01/02/2020	Payroll	5	EFT	UNITED STATES TREASURY	16,863.34	941 Deposit for Pay Cycle(s) 01/02/2020 - 01/02/2020
21	01/02/2020	Payroll	5	EFT	WA ST SUPPORT ENFORCEMENT REGISTRY	208.34	Pay Cycle(s) 01/02/2020 To 01/02/2020 - SUP ENF
22	01/02/2020	Payroll	5	9907	AFLAC	354.85	Pay Cycle(s) 01/02/2020 To 01/02/2020 - AFLAC Pre-Tax; Pay Cycle(s) 01/02/2020 To 01/02/2020 - AFLAC Post-Tax
23	01/02/2020	Payroll	5	9908	AFSCME LOCAL	363.36	Pay Cycle(s) 01/02/2020 To 01/02/2020 - Union Dues; Pay Cycle(s) 01/02/2020 To 01/02/2020 - Union Fund
24	01/02/2020	Payroll	5	9909	DEPARTMENT OF RETIREMENT SYSTEMS	4,237.31	Pay Cycle(s) 01/02/2020 To 01/02/2020 - DCP
25	01/02/2020	Payroll	5	9910	HRA VEBA TRUST (PAYEE)	545.00	Pay Cycle(s) 01/02/2020 To 01/02/2020 - VEBA
26	01/02/2020	Payroll	5	9911	VANTAGEPOINT TRANSFER AGENTS - 306798	100.00	Pay Cycle(s) 01/02/2020 To 01/02/2020 - ICMA
27	01/02/2020	Payroll	5	9912	WA ST DEPT OF ES/PFMLA	170.57	Pay Cycle(s) 01/02/2020 To 01/02/2020 - PFMLA
28	01/02/2020	Payroll	5	9913	WA ST PUBLIC EMP RET PLAN 2	11,056.01	Pay Cycle(s) 01/02/2020 To 01/02/2020 - PERS 2
29	01/02/2020	Payroll	5	9914	WA ST PUBLIC EMP RET PLAN 3	3,102.75	Pay Cycle(s) 01/02/2020 To 01/02/2020 - PERS 3
30	01/02/2020	Payroll	5	9915	WASHINGTON STATE HEALTH CARE AUTHORITY	15,148.32	Pay Cycle(s) 01/02/2020 To 01/02/2020 - PEBB Medical; Pay Cycle(s) 01/02/2020 To 01/02/2020 - PEBB ADD LTD; Pay Cycle(s) 01/02/2020 To 01/02/2020 - PEBB SMK Surcharge; Pay Cycle(s) 01/02/2020 To 01/02

401 Water Fund
402 Sewer Fund

38,529.31
13,620.54

52,149.85 Payroll: 52,149.85

CHECK REGISTER

Lake Whatcom W-S District

Time: 16:54:34 Date: 01/02/2020

MCAG #: 2330


01/02/2020 To: 01/02/2020

Page: 2

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
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I do hereby certify, under penalty of perjury, that the above is an unpaid, just, and due obligation as described herein, and that I am authorized to certify this claim.

Sign



Date

12/31/2019

Board Authorization - As the duly elected board for this district we have reviewed the claims listed and approve the payment with our signatures below.

Commissioner_____
Commissioner_____
Commissioner_____
Commissioner_____
Commissioner

ACCOUNTS PAYABLE

CHECK REGISTER

Lake Whatcom W-S District
MCAG #: 2330

12/30/2019 To: 12/30/2019

Time: 11:39:24 Date: 12/30/2019
Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
4193	12/30/2019	Claims	5	9905	SANITARY SERVICE CO	283.17	
		401 Operating Fund				283.17	
						<u>283.17</u>	Claims: 283.17

I do hereby certify, under penalty of perjury, that the above is an unpaid, just, and due obligation as described herein, and that I am authorized to certify this claim.

Sign  Date 12/30/2019

Board Authorization - As the duly elected board for this district we have reviewed the claims listed and approve the payment with our signatures below.

Commissioner

Commissioner

Commissioner

Commissioner


Commissioner

lost check
in the mail



**AGENDA
BILL
Item 6.A**

Election of Board Officers

DATE SUBMITTED:	December 26, 2019	MEETING DATE:	January 8, 2020
TO: BOARD OF COMMISSIONERS	FROM: Justin Clary, General Manager		
GENERAL MANAGER APPROVAL			
ATTACHED DOCUMENTS	1. None		
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 operates under the authority of [Revised Code of Washington \(RCW\) Title 57](#), Water-Sewer Districts. Under [RCW 57.12.10](#), Commissioners-President and Secretary-Compensation, "the board shall annually elect one of its members as president and another as secretary." The District has historically fulfilled this statutory obligation during its first meeting of the calendar year.

FISCAL IMPACT

No fiscal impact is anticipated.

RECOMMENDED BOARD ACTION

Staff recommends that the Board appoint a president and a secretary from amongst its membership.

PROPOSED MOTION

Recommended motions are:


"I move to appoint Commissioner _____ to serve as District president for the 2020 calendar year."

"I move to appoint Commissioner _____ to serve as District secretary for the 2020 calendar year."



**AGENDA
BILL
Item 6.B**

**Appointment of Board
Representatives to the District's
Investment Committee**

DATE SUBMITTED:	December 26, 2019	MEETING DATE:	January 8, 2020
TO: BOARD OF COMMISSIONERS	FROM: Justin Clary, General Manager		
GENERAL MANAGER APPROVAL			
ATTACHED DOCUMENTS	1. None		
TYPE OF ACTION REQUESTED	RESOLUTION <input type="checkbox"/>	FORMAL ACTION/ MOTION <input checked="" type="checkbox"/>	INFORMATIONAL /OTHER <input type="checkbox"/>

BACKGROUND / EXPLANATION OF IMPACT

[Chapter 2.14 of the District's administrative code](#) establishes an Investment Committee, which is comprised of the finance manager/treasurer, general manager, and two commissioners. Duties of the committee include, at a minimum, quarterly review of the District's investment portfolio and rate structure (Chapter 2.4) and annual review of the District's investment policy (Chapter 2.14).

FISCAL IMPACT

No fiscal impact is anticipated.

RECOMMENDED BOARD ACTION

Staff recommends that the Board appoint two representatives from amongst its membership to serve on the District's Investment Committee.

PROPOSED MOTION


A recommended motion is:

"I move to appoint Commissioner _____ and Commissioner _____ to serve as the Board's representatives on the District's Investment Committee for the 2020 calendar year."



**AGENDA
BILL
Item 6.C**

**Appointment of Board
Representatives to the Whatcom
County Council of Governments
and the Lake Whatcom
Management Program Policy Group**

DATE SUBMITTED:	December 26, 2019	MEETING DATE:	January 8, 2020
TO: BOARD OF COMMISSIONERS		FROM: Justin Clary, General Manager	
GENERAL MANAGER APPROVAL			
ATTACHED DOCUMENTS		1. None	
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 annually appoints a representative to serve on the Whatcom County Council of Governments and a representative to serve on the Lake Whatcom Management Program Policy Group.

FISCAL IMPACT

No fiscal impact is anticipated.

RECOMMENDED BOARD ACTION

Staff recommends that the Board appoint representatives from amongst its membership to serve on the Whatcom County Council of Governments and the Lake Whatcom Management Program Policy Group.

PROPOSED MOTION

Recommended motions are:


"I move to appoint Commissioner _____ to serve as the District's representative on the Whatcom County Council of Governments for the 2020 calendar year."

"I move to appoint Commissioner _____ to serve as the District's representative on the Lake Whatcom Management Program Policy Group for the 2020 calendar year."



**AGENDA
BILL
Item 6.D**

**Lake Whatcom On-site Sewage
System Impact Assessment
Personal Services Agreement**

DATE SUBMITTED:	December 31, 2019	MEETING DATE:	January 8, 2020
TO: BOARD OF COMMISSIONERS		FROM: Bill Hunter, Assist. GM/District Engineer	
GENERAL MANAGER APPROVAL			
ATTACHED DOCUMENTS		1. Personal Services Agreement with Herrera Environmental Consultants, Inc. for On-site Sewage System Impact Assessment	
TYPE OF ACTION REQUESTED	RESOLUTION <input type="checkbox"/>	FORMAL ACTION/ MOTION <input checked="" type="checkbox"/>	INFORMATIONAL /OTHER <input type="checkbox"/>

BACKGROUND / EXPLANATION OF IMPACT

Together with the city of Bellingham (City) and Whatcom County (County), the District formed a partnership in 1990 to develop a joint management strategy for the Lake Whatcom watershed. The resulting Lake Whatcom Management Program guides actions by the three entities to protect the quality of Lake Whatcom water. The prior 2015-2019 and draft 2020-2024 work plans for the Lake Whatcom Management Program include as an objective under the Monitoring & Data program area “collect and manage data to increase our understanding of water quality and pollution sources, and to guide management decisions.”

In January through March of 2017, Herrera Environmental Consultants, Inc. (Herrera) under contract with the District, conducted a series of monitoring events along the north shore of Lake Whatcom to assess the impact of existing on-site sewage systems (commonly referred to as septic systems) on the water quality of the lake. The findings of the assessment, which were published in a report in July 2017, indicate that on-site sewage systems are likely adversely impacting water quality. However, City and County staff raised a number of concerns regarding the monitoring approach of the assessment. To address the data gaps of the 2017 assessment identified by City and County staff, and to collect additional data to better understand the impact of on-site sewage systems, a scope of work for a second round of monitoring was jointly developed by City, County, and District staff, and an interlocal agreement between the District and County was executed on November 20, 2019 to allocate funding requirements of the assessment.

The District issued a request for proposals from qualified consultants in November 2019. Herrera was selected to perform the assessment, and a meeting of City, County, District, and Herrera staff was conducted on December 19 to finalize the scope of work. The scope

of work and associated fee have been integrated into the attached personal services agreement for board consideration.

FISCAL IMPACT

The current project is scoped to cost \$122,301, including a \$25,675 contingency (Task 4). Under the requirements of the interlocal agreement, the County will be responsible for reimbursing the District 40% of the project costs (i.e., \$40,000) with the District responsible for the remainder. The District has held promising discussions with Washington State Department of Health staff regarding securing of a Source Water Protection grant (\$30,000) to cover a portion of the project's costs (the grant application is being reviewed/processed by DOH). The District's 2020 Budget allocates \$100,000 (including \$40,000 in revenues derived from County reimbursement) for this project.

RECOMMENDED BOARD ACTION

Staff recommends approval of the Tasks 1 through 3 of the proposed personal services agreement, with Task 4 approval contingent upon award of a DOH grant and agreement with the County on appropriate use of the contingent funds.

PROPOSED MOTION

A recommended motion is:

"I move to authorize the General Manager to execute a personal services agreement for the Lake Whatcom On-site Sewage System Impact Assessment with Herrera Environmental, Inc. for time and materials not to exceed \$96,626.00 for Tasks 1 through 3 of the associated scope of work, with Task 4 approval contingent upon receipt of a Washington State Department of Health Source Water Protection grant."

LAKE WHATCOM WATER AND SEWER DISTRICT PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is made on January 8, 2020, between LAKE WHATCOM WATER AND SEWER DISTRICT ("District"), a Washington municipal corporation and HERRERA ENVIRONMENTAL CONSULTANTS, INC. ("Consultant").

In consideration of the mutual benefit derived by the parties and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree and covenant as follows:

1. PROJECT

Consultant shall perform all services and furnish all labor, tools, materials, and equipment for the District's project known as **Lake Whatcom On-Site Sewage System Impact Assessment (District Project No. A1919)** ("Project") in accordance with and as more fully described in **Attachment A—Scope of Work**. No additional services shall be performed or deemed authorized without the written prior authorization from the District.

2. PROJECT COST

The District shall pay Consultant for actual services rendered per **Attachment B—Rates and Charges** not to exceed an amount of _____ dollars (\$_____.00) ("Project Cost"). The Rates and Charges include all costs associated with the Project, including, but not limited to labor, materials, overhead, administrative, and permit and regulatory costs, unless otherwise agreed to by the parties in writing. Prior written approval from the District is required for any services not included in the Scope of Work (Attachment A). Consultant shall have no right or claim for payment for services provided which are not included in the Scope of Work (Attachment A) even if said services were performed in good faith. Any services performed in violation of this paragraph shall be at the sole cost and expense of Consultant.

3. AGREEMENT TERM/PERIOD OF PERFORMANCE

Consultant shall commence work under this Agreement upon receipt of notice to proceed from the District. The Scope of Work must be completed no later than **August 31, 2020** unless extended or terminated earlier by the District pursuant to the terms and conditions of this Agreement.

4. PAYMENT TERMS

The Project Cost shall be payable in the following manner: On or before the 26th day of each month, Consultant shall submit a detailed monthly invoice for all services provided describing in reasonable and understandable detail the services invoiced, the progress of the Scope of Work, and the requested payment amount. The District shall issue a warrant for payment of approved services contained in the invoice within thirty (30) days after approval.

5. CHANGE IN THE SCOPE OF WORK

Change in the Scope of Work, Project Cost, or Term shall require execution of a written amendment signed by the Consultant and District. The District may at any time order additions, deletions, revisions, or other written changes in the Scope of Work. The Consultant will prepare and submit a

proposal to the District for consideration that details changes to the Scope of Work, Project Cost or Term, at the request of the District.

6. STANDARD OF CARE

The Consultant shall be responsible for the professional quality, technical adequacy and accuracy, timely completion and coordination of all tests, reports and other services prepared or performed pursuant to this Agreement. The Consultant shall perform its work to conform to generally accepted professional standards applicable to the types of services and work provided hereunder. The Consultant shall be responsible for the professional standards, performance and actions of all persons and firms performing work pursuant to this Agreement. The Consultant shall, without additional compensation, correct or revise any errors, omissions or specific breaches of a contractual obligation in such tests, reports and other services. The District's approval of plans, drawings and specifications shall not relieve Consultant of responsibility for the adequacy or accuracy thereof. Consultant shall remain liable for damages and costs incurred by the District arising from Consultant's errors, omissions or negligent performance of services furnished under this Agreement.

7. INDEMNIFICATION

Consultant and subcontractors of Consultant agree to defend, indemnify, and hold harmless the District, its commissioners, officers, managers, employees, engineers, agents, and volunteers from and against any and all demands, claims, losses, injuries, damages, liabilities, suits, judgment, reasonable attorneys' fees and costs, and other expenses of any kind on account of, relating to, or arising out of Consultant's performance of the Scope of Work under this Agreement, except to the extent such injuries or damages are caused by the negligence of the District. For the purposes of this indemnification, Consultant specifically and expressly waives any immunity granted under the Washington Industrial Insurance Act, Title 51 RCW. This waiver has been mutually negotiated and agreed to by the parties. If a court of competent jurisdiction determines that this agreement is subject to RCW 4.24.115, Consultant's obligation to defend, indemnify, and hold harmless the District, its officers, employees, agents and volunteers shall be limited to the extent of the District's negligence. Consultant shall include this indemnification obligation for the benefit of the District as a subcontractor requirement in any subcontractor agreement which includes performance of services under this Agreement; provided that, Consultant shall remain wholly responsible to the District for performance of the indemnification obligation set forth herein. The provisions of this paragraph shall survive the expiration or termination of this Agreement.

8. INSURANCE

Consultant shall obtain, and keep in force during the term of this Contract, insurance policies as follows:

- a. **Commercial General Liability.** Limits no less than \$1,000,000.00 combined single limit per occurrence and \$2,000,000.00 aggregate for personal injury, bodily injury and property damage. Coverage shall be as broad as Insurance Services Office form number (CG 00 01) covering Commercial General Liability.
- b. **Automobile Liability Insurance.** Limits no less than \$1,000,000.00 combined single limit per accident for bodily injury and property damage. Coverage shall be as broad as Insurance Services Office form number (CA 00 01) covering Business Auto Coverage, symbol 1 "any auto"; or the combination of symbols 2, 8, and 9.

- c. **Workers' Compensation.** Coverage shall be at least as broad as Workers' Compensation coverage, as required by the Industrial Insurance Act of the State of Washington, as well as any similar coverage required for this work by applicable Federal Law.
- d. **Professional Liability.** Professional Liability coverage may be required at the option of the District, in an amount of not less than \$1,000,000 per claim and in the aggregate. Insurance shall have a retroactive date before the commencement of the Term and coverage shall remain in effect for the Term of this Agreement plus three years.
- e. The insurance policies shall specifically name the District, its elected or appointed officials, officers, employees, and volunteers as insureds with regard to damages and defense of claims arising from (1) activities performed by or on behalf of the Consultant; or (2) products and completed operations of the Consultant; or (3) premises owned, leased, or used by the Consultant.
- f. The insurance policies (1) shall state that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability; (2) shall be primary insurance with regard to the District; and (3) shall state that the District will be given at least 45 days' prior written notice of any cancellation, suspension or material change in coverage.
- g. Before commencing work and services, Consultant shall provide to the District a Certificate of Insurance evidencing the required insurance accompanied by endorsements as are necessary to comply with the requirements of this section. The District reserves the right to request and receive a certified copy of all required insurance policies.
- h. Any payment of deductible or self-insured retention shall be the sole responsibility of Consultant.

9. COMPLIANCE WITH CODES AND REGULATIONS

Consultant is expected to comply with all applicable statutes in performing the Scope of Work, including, but not limited to all state and local laws, regulations, codes and standards that are applicable at the time Consultant performs the services.

10. PERMITS, TAXES, TEMPORARY FUNCTIONS

Consultant shall secure and pay for all permits, fees and licenses necessary for the performance of this Agreement. Consultant shall pay any and all federal, state and municipal taxes, including sales taxes, if any, for which Consultant may be liable in carrying out this Agreement.

11. TERMINATION

This Agreement may be terminated by the District for cause when the District deems continuation to be detrimental to its interests or for failure of the Consultant to adequately perform the services specified in the Agreement. The District may terminate this Agreement for cause by sending a written notice to Consultant that specifies a termination date at least seven (7) days after the date of notice. This Agreement may also be terminated by the District without cause by sending written notice to Consultant that specifies a termination date at least thirty (30) days after the date of notice. Unless terminated for Consultant's material breach, Contractor shall be paid or reimbursed for all hours worked up to the termination date, less all payments previously made; provided that the work

performed after the date of notice must be only that which is reasonably necessary to terminate the work in a professional manner, unless otherwise agreed.

12. GENERAL PROVISIONS

- a. **Notices.** Any notice or demand desired or required to be given under this Agreement shall be in writing and deemed given when personally delivered, sent by facsimile machine, or deposited in the United States Mail (or with an express courier), postage prepaid, sent certified or registered mail, and addressed to the parties as set forth below or to such other address as either party shall have previously designated by such a notice:

District:
Attn: General Manager
Lake Whatcom Water and Sewer District
1220 Lakeway Drive
Bellingham, Washington 98229

Consultant:
Attn: John Lenth
Herrera Environmental Consultants, Inc.
2200 6th Avenue, Suite 1100
Seattle, Washington 98121

Phone: (360) 734-9224
Fax: (360) 738-8250

Phone: (206) 441-9080
Fax:

- b. **Records and other Tangibles.** Until the expiration of six years after the term of this Agreement, Consultant agrees to maintain accurate records of providing the services specified by the Agreement and to deliver such records to the District as requested by the District.
- c. **Ownership of Work.** The District has ownership rights to the plans, specifications, and other products prepared for the Project by the Consultant. Consultant shall not be responsible for changes made in the plans, specifications or other products by anyone other than the Consultant. Consultant shall have free right to retain, copy and use any tangible materials or information produced but only for its own internal purposes. Use of documents or other materials prepared under this Agreement for promotional purposes shall require the District's prior consent.
- d. **Disclosure.** All information developed by Consultant and all information made available to the Consultant by the District, and all analyses or opinions reached by the Consultant shall be confidential and shall not be disclosed by Consultant without the written consent of the District, unless said information is made publicly available by the District or the City of Bellingham.
- e. **Non Discrimination.** During the term of this Agreement, the Consultant agrees that no person shall, on the grounds of race, creed, color, national origin, sex, marital status, age, religion, or on the presence of any sensory, mental or physical disability, be discriminated against by the Consultant.
- f. **Relationship of the Parties.** Nothing contained herein or any document executed in connection herewith, shall be construed to create an employer-employee relationship or joint venture relationship between the District and Consultant, its employees or subcontractors. The Consultant is an independent contractor. The Consultant is responsible for its acts or omissions and acts or omissions of its agents, employees, servants, subcontractors, or otherwise during the performance of this Agreement.
- g. **Entire Agreement.** This Agreement and its attachments contain the entire understanding between the District and Consultant relating to the Project which is the subject of this

Agreement. Subsequent modification or amendment of this Agreement shall be in writing and signed by the parties to this Agreement.

- h. **Waiver.** Waiver of any breach or default hereunder shall not constitute a continuing waiver or a waiver of any subsequent breach either of the same or of another provision of this Agreement.
- i. **Assignment.** The Consultant shall not assign, or transfer any interest in this Agreement in whole or in part to any individual, firm or corporation without the prior written consent of the District. Subject to the provisions of the preceding sentence, this Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the Consultant. This Agreement is made only for the benefit of the District and the Consultant and successors in interest and no third party or person shall have any rights hereunder whether by agency or as a third party beneficiary.
- j. **Severability.** If any term, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, the remainder of this Agreement shall remain in effect.
- k. **Dispute Resolution.** If any dispute, controversy, or claim (collectively “dispute”) arises out of this Agreement, the parties agree to first try to settle the dispute in non-binding mediation with the assistance of a recognized professional mediation service. The parties shall each designate a representative with full settlement authority who will participate in the mediation. The parties shall bear all expenses associated with the mediation equally, except for attorneys' fees. Any dispute subject to, but not resolved by, mediation shall be subject to a private arbitration which, unless the parties mutually agree otherwise, shall be held in accordance with RCW 7.04A.
- l. **Jurisdiction/Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. Any suit to enforce or relating to this Agreement, including the enforcement of any arbitration award, shall be brought in Whatcom County Superior Court, Whatcom County, Washington.
- m. **Attorneys' Fees.** In the event that any party commences litigation against the other party relating to the performance, enforcement or breach of this Agreement, the prevailing party in such action shall be entitled to all costs, including attorneys' fees, expert witness fees and costs and any such fees or costs incurred on appeal.
- n. **Counterparts.** This Agreement may be executed in counterparts and each shall be deemed an original, but all of which together shall constitute a single instrument.

In Witness Whereof, the parties enter into this Agreement, mutually agree on above terms, are authorized to execute this Agreement and the parties have executed this Agreement on the day and year indicated.

Herrera Environmental Consultants, Inc.

("CONSULTANT")

(Signature)

(Printed Name and Title)

Dated: _____

Approved as to form:

Robert Carmichael

Attorney for Lake Whatcom Water & Sewer District

Dated: _____

Lake Whatcom Water and Sewer District

("DISTRICT")

Justin Clary, General Manager

Dated: _____

ATTACHMENT A – SCOPE OF WORK

ATTACHMENT B – RATES AND CHARGES

LAKE WHATCOM ON-SITE SEWAGE SYSTEM IMPACT ASSESSMENT

On December 19, 2019, Lake Whatcom Water and Sewer District (District) authorized Herrera Environmental Consultants (Herrera) to prepare a scope of work and cost estimate to assess impacts of on-site sewage systems (OSS) on Lake Whatcom as part of the Lake Whatcom Management Program efforts to protect lake water quality, reduce the amount of phosphorus entering the lake system, and reduce fecal bacteria levels in tributaries entering the lake. In 2016, Herrera conducted a study of potential impacts of 97 OSS on lake water quality along Northshore Drive that identified human waste sources in some drainages within the study area. The Whatcom County Health Department then inspected 68 of those OSS, resulting in repair of three OSS failures. This current Phase 2 study will expand the study area to include three shoreline types (i.e., sewer service, OSS, and undeveloped), while providing consistent sample sites and modifying methods from the previous study.

This scope of work includes a discussion of the activities, assumptions, deliverables, and schedule associated with this project for three tasks discussed at a meeting on December 19, 2019 with representatives for the District, Whatcom County, and the City of Bellingham (Project Team). The schedule assumes Herrera will be granted notice to proceed on January 8, 2020.

TASK 1.0 – PROJECT DEVELOPMENT AND MANAGEMENT

Herrera will prepare a Water Quality Monitoring and Quality Assurance Project Plan (QAPP) based on Herrera's Phase 1 QAPP to include modifications requested by the Project Team as discussed at the December 2019 meeting. The QAPP will include the following sections: background information (summarizing the Phase 1 study findings); project description (with the study goals and objectives); project organization and schedule; data quality objectives, experimental design (sampling station locations, sample collection and analysis methods, and data analysis procedures); field procedures; laboratory procedures; quality control procedures, data management procedures; audits and reports; data verification and validation; and data quality assessment.

Herrera will identify potential locations for the following 24 sampling stations:

- Five drainage outfall locations in the OSS area along North Shore Road where sewage was detected at moderate to high levels and corrective actions were taken

SCOPE OF WORK

- Five drainage locations in the OSS area upstream of sampled drainage outfalls and all known OSS locations for upstream background information
- Five drainage outfall locations in the sewer area along Lake Whatcom Boulevard between Strawberry Point and Sudden Valley located across the lake from the OSS area
- Five drainage locations in the sewer area upstream of sampled drainage outfalls to the lake and the sanitary sewer for upstream background information
- Two drainage outfall locations or lake shore stations (if outfalls are not present) in the undeveloped area along the Hertz Trail southeast of the OSS area for background information.
- One septic tank located in the OSS area for source characterization
- One sanitary sewer manhole on Lake Whatcom Boulevard for source characterization

Herrera will prepare a map of potential sampling stations showing catchment areas delineated using LiDAR data and a spreadsheet of property attributes associated with each sampling station. The Project Team will review the sampling station locations and Whatcom County will obtain access to private property as needed for station reconnaissance by Herrera. Herrera will conduct reconnaissance of each station during wet weather by two staff in one day to verify the presence of drainage at each station. Each station location will be logged using a GPS unit and no other field measurements will be conducted. Herrera will prepare a map of planned sampling stations based on the reconnaissance information for presentation in the QAPP.

Herrera will prepare a draft QAPP for review by the Project Team. The District will provide Herrera with one set of consolidated comments on the draft QAPP within two weeks of receiving the draft QAPP. Herrera will prepare a final QAPP addressing comments on the draft QAPP. Herrera will use an established system of quality assurance/quality control review to ensure high quality deliverables that comply with the requirements of the scope of work, as well as provide the most responsive and technically accurate work product. Work products will be reviewed by technical leads, technical editors, the project manager, and ultimately by the principal in charge.

Herrera's project manager (Rob Zisette) will be responsible for ongoing administration of the project, including preparing invoices and progress reports, as well as coordination of work efforts with the designated District point of contact (Justin Clary) and all laboratories. Herrera will prepare monthly progress reports with updates on activities, successes, and challenges, and have phone and email contact with the District and laboratories on an as-needed basis.

SCOPE OF WORK

Deliverables and Schedule

- Draft QAPP (Word and PDF files) completed by February 7, 2020.
- Final QAPP (Word file with tracked changes and final PDF file) within one week of receiving one set of comments by the Project Team.
- Monthly invoices and progress reports.

TASK 2.0 – DATA COLLECTION AND ANALYSIS

Herrera will implement the QAPP for assessing impacts of sewage drainage to the lake from the OSS, sewered, and undeveloped study areas. Building from the Phase 1 study, storm events during the 2020 wet season will be targeted for this Phase 2 study. Storm events larger than 0.5 inches in 24 hours will be targeted while smaller storms greater than 0.25 inches in 24 hours may be acceptable, if necessary to meet the project schedule. Herrera will target the tail end of each storm hydrograph to sample high shallow groundwater flow (interflow) and low runoff to maximize our ability for detecting contaminants in sewage rather than stormwater runoff. This strategy is consistent with the Phase 1 study and generally facilitates successful sampling during a full day following common evening storm events.

Herrera will be responsible for forecasting storms, collecting and recording field data, collecting water samples for laboratory analysis, and compiling and analyzing data. A minimum of three sampling events will be included in this study during February through April 2020. A sampling event may be conducted in May 2020, following approval of the District, to allow for capturing a 0.5-inch/24-hour storm event. Each sampling event will be conducted over one day in daylight hours during or immediately following storm events representing the defined event criteria. Each sample event will be conducted by two Herrera staff members that will access each sampling station by land that are located within 100 yards of access by car, with exception to the two locations within the undeveloped shoreline area.

Herrera will collect one water sample and measure discharge rate at 24 stations during each of the three storm events. Discharge rate will be measured at each drainage station with a current meter using standard methods for open water and pipe flow. No other field measurements will be conducted. Each sample will be analyzed by Herrera as per the QAPP for optical brightener fluorescence with background correction and for conductivity, and submitted to laboratories for analysis of total phosphorus, fecal coliform and E. coli bacteria, and one human fecal DNA biomarker by EPA Method 1696 (which was established in March 2019 using Bacteroidetes biomarker HF183 by qPCR and is equivalent to the Bacteroidetes dorei biomarker method used in the Phase 1 study). All field and laboratory analyses will include two field duplicate samples per event to achieve a quality control objective for a minimum duplicate frequency of 5 percent, resulting in a total of 78 samples.

SCOPE OF WORK

Fecal coliform and E. coli bacteria will be analyzed by Exact Scientific Services, Inc. (Ferndale, WA) and they will subcontract with Anatec Labs, Inc. (Moscow, Idaho) for the total phosphorus analysis to have all analyses performed by Washington State Department of Ecology-certified labs. The human fecal DNA biomarker analysis will be performed by Source Molecular (Miami, Florida), who conducted this analysis for the Phase 1 study. The laboratories will report results within 10 days of receiving the samples and will provide the required quality control data for data validation by Herrera as specified in the QAPP.

Herrera will analyze optical brighteners using an optical brightener fluorometer (Turner Designs Cyclops 7 probe with the DataBank display/logger, stainless-steel sensor, and 5-meter cable) that includes correction of natural background fluorescence using a UV light (which degrades optical brighteners but not natural substances) according to the method developed by researchers in California (Cao et al 2009 in Water Research 43: 2273-2279) and recently refined by researchers in Ireland (Dubber and Gill 2017 in Water Research 127: 104-117). This revised method has been shown to provide reliable assessment of positive and negative optical brightener presence under reliable and reproducible laboratory conditions. Herrera will also analyze the samples for conductivity using a calibrated field meter.

Assumptions

- Two Herrera staff members will complete each sampling event within a 12-hour period and require an additional 3 hours for storm tracking, mobilization, and sample delivery.
- All sampling stations will be accessed by land and located within 100 yards of a car parking area
- Whatcom County will provide Herrera with property access permissions where needed.
- Samples will be hand delivered to Exact Scientific and shipped overnight to Source Molecular within 30 hours of collection.

Deliverables

- Field data sheets and laboratory reports within two weeks of each sampling event.
- Excel workbook with all raw data upon completion of all sampling events.

TASK 3.0 – REPORTING AND PRESENTATION

Herrera will review and validate all field and laboratory data according to quality control measures specified in the QAPP. The validated data will be compared to water quality standards and TMDL goals, tested for statistically significant differences between the monitoring areas in

SCOPE OF WORK

phosphorus, fecal bacteria, and human fecal DNA concentrations. In addition, Herrera will estimate parameter loadings for each area using a simple numerical model that separates phosphorus and fecal bacteria in sewage from other watershed sources for assessing overall lake impacts of OSS and sewers. Flow-weighted average parameter concentrations and loadings from OSS will be calculated in multiple ways by subtracting results for the undeveloped, sewer, and upstream OSS area stations from the OSS drainage outfall stations.

A draft report will be prepared for the Project Team with a two-week period for review and feedback. A final report will be prepared addressing comments received on the draft report.

Herrera will prepare and present a summary of the study methods, results, and findings at a meeting in Bellingham with the Project Team following completion of the final report.

Deliverables

- Draft Report (Word and PDF files) completed by June 12, 2020.
- Final Report (Word file with tracked changes and final PDF file) within two weeks of receiving one set of comments by the Project Team.
- Excel Workbook with all final data and qualifiers
- Project summary presentation at one meeting in Bellingham.

TASK 4.0 – CONTINGENCY

Herrera will conduct additional sample collection, analysis, and reporting as directed by the District. Herrera will provide the District with a brief scope and cost estimate for the additional work requested by the District prior to email approval from the District to proceed with the work/ Contingency work may include but not be limited to:

- Additional sample collection labor and expenses due to station access issues or a need to use a boat.
- Sampling one base flow event or one additional storm event.
- Preparation and attendance to one or more additional meetings.

Deliverables

- Additional field data sheets, laboratory reports, and final data.


HERRERA ENVIRONMENTAL CONSULTANTS
Cost Estimate for Lake Whatcom OSS Impact Assessment
Herrera Project No. 19-07208-000

Lake Whatcom 2020 OSS Impact Assessment <i>Number of Tasks: 4</i>				Task 1.0 <i>Project Management and Meetings</i>		Task 2.0 <i>Sampling and Analysis</i>		Task 3.0 <i>Data Analysis and Reporting</i>		Task 4.0 <i>Contingency</i>		TOTAL	
<i>Schedule (start - end dates)</i>				<i>1/8/20 - 7/31/20</i>		<i>2/15/20 - 4/30/20</i>		<i>3/30/20 - 7/31/20</i>		<i>1/8/20 - 7/31/20</i>			
COST SUMMARY													
Labor				\$23,755		\$14,002		\$28,194		\$15,480		\$81,431	
Travel and per diem				\$116		\$116		\$116		\$116		\$464	
Other direct costs (ODCs)				\$90		\$1,845		\$0		\$615		\$2,550	
Analytical laboratory				\$0		\$28,392		\$0		\$9,464		\$37,856	
GRAND TOTAL				\$23,961		\$44,355		\$28,310		\$25,675		\$122,301	
COST ITEMIZATION													
Labor													
<i>(2020 rates)</i>													
<i>Personnel</i>			Rate/Hour	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost
Lenth, John	Vice President	\$269.52	4	\$1,078	0	\$0	6	\$1,617	2	\$539	12	\$3,234	
Zisette, Rob	Scientist VI	\$260.27	50	\$13,014	12	\$3,123	50	\$13,014	32	\$8,329	144	\$37,479	
Catarra, Gina	Scientist III	\$152.20	40	\$6,088	10	\$1,522	50	\$7,610	8	\$1,218	108	\$16,438	
Schaner, Neil	Engineer II	\$153.05	0	\$0	0	\$0	16	\$2,449	16	\$2,449	32	\$4,898	
Mullen, Meghan	Engineer II	\$130.13	0	\$0	0	\$0	16	\$2,082	2	\$260	18	\$2,342	
Geigel, Joseph	GIS Analyst II	\$114.23	8	\$914	0	\$0	6	\$685	0	\$0	14	\$1,599	
Gleason, Rayna	Landscape Designer	\$109.84	0	\$0	8	\$879	0	\$0	4	\$439	12	\$1,318	
Rapoza, Danielle	Scientist II	\$105.80	12	\$1,270	50	\$5,290	0	\$0	14	\$1,481	76	\$8,041	
Stebbing, Rebecca	Scientist I	\$63.76	0	\$0	50	\$3,188	0	\$0	12	\$765	62	\$3,953	
Maloof, Charlie	Project Accountant II	\$109.09	6	\$655	0	\$0	0	\$0	0	\$0	6	\$655	
Jackowich, Pam	Administrative IV	\$122.87	6	\$737	0	\$0	6	\$737	0	\$0	12	\$1,474	
SUBTOTAL LABOR (Burdened Labor)				126	\$23,755	130	\$14,002	150	\$28,194	90	\$15,480	496	\$81,431
TRAVEL AND PER DIEM COSTS				Unit	Cost	Units	Cost	Units	Cost	Units	Cost	Units	Cost
Auto Use				Mile	\$0.58	200	\$116.00	200	\$116.00	200	\$116.00	800	\$464
SUBTOTAL TRAVEL AND PER DIEM				\$116		\$116		\$116		\$116		\$464	
OTHER DIRECT COSTS (ODCs)				Unit	Cost	Units	Cost	Units	Cost	Units	Cost	Units	Cost
Delivery Services				Cost	\$0.00	\$1,500.00	\$0.00	\$500.00	\$2,000				
Field Equipment and Supplies				Day	\$25	0	\$0.00	3	\$75.00	0	\$0.00	1	\$25.00
Conductivity/salinity meter (YSI)				Day	\$75	0	\$0.00	3	\$225.00	0	\$0.00	1	\$75.00
Current meter (Marsh McBirney)				Day	\$15	0	\$0.00	3	\$45.00	0	\$0.00	1	\$15.00
Decontamination supplies				Day	\$90	1	\$90.00	0	\$0.00	0	\$0.00	0	\$0.00
GPS unit (Trimble)				\$90		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
SUBTOTAL ODCs				\$90		\$1,845		\$0		\$615		\$2,550	
ANALYTICAL LABORATORY COSTS				Unit	Cost	Units	Cost	Units	Cost	Units	Cost	Units	Cost
Exact (fecal/E. coli bacteria)				Sample	\$30	0	\$0.00	78	\$2,340.00	0	\$0.00	26	\$780.00
Exact (phosphorus)				Sample	\$50	0	\$0.00	78	\$3,900.00	0	\$0.00	26	\$1,300.00
Source Molecular (microbial DNA)				Sample	\$270	0	\$0.00	78	\$21,060.00	0	\$0.00	26	\$7,020.00
Fee on Laboratories @ 4%				4%		\$0	\$1,092	\$0	\$364	\$1,456			
SUBTOTAL LABORATORY				\$0		\$28,392		\$0		\$9,464		\$37,856	



**AGENDA
BILL
Item 7.A.**

General Manager's Report

DATE SUBMITTED:	January 2, 2020	MEETING DATE:	January 8, 2020
TO: BOARD OF COMMISSIONERS	FROM: Justin Clary		
GENERAL MANAGER APPROVAL			
ATTACHED DOCUMENTS	1. General Manager's Report		
TYPE OF ACTION REQUESTED	RESOLUTION <input type="checkbox"/>	FORMAL ACTION/ MOTION <input type="checkbox"/>	INFORMATIONAL /OTHER <input checked="" type="checkbox"/>

BACKGROUND / EXPLANATION OF IMPACT

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

FISCAL IMPACT

None.

RECOMMENDED BOARD ACTION

None required.

PROPOSED MOTION

None.



LAKE WHATCOM WATER AND SEWER DISTRICT
General Manager's Report
Upcoming Dates & Announcements
Regular Meeting – Wednesday, January 8, 2020 – 6:30 p.m.

Important Upcoming Dates

Lake Whatcom Water & Sewer District			
Regular Board Meeting	Wed Jan 29, 2020	8:00 a.m.	Board Room
Employee Staff Meeting	Thu Jan 9, 2020	8:00 a.m.	Board Room Commissioner Carter to Attend
Investment Comm Meeting	Wed Jan 29, 2020	9:00 a.m.	Small Conference Room
Safety Committee Meeting	TBD	TBD	Small Conference Room
Lake Whatcom Management Program			
Data Group Meeting	Thu Jan 9, 2020	9:00 a.m.	City of Bellingham PW Offices 2221 Pacific Street
Policy Group Meeting	Wed Feb 5, 2020	3:00 p.m.	City of Bellingham Fireplace Room 625 Halleck Street
Joint Councils Meeting	Wed Mar 25, 2020	6:30 p.m.	Bellingham City Council Chamber 210 Lottie Street
Other Meetings			
WASWD Section III Meeting	Tue Jan 14, 2020	6:15 p.m.	Bob's Burgers, 8822 Quil Ceda Pkwy, Tulalip, WA
Whatcom Water Districts Caucus Meeting	Wed Jan 15, 2020	1:00 p.m.	Board Room
Whatcom County Council of Governments Board Meeting	Wed Jan 15, 2020	3:30 p.m.	Council of Governments Offices 314 E Champion Street

Committee Meeting Reports

Safety Committee:

- The Safety Committee met on December 30, 2019. The committee recognized significant progress over the past year and welcomed Jason Dahlstrom (operations representative) and Kristin Hemenway (office representative) to the committee for the coming year. The committee's 2020 focus will be on continued progress towards review and update of the District's safety programs, and development of operational standard operating procedures.

Investment Committee:

- No meeting has been held since the last board meeting.

Upcoming Important Agenda Topics and Meetings

- Commissioner insurance discussion (January 29)
- District engineering standards adoption (January 29)
- Interlocal agreement with city of Bellingham for Scenic Intertie (January 29)

2019 Initiatives Status (FINAL)

Administration and Organizational Document Review/Revision

Personnel Policies Manual

- Workplace Violence Policy Update
Approved by the Board during February 27 meeting.
- Drug Testing Policy Update
Approved by the Board during February 27 meeting.
- Paid Family & Medical Leave Act Policy Addition
Approved by the Board during February 27 meeting.

Administrative Code

- Board Meeting Dates/Times
Adopted by the Board during January 30 meeting (Resolution No. 854).
- Purchasing Policy
Adopted by the Board during March 13 meeting (Resolution No. 857).
- Master Fees and Charges Schedule
Adopted by the Board during September 11 meeting (Resolution No. 860).
- Fiscal Management Policies
Adopted by the Board during September 25 meeting (Resolution No. 861).
- Bonded Side Sewer Contractor Policies
Adopted by the Board during October 30 meeting (Resolution No. 862).

Commissioner Protocol Manual

- Work session to review/revise
Adopted by the Board during April 10 meeting.

Health & Safety Program

- Review programs
Safety Committee updated the District's Employee Safety Manual, and Return to Work, Respirator, Chlorine Safety, Confined Space, Vehicle Operation, Fire Safety, Hazardous Communications, and Meter Reader Safety programs.

File Management System

- Electronic file management structure revision
File management structure was revised and migration of documents completed.
- Digitize applicable hard copies and file in DocuWare
Staff attended DocuWare training on June 13; R Hope developed process for ensuring digitalization of applicable documents in accordance with State regulations.

Community/Public Relations Enhancement

Website

- Reconfigured the layout of the *About* dropdown menu to make more user friendly.
- Expanded content for the *Board of Commissioners* page (commissioner bios and photos).
- Routinely provided alerts, as appropriate, on page (e.g., water main flushing notice).

Intergovernmental Relations

- Nothing to update since last meeting.

Social Media Program

- Develop/implement social media program
Program implemented February 14.
- Create/manage District LinkedIn account
LinkedIn account is live (www.linkedin.com/company/lake-whatcom-water-and-sewer-district) with new information posted regularly.
- Create/manage District Facebook account
Facebook account is live (<https://www.facebook.com/Lake-Whatcom-Water-Sewer-District-455872278278848>) with new information posted regularly.
- Create/manage District NextDoor account
NextDoor currently limits public agency pages to only emergency response agencies, J. Clary registered individually to monitor “neighborhoods” within District service area.

Press Releases

- District staff recognition press release issued on January 14.
- ShakeAlert implementation press release issued on July 23.
- Department of Health Treatment Optimization Program Platinum Award press release issued on November 5.

50-Year Anniversary

- Press release/logo
Release issued November 21, 2018; logo developed November 20, 2018.
- Banner
Installed January 10.
- Commissioner/employee jackets with 50th anniversary logo
Jackets distributed to staff during March 14 staff meeting.
- Celebration
Completed during the annual employee banquet on January 11.

Fact Sheets

- Develop District fact sheets
General informational fact sheet on the District created on April 15.
Water conservation fact sheet created in June and distributed with July/August utility bills.
Winter Readiness fact sheet under development to be distributed with the November/December utility bills.

Lake Whatcom Water Quality

Management Program

- Attend organized meetings; initiate additional meetings/discussions outside of program
J. Clary participating on the Interjurisdictional Coordinating Team (ICT) in the development of the Lake Whatcom Management Program 2020-2024 Work Plan.

Onsite Septic System Impact Assessment

- North shore monitoring
The District, County, and City have reached agreement with the consultant on a scope of work and budget for the effort (to be completed winter 2020).

Onsite Septic System Conversion Program

- Identify applicable lots
Staff identified lots to pursue connection to District collection system.
- Implement conversion notification process
Notice of requirement to connect to District sewer system sent to three property owners on February 21. District staff issued a reminder to each property owner on September 4.
- Complete conversion
Of the three properties, one has been issued a requirement to connect by the Whatcom County Health Department (scheduled for January 7), one has been in contact with the District, and one has not responded to-date.

Watershed Stormwater Utility

- Participate in utility development process
J Clary attended multiple meetings of the citizen advisory committee, the April 30 public meeting; and multiple County Council meetings.
The District issued letters on December 19 to property owners on which District infrastructure is located apprising them of County fees to be incurred associated with our infrastructure, and our desire to reimburse them for those costs.

Board Technology Upgrades

Board-issued Tablets

- Identify/implement appropriate systems to board
Tablets were issued to each commissioner.

Electronic Board Packets

- Implement electronic-only packet production process
District converted to electronic-only packet production.

Asset Management

Asset Location

- GPS District infrastructure in Sudden Valley
The project is complete.

Preventative Maintenance

- Develop/refine automatic work order notification process in Cartegraph
District staff developed and implemented the hierarchy of assets for the system in Cartegraph.

O&M Workload Capacity Analysis

- Implement process in Cartegraph for tracking resource use
Engineering and operations staff are tracking resources specific to utilities.
- Analyze resource allocation data
Staff are analyzing data.


New Development Process Refinement

- Revise/implement new development permit/inspection/approval process
The District issued a letter in May to all individuals that have obtained a Water Availability determination from the District over the past 12 months, notifying them of District limited resources for side sewer inspections and water service installations, and first come-first serve policy relative to the Lake Whatcom land disturbance window (June 1 – September 30). This letter is also being issued with water/sewer availability requests received since May.



**AGENDA
BILL
Item 10**

**Executive Session
To Discuss
Potential Litigation**

DATE SUBMITTED:	December 30, 2019	MEETING DATE:	January 8, 2020
TO: BOARD OF COMMISSIONERS		FROM: Justin Clary, General Manager	
GENERAL MANAGER APPROVAL			
ATTACHED DOCUMENTS		1. none	
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 Executive Session is for the purposes of discussing potential litigation with legal counsel per RCW 42.30.110(1)(i)(ii) and is expected to last 15 minutes.

FISCAL IMPACT

No impact is anticipated.

RECOMMENDED BOARD ACTION

No action is recommended at this time.


PROPOSED MOTION

Not applicable.



**AGENDA
BILL
Item 11**

**Executive Session
General Manager Annual
Performance Evaluation**

DATE SUBMITTED:	December 26, 2019	MEETING DATE:	January 8, 2020
TO: BOARD OF COMMISSIONERS	FROM: Justin Clary, General Manager		
GENERAL MANAGER APPROVAL			
ATTACHED DOCUMENTS	1. none		
TYPE OF ACTION REQUESTED	RESOLUTION <input type="checkbox"/>	FORMAL ACTION/ MOTION <input type="checkbox"/>	INFORMATIONAL /OTHER <input checked="" type="checkbox"/>

BACKGROUND / EXPLANATION OF IMPACT

The District entered into an employment agreement on August 29, 2018, with Justin Clary to serve as the District's general manager. Mr. Clary's first day of employment with the District was October 1, 2018. Per Section 10, Performance Evaluation, of the agreement, the Board of Commissioners is to evaluate Mr. Clary's performance annually, on or about the anniversary of appointment. During its September 25 meeting, the Board defined an approach and schedule for conducting the performance evaluation. The Board also requested that Mr. Clary submit an annual report summarizing District achievements over the past year, as well as proposed initiatives for 2020. The requested document was included in the packet of the Board's October 9th regularly scheduled meeting.

This Executive Session is for the purposes of evaluating the performance of a public employee per [RCW 42.30.110\(1\)\(g\)](#) and is expected to last 30 minutes.

FISCAL IMPACT

No impact is anticipated.

RECOMMENDED BOARD ACTION

No action is recommended at this time.

PROPOSED MOTION

Not applicable.