



## LAKE WHATCOM WATER & SEWER DISTRICT

1220 Lakeway Drive  
Bellingham, WA, 98229

(360) 734-9224  
Fax 738-8250

# MEMORANDUM

Date: February 17, 2022

RE: Virtual Meeting Attendance

For the foreseeable future, Lake Whatcom Water & Sewer District's Board of Commissioners will be attending regular meetings by phone/video conference. Per Governor Inslee's [Proclamation No. 20-28.3](#), the District will provide access to interested public via phone/internet utilizing the GoToMeeting platform.

### Attending a Meeting

If you would like to attend the February 23, 2022 regular board meeting, access details can be found below. In this evolving climate, we are committed to doing everything possible to provide opportunity for public comment as well as promote health and safety. As such, **the District requests that if possible, public submit comments in written form by noon the day before a scheduled meeting** for inclusion in the meeting discussion. This is *not a requirement* for making a public comment, but is helpful to the staff and commissioners for planning purposes.

**February 23, 2022 Regular Board Meeting**  
Wed, Feb 23, 2022 8:00 AM – 10:00 AM (PST)

**Join the meeting from your computer, tablet or smartphone.**

<https://global.gotomeeting.com/join/923573773>

**You can also dial in using your phone.**

United States: [+1 \(224\) 501-3412](tel:+12245013412)

**Access Code:** 923-573-773

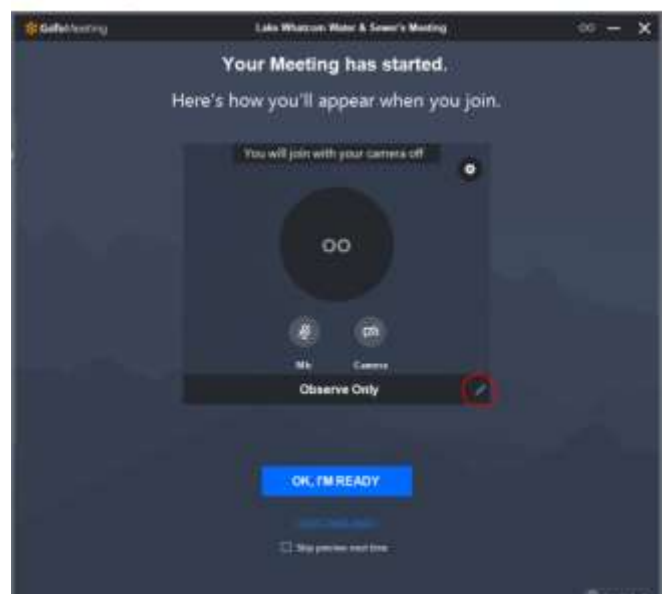
New to GoToMeeting? Get the app now and be ready when the meeting starts:

<https://global.gotomeeting.com/install/923573773>

### Attending as an Observer only

If you wish to observe a meeting, but do not plan to speak or appear on video during the meeting, you may attend anonymously.

When you click the link to log in to the meeting, a black box will appear like the one pictured below. Click the pencil icon (circled) and change your name to "Observe Only." Also make sure that your microphone and camera icon are grey and not green. You will be muted by the meeting administrator and will not be included in the roll call.



We appreciate your understanding and patience during these uncertain times.

If you have any questions, please contact Administrative Assistant

Rachael Hope at [rachael.hope@lwwsd.org](mailto:rachael.hope@lwwsd.org) or 360-734-9224.

Page 1 of 216



## LAKE WHATCOM WATER AND SEWER DISTRICT

1220 Lakeway Drive  
Bellingham, WA 98229

### REGULAR MEETING OF THE BOARD OF COMMISSIONERS

## AGENDA

*February 23, 2022*


8:00 a.m. – Regular Session

1. CALL TO ORDER
2. ROLL CALL
3. CONFIRMATION OF COMPLIANCE WITH REMOTE MEETING ATTENDANCE PROTOCOLS
4. PUBLIC COMMENT OPPORTUNITY  
At this time, members of the public may address the Board of Commissioners. Please state your name prior to making comments.
5. ADDITIONS, DELETIONS, OR CHANGES TO THE AGENDA
6. CONSENT AGENDA
7. SPECIFIC ITEMS OF BUSINESS
  - A. 2020 Census Commissioner Redistricting Alternatives Presentation
  - B. Resolution No. 881—Design and Construction Standards Update
  - C. Leak Adjustment Policy Discussion
  - D. Euclid Sewer Lift Station Improvements Public Works Construction Contract Award
  - E. District Personnel Policies Manual Update
8. OTHER BUSINESS
9. STAFF REPORTS
  - A. General Manager
  - B. Engineering Department
  - C. Finance Department
  - D. Operations Department
10. PUBLIC COMMENT OPPORTUNITY
11. ADJOURNMENT



**AGENDA  
BILL  
Item 6**

**Consent Agenda**

DATE SUBMITTED:	February 18, 2022	MEETING DATE:	February 23, 2022
TO: BOARD OF COMMISSIONERS	FROM: Rachael Hope		
GENERAL MANAGER APPROVAL			
ATTACHED DOCUMENTS	1. See below		
TYPE OF ACTION REQUESTED	RESOLUTION <input type="checkbox"/>	FORMAL ACTION/ MOTION <input checked="" type="checkbox"/>	INFORMATIONAL /OTHER <input type="checkbox"/>

**\*\*TO BE UPDATED 02.22.2022\*\***

**BACKGROUND / EXPLANATION OF IMPACT**

- Meeting Minutes for the 02.09.22 Special Board Meeting
- Meeting Minutes for the 02.09.22 Regular Board Meeting
- Payroll for Pay Period #04 (02/05/2022 through 02/18/2022) total to be added
- Payroll Benefits for Pay Period #04 total to be added
- Accounts Payable Vouchers total to be added

**FISCAL IMPACT**

Fiscal impact is as indicated in the payroll/benefits/accounts payable quantities defined above. All costs are within the Board-approved 2022 Budget.

**RECOMMENDED BOARD ACTION**

Staff recommends the Board approve the Consent Agenda.

**PROPOSED MOTION**

A recommended motion is:

"I move to approve the Consent Agenda as presented."



## LAKE WHATCOM WATER AND SEWER DISTRICT

1220 Lakeway Drive  
Bellingham, WA 98229

### WORK SESSION OF THE BOARD OF COMMISSIONERS

## Minutes

*February 9, 2022*

Board President Laura Abele called the Work Session to order at 5:30 p.m.

**Attendees:** Commissioner Laura Abele  
Commissioner Todd Citron  
Commissioner John Carter  
Commissioner Bruce Ford  
Commissioner Leslie McRoberts  
General Manager Justin Clary  
Assistant General Manager/District Engineer Bill Hunter  
Operations & Maintenance Manager Brent Winters  
Finance Manager/Treasurer Jenny Signs  
Recording Secretary Rachael Hope

**Excused Absences:** Commissioner John Carter

Also in attendance were Melanie Mankamyer and Brian Smith of Wilson Engineering; and District residents Claire Beiser, Tom Rosenberg, Jennifer Hine, Ted Sayre, Kim Koyamatsu, Dave McEachran, Fred Dentinger, and Sandy Dentinger. All attendees participated remotely by phone or video conferencing.

#### **Eagleridge Water Booster Station Conversion Project**

General Manager Justin Clary recalled that at the January 12, 2022 regular board meeting, the Board discussed the upcoming planned Eagleridge Water Booster Station Conversion Project. Based on hydraulic analysis performed in 2020, the District determined that the domestic pumps currently in service at the Eagleridge Booster Station are no longer necessary and can be removed from service.

Following outreach to the 70 single family residential homes served by this booster station, District staff were contacted by a number of customers seeking additional information on the project. At the January 12 meeting, several of these customers were in attendance and utilized the public comment opportunity to voice questions and participate in discussion about the project. At that time, the Board requested the topic be further explored via this work session. Staff provided the Board with a memo



including requested information about system pressure ranges in the Eagleridge neighborhood, as well as policy considerations and options. Discussion followed.

With no further business, Abele adjourned the Work Session 6:24 p.m.

\_\_\_\_\_  
Board President, Laura Abele

Attest: \_\_\_\_\_  
Recording Secretary, Rachael Hope

Minutes approved by motion at ☐ Regular ☐ Special Board Meeting on \_\_\_\_\_  
Date Minutes Approved



## LAKE WHATCOM WATER AND SEWER DISTRICT

1220 Lakeway Drive  
Bellingham, WA 98229

### REGULAR SESSION OF THE BOARD OF COMMISSIONERS

## Minutes

*February 9, 2022*

Board President Laura Abele called the Regular Session to order at 6:30 p.m.

**Attendees:**

Commissioner Laura Abele	General Manager Justin Clary
Commissioner Todd Citron	District Engineer/Assistant GM Bill Hunter
Commissioner Bruce Ford	Finance Manager/Treasurer Jenny Signs
Commissioner Leslie McRoberts	Operations Manager Brent Winters
Recording Secretary Rachael Hope	District Legal Counsel Bob Carmichael

Also in attendance were District constituents Kim Koyamatsu, Patti Ramsey, Trang Worline, Ryan Heathers, and Maureen & Brian Sullivan.

**Excused Absences:** Commissioner John Carter

All attendees participated remotely by phone or video conferencing.

#### **Roll Call**

General Manager Justin Clary performed a roll call to identify those in attendance, and then verbally confirmed that the meeting was noticed in accordance with Resolution No. 859 allowing remote meeting attendance, as well as in compliance with current statutory requirements. It was confirmed that all participants were able to be heard and hear each other clearly.

#### **Change to Agenda**

Commissioner Citron suggested moving item 7C – Customer Appeal – to the beginning of section 7, Specific Items of Business. The Board agreed.

#### **Consent Agenda**

##### **Action Taken**

Citron moved, McRoberts seconded, approval of:

- Meeting Minutes for the 01.12.22 Regular Board Meeting
- Meeting Minutes for the 01.26.22 Regular Board Meeting
- Payroll for Pay Period #03 (01/22/2022 through 02/04/2022) totaling \$43,193.05
- Payroll Benefits for Pay Period #03 totaling \$50,095.56
- Accounts Payable Vouchers totaling \$73,142.35

Motion passed.

### **Customer Appeal – Water/Sewer Utility Bill**

Signs summarized that the District received a letter from Trang & Corby Worline dated February 2, 2022, requesting an appeal to the Board for relief from water consumption charges. The Worline's appeal is associated with water utility charges incurred as a result of leak in the water service in the crawl space that occurred during the bimonthly billing period of December 2021 – January 2022.

District Administrative Code allows for leak adjustments (Section 2.10.8) when leak adjustments are for "...water bills resulting from in-ground water service line breaks between the water meter and the outermost exterior walls of the structure." This leak does not qualify for an adjustment under section 2.10.8 due to the location of the break.

Staff explained to Mrs. Worline that the District is a public agency that must consistently administer its policies, as defined in the Administrative Code, and that staff does not have the authority to further reduce water consumption charges. Mrs. Worline was not satisfied with this response and elected to appeal the General Manager's decision to the Board, as allowed under the Administrative code; requesting additional relief to reduce the amount owing from \$6725.02 to \$300. Discussion followed, including contribution from Mrs. Worline, who was in attendance.

#### **Action Taken**

**Citron moved, McRoberts seconded, to uphold the District Administrative Code as written and implemented by the General Manager, and decline Mr. & Mrs. Worline's appeal for a full leak adjustment. Motion passed.**

Following the motion, further discussion ensued in which the Board decided to rescind their decision in order to consider the leak adjustment policy as a whole at the next scheduled Board meeting before making a final decision about the Worline's appeal.

#### **Action Taken**

**McRoberts moved, Ford seconded, to rescind the previous decision of the Board regarding Mr. & Mrs. Worline's appeal and table the issue for further consideration at a future meeting. Motion passed.**

### **Interlocal Agreement with Whatcom Conservation District for Water Conservation Public Outreach Support Services**

Clary explained that the Washington State Legislature passed the Municipal Water Law in 2003, which includes requirements for municipal water suppliers to adopt water supply efficiency measures. Subsequently, in 2007 the Water Use Efficiency rule became effective, requiring municipal water suppliers to develop and implement water conservation measures in their water system comprehensive plans. The District's Water Use Efficiency Plan was updated and adopted by the Board in December 2021.

Recognizing that greater success can be achieved through common messaging and economies of scale, coupled with the significant focus on water use and rights in Water Resource Inventory Area (WRIA) No. 1, Whatcom County reconvened the Whatcom Water Alliance (WWA) in 2019 and hired the Whatcom Conservation District to facilitate development of an enhanced countywide water conservation program. The WWA is partnership of Whatcom County water utilities that has developed a multi-year program that focusses efforts on priorities communicated by the member organizations. The Board formerly approved submittal of a letter in September 2020 to the Whatcom County executive supporting the multi-year program, which

includes development of a website, media kit and water conservation how-to videos, and new for 2022, a voluntary rebate program. Though Whatcom County continues to finance the bulk of the Whatcom Conservation District's WWA support efforts, consistent with the District's September 2020 letter of support, staff presented the Board with the interlocal agreement committing the District to \$1,716 (\$0.30 per connection, plus a \$396 overhead charge) in 2022.

#### **Action Taken**

**Citron moved, McRoberts seconded, to authorize the general manager to execute the Interlocal Agreement with the Whatcom Conservation District for water conservation public outreach support services, as presented. Motion passed.**

#### **Hazard Mitigation Grant Agreement for FEMA Funding Supporting the Division 7 Reservoir Replacement Project**

Clary recalled that a 2016 structural analysis of the District's Division 7 Water Reservoir found significant deficiencies in its ability to meet existing earthquake code. The 2017 Water System Plan also analyzed the capacity of the Division 7 reservoir and found it to be significantly oversized. Following review of technical memoranda prepared by Wilson Engineering LLC in 2018 and 2020, staff recommended replacing the existing welded steel 1-million gallon Division 7 reservoir with two smaller concrete 185,000 gallon reservoirs.

In 2018, the District submitted a FEMA Hazard Mitigation Grant application to replace the Division 7 Reservoir with two new reservoirs constructed to meet seismic standards, and to implement ShakeAlert (earthquake early warning system) on the new reservoirs. The grant application was developed in conjunction with Washington State Emergency Management Division (WA-EMD) of the Washington State Military Department and the Federal Emergency Management Agency (FEMA) as a Hazard Mitigation project. The cost sharing is as follows: FEMA 75% (\$1,710,750), WA-EMD 12.5% (\$285,125), and Lake Whatcom Water and Sewer District 12.5% (\$285,125).

Staff presented the Board with an agreement providing for receipt of Phase 1 funding, which is administered through the Washington State Military Department (\$393,709.75 in federal funding with a District match of \$56,244.25). Hunter and the Board recognized Rich Munson's contribution to ensuring the District's receipt of this grant.

#### **Action Taken**

**Ford moved, McRoberts seconded, to authorize the general manager to execute the Hazard Mitigation Grant Agreement with the Washington State Military Department to enable receipt of federal funds supporting Phase I of the Division 7 Reservoir Replacement Project as presented. Motion passed.**

#### **General Manager's Report**

Clary updated the Board on several topics, including the District's continued response to the COVID-19 pandemic as well as the retirement of the District's Accounts Receivable Technician, upcoming discussion regarding commissioner redistricting following the 2020 census, and upcoming meetings and conferences. Discussion followed.

#### **Public Comment**

District constituents Brian & Maureen Sullivan inquired as to whether the Board had made any decisions at the previously held work session regarding the Eagleridge Booster Pump Station project. Commissioner Abele

provided information about the work session and noted the Sullivan's questions as written correspondence received by the Board would be responded to at an upcoming meeting.

With no further business, Abele adjourned the Regular Session 7:34 p.m.

\_\_\_\_\_  
Board President, Laura Abele


Attest: \_\_\_\_\_  
Recording Secretary, Rachael Hope

Minutes approved by motion at ☐ Regular ☐ Special Board Meeting on \_\_\_\_\_  
Date Minutes Approved



**AGENDA  
BILL  
Item 7.A**

**2020 Census Commissioner  
Redistricting Alternatives  
Presentation**

DATE SUBMITTED:	February 10, 2022	MEETING DATE:	February 23, 2022
TO: BOARD OF COMMISSIONERS	FROM: Justin Clary, General Manager		
GENERAL MANAGER APPROVAL			
ATTACHED DOCUMENTS	1. Commissioner Redistricting Existing Conditions and Preliminary Alternatives		
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 is a special purpose district authorized under Title 57 Revised Code of Washington (RCW). The District is governed by five (5) commissioners who set the policies and rates of the District. The District is divided into five distinct *commissioner districts*; each represented by a resident elected from that commissioner district to serve a six-year term of office.

Redistricting is the process of redrawing district boundaries to adjust for population changes that occurred in the last decade. Every 10 years (following receipt of the federal decennial census data), the District goes through the redistricting process to create commissioner districts that are relatively equal in population to ensure all residents of the District have access to fair representation. Per [RCW 29A.76.010\(3\)](#), the District is required to “prepare a plan for redistricting its internal or director districts” by November 15, 2022. A number of factors, including the COVID-19 pandemic, delayed the U.S. Census Bureau’s release of population data specific to the District (data was originally scheduled to be released in Spring 2021). 2020 Census data was received in Fall 2021 and FLO Analytics (FLO) has been contracted to assist the District in completing the redistricting process within the statutory deadlines and requirements.

FLO has collected and compiled all data required to perform the demographic analysis. This includes the 2020 TIGER/Line shapefiles for Census tract, block group and block geographies, the 2020 P.L. 94-171 Redistricting Data shapefiles, and the 2020 P.L. 171 Redistrict Data summary files. FLO has since developed two initial commissioner district boundary options for review by the District. This includes development of option maps that comply with state, local, and federal legal requirements. Each option map includes accompanying demographic tables and a brief narrative description of the scenario. These options will be presented to the Board during the February 23, 2022, meeting to gain commissioner input.

**FISCAL IMPACT**

Project cost is \$5,000.

**APPLICABLE EFFECTIVE UTILITY MANAGEMENT ATTRIBUTE(S)**

Stakeholder Understanding & Support

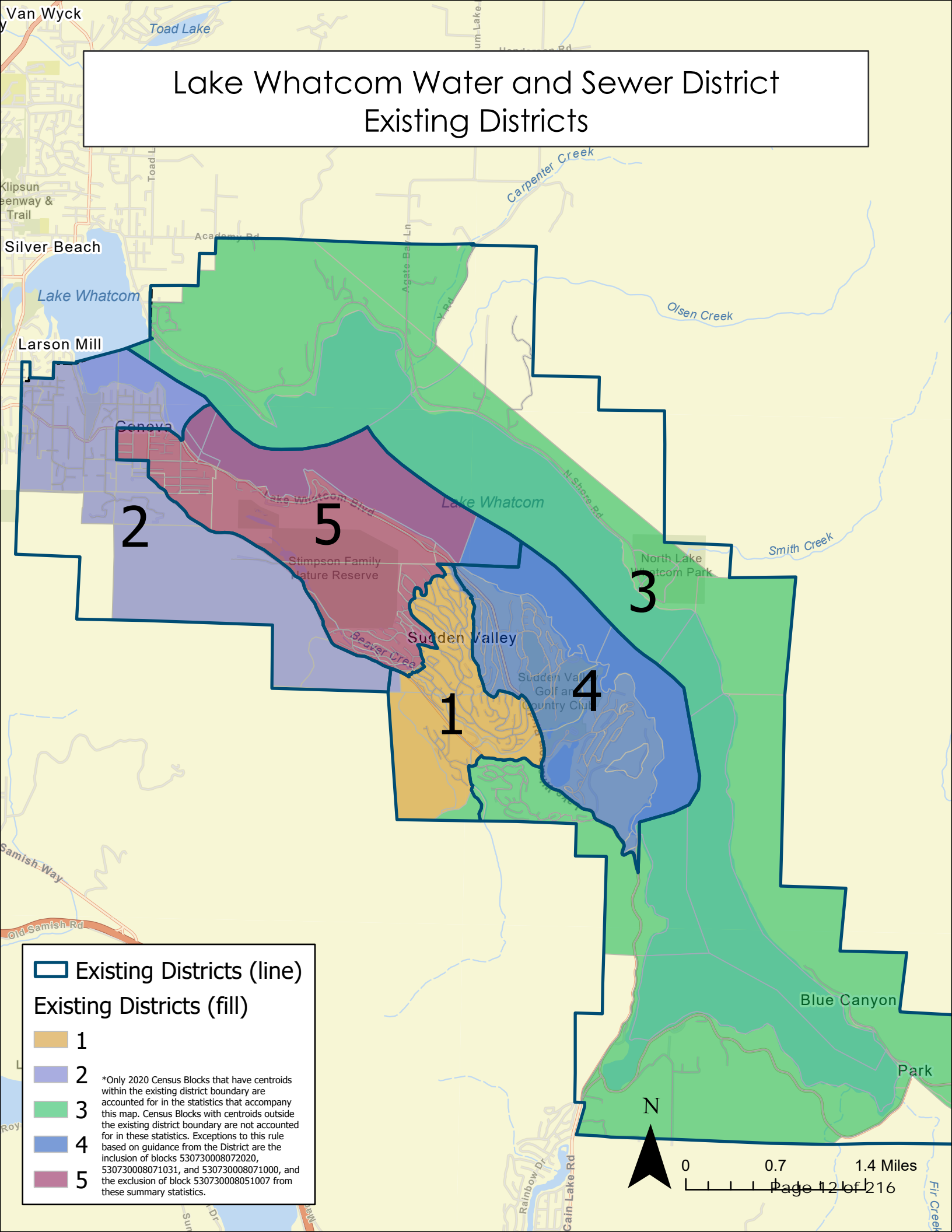
**RECOMMENDED BOARD ACTION**

No action is recommended at this time.

**PROPOSED MOTION**

None

# Lake Whatcom Water and Sewer District Existing Districts



Existing Districts (line)

Existing Districts (fill)

1

2

3

4

5

\*Only 2020 Census Blocks that have centroids within the existing district boundary are accounted for in the statistics that accompany this map. Census Blocks with centroids outside the existing district boundary are not accounted for in these statistics. Exceptions to this rule based on guidance from the District are the inclusion of blocks 530730008072020, 530730008071031, and 530730008071000, and the exclusion of block 530730008051007 from these summary statistics.

N

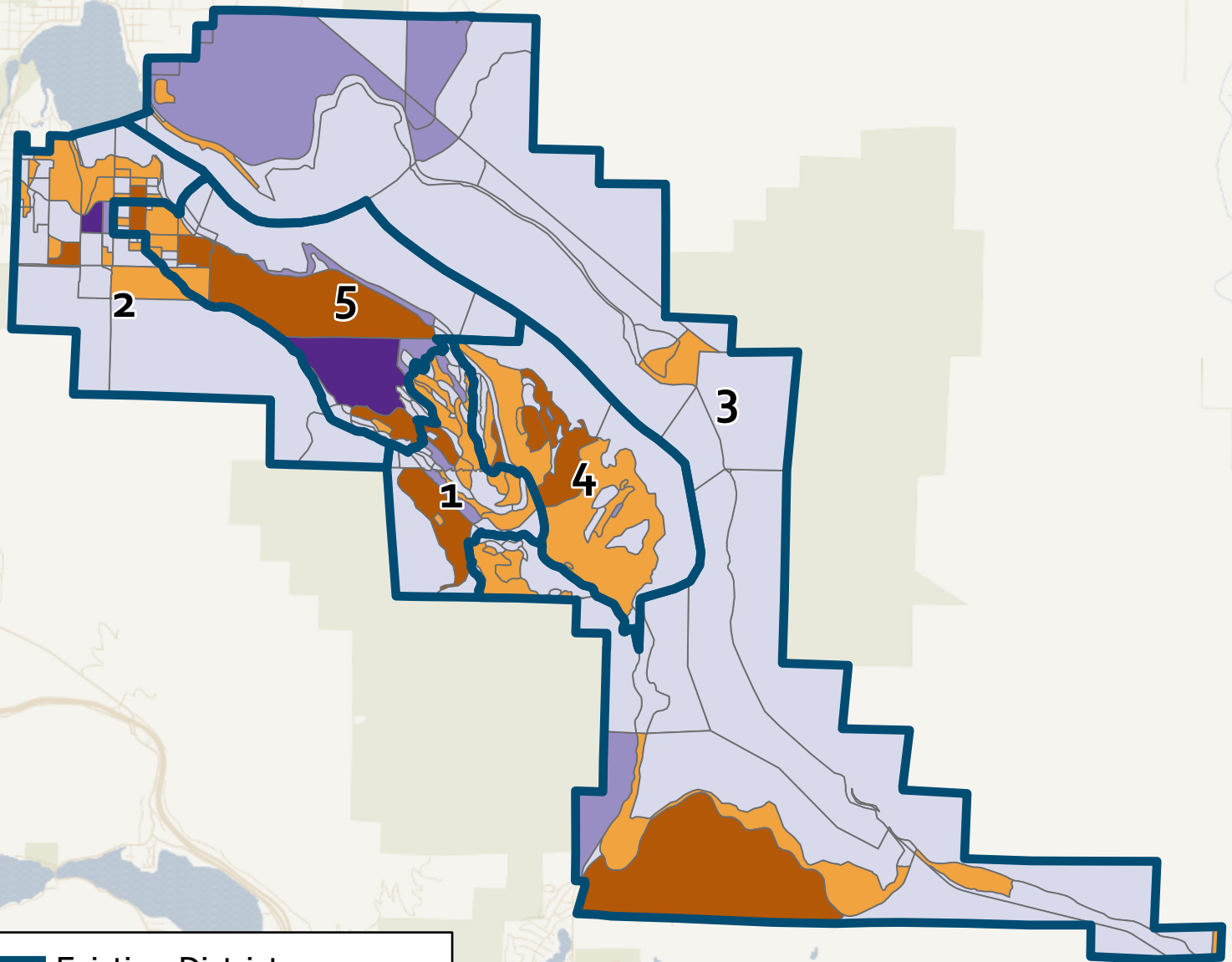
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0.7

1.4 Miles



# Lake Whatcom Water and Sewer District Population Change 2010-2020 per Census Block



Existing Districts

Population Change 2010-2020

<-20

0

0-20

20-40

>40



# Lake Whatcom Water and Sewer District Redistricting Summary Statistics



Existing Districts – District Summary Statistics  
02/04/2022

## Equal Population Criterion

Ideal Population	2,142
Overall Deviation	22.8%
<div> <div>&lt; 5.0%</div> <div>5.0 - 10.0%</div> <div>&gt; 10.0%</div> </div>	

2020 Census P.L. 94-171 Redistricting  
Data Summary Files - Total Population.

## Total Population & Deviation per District

District ID	Total Population	Over / Under Ideal	Deviation From Ideal
1	2,416	274	12.8%
2	1,927	-215	-10.0%
3	2,050	-92	-4.3%
4	2,185	43	2.0%
5	2,130	-12	-0.5%

## Total Population by Race/Ethnicity per District

District ID	White	Black or African American	American Indian or Alaska Native	Asian	Native Hawaiian and Pacific Islander	Some Other Race	Two or More Races	Hispanic/Latino
1	81.0%	1.2%	1.3%	2.2%	0.1%	0.4%	7.0%	6.7%
2	85.4%	0.5%	0.7%	2.8%	0.2%	0.4%	6.2%	3.8%
3	80.8%	0.2%	0.4%	3.6%	0.4%	0.6%	8.6%	5.3%
4	79.6%	0.9%	0.5%	3.4%	0.1%	0.5%	6.9%	8.0%
5	80.2%	1.3%	1.2%	2.8%	0.0%	0.3%	7.3%	6.8%

2020 Census P.L. 94-171 Redistricting Data Summary Files - Total Population by Race and Hispanic/Latino Origin.

## VAP by Race/Ethnicity per District

District	White	Black or African American	American Indian or Alaska Native	Asian	Native Hawaiian and Pacific Islander	Some Other Race	Two or More Races	Hispanic/Latino
1	83.0%	1.3%	1.3%	2.2%	0.1%	0.4%	5.9%	5.8%
2	86.6%	0.6%	0.6%	2.8%	0.3%	0.5%	5.5%	3.1%
3	85.0%	0.1%	0.4%	3.9%	0.5%	0.5%	4.9%	4.7%
4	82.6%	0.8%	0.4%	3.7%	0.2%	0.6%	5.6%	6.1%
5	82.4%	1.1%	1.1%	3.4%	0.0%	0.4%	6.7%	4.9%

2020 Census P.L. 94-171 Redistricting Data Summary Files - Voting-age Population (VAP) by Race and Hispanic/Latino Origin.

# Lake Whatcom Water and Sewer District Redistricting Summary Statistics

Existing Districts – District Summary Statistics

02/04/2022



## CVAP by Race/Ethnicity per District

District ID	White	Black or African American	American Indian or Alaska Native	Asian	Native Hawaiian and Pacific Islander	Two or More Races	Hispanic/Latino
1	87.3%	0.3%	0.4%	3.3%	0.1%	1.3%	7.3%
2	92.7%	0.1%	0.6%	0.4%	0.0%	4.3%	2.1%
3	87.5%	0.8%	3.0%	1.5%	0.3%	2.5%	4.1%
4	85.8%	1.6%	2.1%	1.8%	0.4%	2.5%	5.7%
5	84.8%	0.0%	0.3%	4.7%	1.2%	2.9%	6.1%

2015-2019 American Community Survey Citizen Voting-age Population (CVAP) by Race and Ethnicity Special Tabulation. Rounding of estimates may lead to summation of race/ethnicity percentages not equal to 100% (+/- 1%).

### Contiguity Criterion

Are all districts contiguous at more than a point or by bridge or by regular ferry service? **Yes**

### Compactness Criterion

Where it does not conflict with other mandatory criteria, districts are compact such that nearby areas of population are not bypassed for more distant areas of population: **Yes**

# Lake Whatcom Water and Sewer District Redistricting Summary Statistics

Existing Districts – District Summary Statistics

02/04/2022



## Preservation of Geographic Integrity Criteria (i.e., minimize division of cities, communities of interest, etc. based on geographic area)

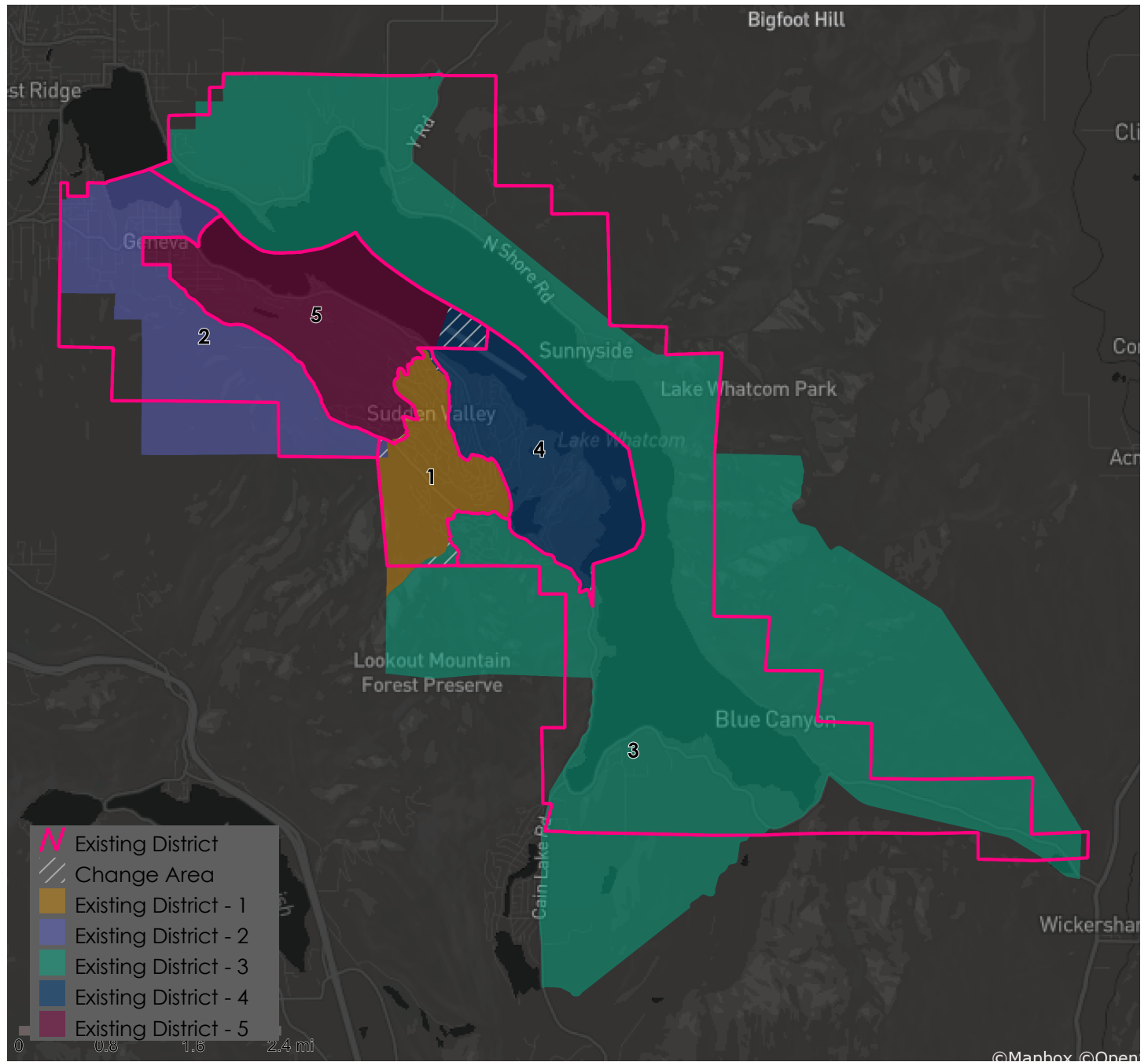
COI Category	Total # of COIs	# of COIs Preserved in Minimum Districts	% of COIs Preserved in Minimum Districts	COIs Not Preserved in Minimum # of Districts
Voting Precincts	13	8	62%	170, 173, 174, 175, 178

The category "COIs Not Preserved in Minimum # of Districts" includes any geographic entity that is divided, even minimally, by a district boundary.

# Lake Whatcom Water and Sewer District Redistricting Summary Statistics

## Existing Districts – District Summary Statistics

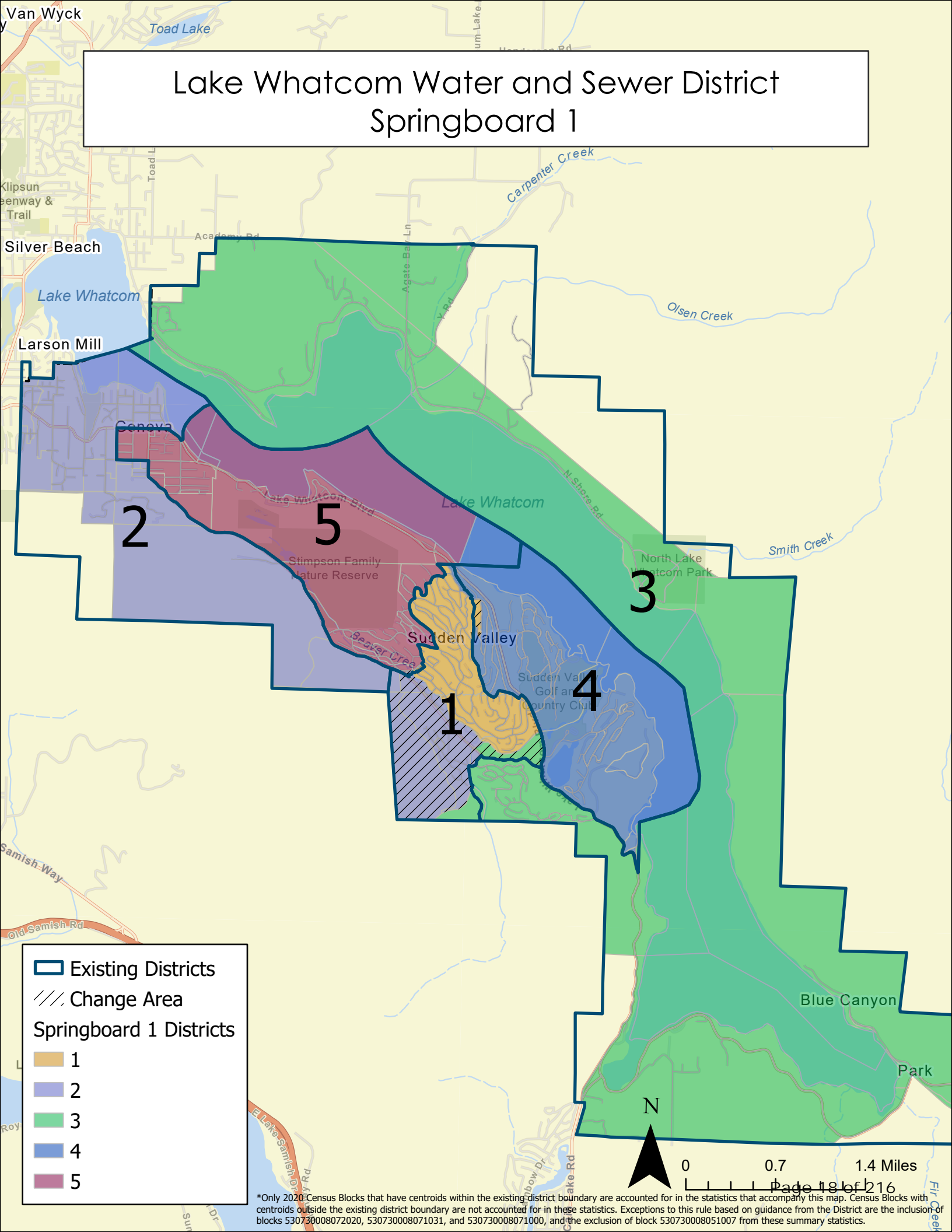
02/04/2022



## Metadata

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Scenario:	Districts_Scenario_0

# Lake Whatcom Water and Sewer District Springboard 1



Existing Districts

Change Area

Springboard 1 Districts

- 1
- 2
- 3
- 4
- 5

\*Only 2020 Census Blocks that have centroids within the existing district boundary are accounted for in the statistics that accompany this map. Census Blocks with centroids outside the existing district boundary are not accounted for in these statistics. Exceptions to this rule based on guidance from the District are the inclusion of blocks 530730008072020, 530730008071031, and 530730008071000, and the exclusion of block 530730008051007 from these summary statistics.

# Lake Whatcom Water and Sewer District Redistricting Summary Statistics



## Springboard 1 – District Summary Statistics

02/03/2022

\*Only 2020 Census Blocks that have centroids within the existing district boundary are displayed in the map and accounted for in these statistics. Census Blocks with centroids outside the existing district boundary are not accounted for in these statistics. Exceptions to this rule based on guidance from the District are the inclusion of blocks 530730008072020, 530730008071031, and 530730008071000, and the exclusion of block 530730008051007 from these summary statistics.

### Equal Population Criterion

Ideal Population	2,142
Overall Deviation	4.7%
<div> <div>&lt; 5.0%</div> <div>5.0 - 10.0%</div> <div>&gt; 10.0%</div> </div>	

2020 Census P.L. 94-171 Redistricting  
Data Summary Files - Total Population.

### Total Population & Deviation per District

District ID	Total Population	Over / Under Ideal	Deviation From Ideal
1	2,145	3	0.2%
2	2,190	48	2.3%
3	2,089	-53	-2.5%
4	2,154	12	0.6%
5	2,130	-12	-0.5%

### Total Population by Race/Ethnicity per District

District ID	White	Black or African American	American Indian or Alaska Native	Asian	Native Hawaiian and Pacific Islander	Some Other Race	Two or More Races	Hispanic/Latino
1	80.2%	1.4%	1.5%	2.4%	0.1%	0.4%	7.1%	6.9%
2	85.7%	0.5%	0.6%	2.6%	0.2%	0.4%	6.3%	3.8%
3	80.8%	0.2%	0.4%	3.5%	0.4%	0.6%	8.5%	5.5%
4	79.6%	0.9%	0.6%	3.5%	0.1%	0.5%	6.8%	8.0%
5	80.2%	1.3%	1.2%	2.8%	0.0%	0.3%	7.3%	6.8%

2020 Census P.L 94-171 Redistricting Data Summary Files - Total Population by Race and Hispanic/Latino Origin.

### VAP by Race/Ethnicity per District

District	White	Black or African American	American Indian or Alaska Native	Asian	Native Hawaiian and Pacific Islander	Some Other Race	Two or More Races	Hispanic/Latino
1	82.0%	1.5%	1.5%	2.3%	0.1%	0.4%	5.9%	6.3%
2	86.9%	0.5%	0.6%	2.7%	0.2%	0.4%	5.7%	3.0%
3	85.2%	0.1%	0.4%	3.8%	0.5%	0.5%	4.8%	4.7%
4	82.6%	0.8%	0.4%	3.8%	0.2%	0.6%	5.5%	6.2%
5	82.4%	1.1%	1.1%	3.4%	0.0%	0.4%	6.7%	4.9%

2020 Census P.L 94-171 Redistricting Data Summary Files - Voting-age Population (VAP) by Race and Hispanic/Latino Origin.

# Lake Whatcom Water and Sewer District Redistricting Summary Statistics

Springboard 1 – District Summary Statistics  
02/03/2022



## CVAP by Race/Ethnicity per District

District ID	White	Black or African American	American Indian or Alaska Native	Asian	Native Hawaiian and Pacific Islander	Two or More Races	Hispanic/Latino
1	87.2%	0.4%	0.5%	3.2%	0.1%	1.4%	7.3%
2	92.2%	0.1%	0.5%	0.7%	0.0%	3.9%	2.8%
3	87.5%	0.8%	3.0%	1.6%	0.3%	2.4%	4.2%
4	85.8%	1.6%	2.1%	1.8%	0.4%	2.5%	5.7%
5	84.8%	0.0%	0.3%	4.7%	1.2%	2.9%	6.1%

2015-2019 American Community Survey Citizen Voting-age Population (CVAP) by Race and Ethnicity Special Tabulation. Rounding of estimates may lead to summation of race/ethnicity percentages not equal to 100% (+/- 1%).

### Contiguity Criterion

Are all districts contiguous at more than a point or by bridge or by regular ferry service? **Yes**

### Compactness Criterion

Where it does not conflict with other mandatory criteria, districts are compact such that nearby areas of population are not bypassed for more distant areas of population: **Yes**



# Lake Whatcom Water and Sewer District Redistricting Summary Statistics

Springboard 1 – District Summary Statistics  
02/03/2022



## Preservation of Geographic Integrity Criteria (i.e., minimize division of cities, communities of interest, etc. based on geographic area)

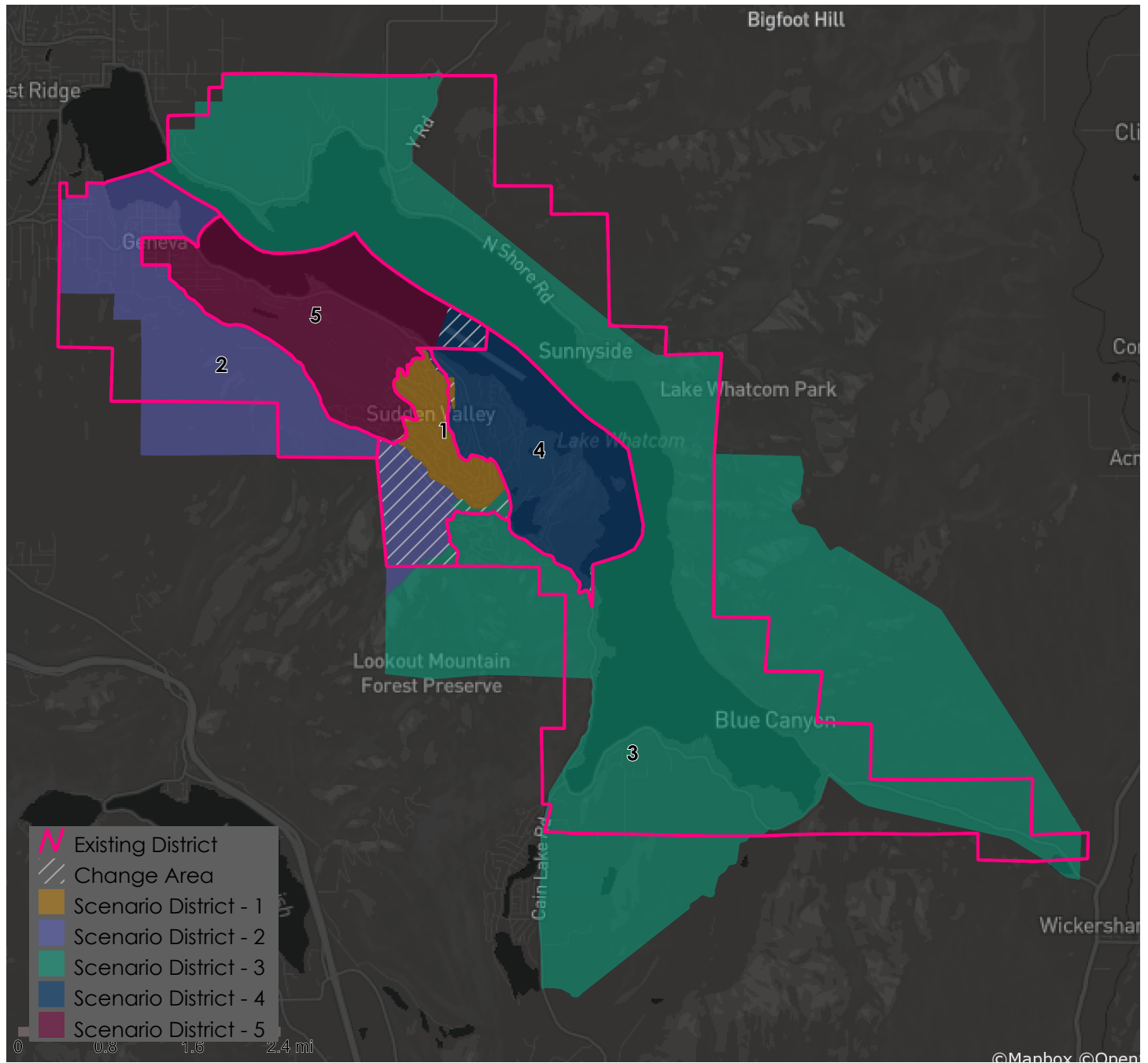
COI Category	Total # of COIs	# of COIs Preserved in Minimum Districts	% of COIs Preserved in Minimum Districts	COIs Not Preserved in Minimum # of Districts
Voting Precincts	13	8	62%	170, 173, 174, 175, 178

The category "COIs Not Preserved in Minimum # of Districts" includes any geographic entity that is divided, even minimally, by a district boundary.

# Lake Whatcom Water and Sewer District Redistricting Summary Statistics

## Springboard 1 – District Summary Statistics

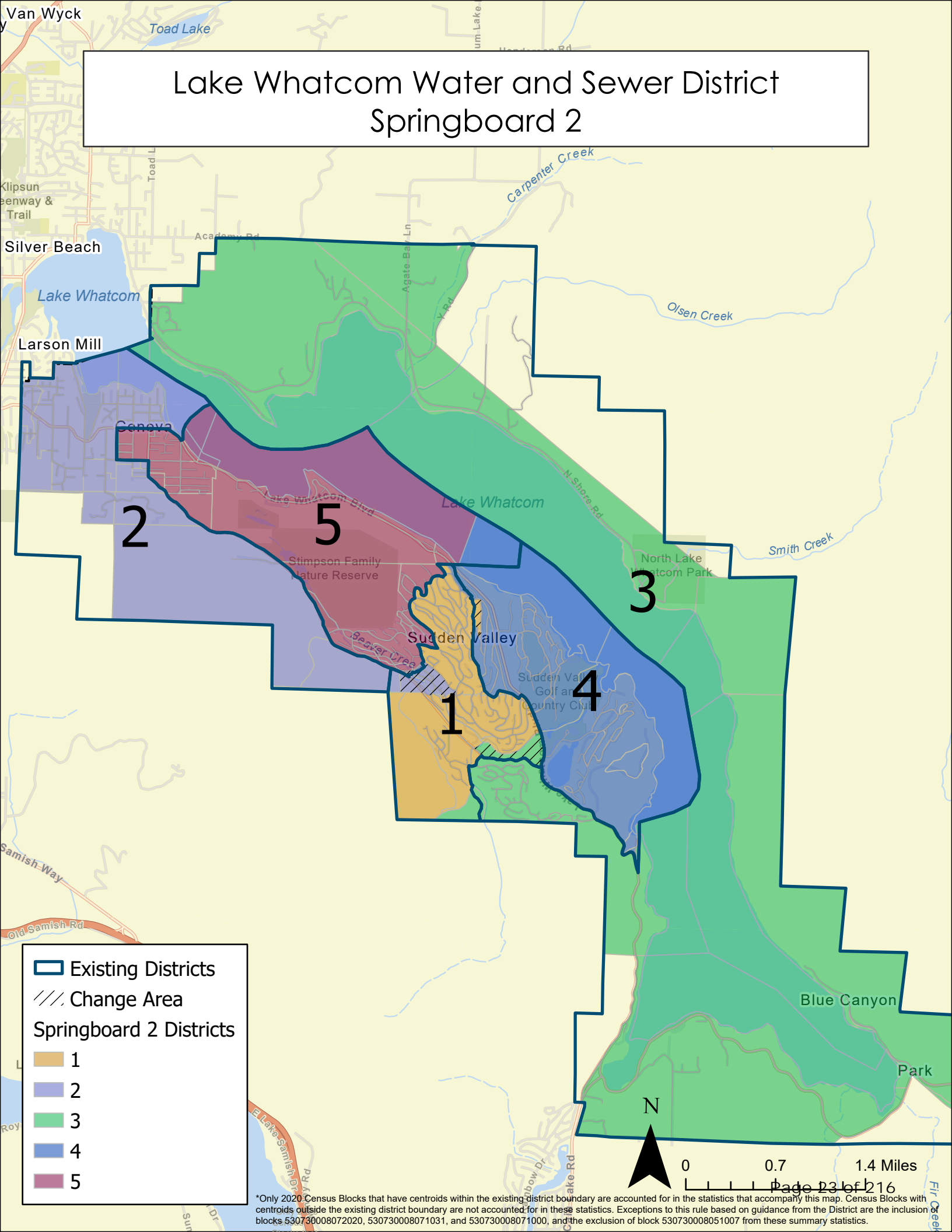
02/03/2022



## Metadata

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Feature Class:	File: gdb:C:\Projects\LWWSO_projects\Data\Redist.gdb\Blocks_2020_02
Scenario:	SB1

# Lake Whatcom Water and Sewer District Springboard 2



Existing Districts

Change Area

Springboard 2 Districts

- 1
- 2
- 3
- 4
- 5

N

0 0.7 1.4 Miles

Page 23 of 216

\*Only 2020 Census Blocks that have centroids within the existing district boundary are accounted for in the statistics that accompany this map. Census Blocks with centroids outside the existing district boundary are not accounted for in these statistics. Exceptions to this rule based on guidance from the District are the inclusion of blocks 530730008072020, 530730008071031, and 530730008071000, and the exclusion of block 530730008051007 from these summary statistics.

# Lake Whatcom Water and Sewer District Redistricting Summary Statistics



## Springboard 2 – District Summary Statistics

02/03/2022 \*Only 2020 Census Blocks that have centroids within the existing district boundary are displayed in the map and accounted for in these statistics. Census Blocks with centroids outside the existing district boundary are not accounted for in these statistics. Exceptions to this rule based on guidance from the District are the inclusion of blocks 530730008072020, 530730008071031, and 530730008071000, and the exclusion of block 530730008051007 from these summary statistics.

### Equal Population Criterion

Ideal Population	2,142
Overall Deviation	4.2%
<div> <div>&lt; 5.0%</div> <div>5.0 - 10.0%</div> <div>&gt; 10.0%</div> </div>	

2020 Census P.L. 94-171 Redistricting  
Data Summary Files - Total Population.

### Total Population & Deviation per District

District ID	Total Population	Over / Under Ideal	Deviation From Ideal
1	2,155	13	0.6%
2	2,180	38	1.8%
3	2,089	-53	-2.5%
4	2,154	12	0.6%
5	2,130	-12	-0.5%

### Total Population by Race/Ethnicity per District

District ID	White	Black or African American	American Indian or Alaska Native	Asian	Native Hawaiian and Pacific Islander	Some Other Race	Two or More Races	Hispanic/Latino
1	81.8%	1.1%	1.2%	2.5%	0.1%	0.3%	6.4%	6.5%
2	84.1%	0.7%	0.9%	2.5%	0.2%	0.5%	7.0%	4.2%
3	80.8%	0.2%	0.4%	3.5%	0.4%	0.6%	8.5%	5.5%
4	79.6%	0.9%	0.6%	3.5%	0.1%	0.5%	6.8%	8.0%
5	80.2%	1.3%	1.2%	2.8%	0.0%	0.3%	7.3%	6.8%

2020 Census P.L 94-171 Redistricting Data Summary Files - Total Population by Race and Hispanic/Latino Origin.

### VAP by Race/Ethnicity per District

District	White	Black or African American	American Indian or Alaska Native	Asian	Native Hawaiian and Pacific Islander	Some Other Race	Two or More Races	Hispanic/Latino
1	83.6%	1.1%	1.3%	2.4%	0.1%	0.4%	5.3%	5.8%
2	85.4%	0.8%	0.8%	2.6%	0.2%	0.5%	6.3%	3.4%
3	85.2%	0.1%	0.4%	3.8%	0.5%	0.5%	4.8%	4.7%
4	82.6%	0.8%	0.4%	3.8%	0.2%	0.6%	5.5%	6.2%
5	82.4%	1.1%	1.1%	3.4%	0.0%	0.4%	6.7%	4.9%

2020 Census P.L 94-171 Redistricting Data Summary Files - Voting-age Population (VAP) by Race and Hispanic/Latino Origin.

# Lake Whatcom Water and Sewer District Redistricting Summary Statistics

Springboard 2 – District Summary Statistics  
02/03/2022



## CVAP by Race/Ethnicity per District

District ID	White	Black or African American	American Indian or Alaska Native	Asian	Native Hawaiian and Pacific Islander	Two or More Races	Hispanic/Latino
1	87.2%	0.4%	0.5%	3.2%	0.1%	1.4%	7.3%
2	92.3%	0.1%	0.5%	0.6%	0.0%	4.0%	2.6%
3	87.5%	0.8%	3.0%	1.6%	0.3%	2.4%	4.2%
4	85.8%	1.6%	2.1%	1.8%	0.4%	2.5%	5.7%
5	84.8%	0.0%	0.3%	4.7%	1.2%	2.9%	6.1%

2015-2019 American Community Survey Citizen Voting-age Population (CVAP) by Race and Ethnicity Special Tabulation. Rounding of estimates may lead to summation of race/ethnicity percentages not equal to 100% (+/- 1%).

### Contiguity Criterion

Are all districts contiguous at more than a point or by bridge or by regular ferry service? **Yes**

### Compactness Criterion

Where it does not conflict with other mandatory criteria, districts are compact such that nearby areas of population are not bypassed for more distant areas of population: **Yes**

# Lake Whatcom Water and Sewer District Redistricting Summary Statistics

Springboard 2 – District Summary Statistics

02/03/2022



## Preservation of Geographic Integrity Criteria (i.e., minimize division of cities, communities of interest, etc. based on geographic area)

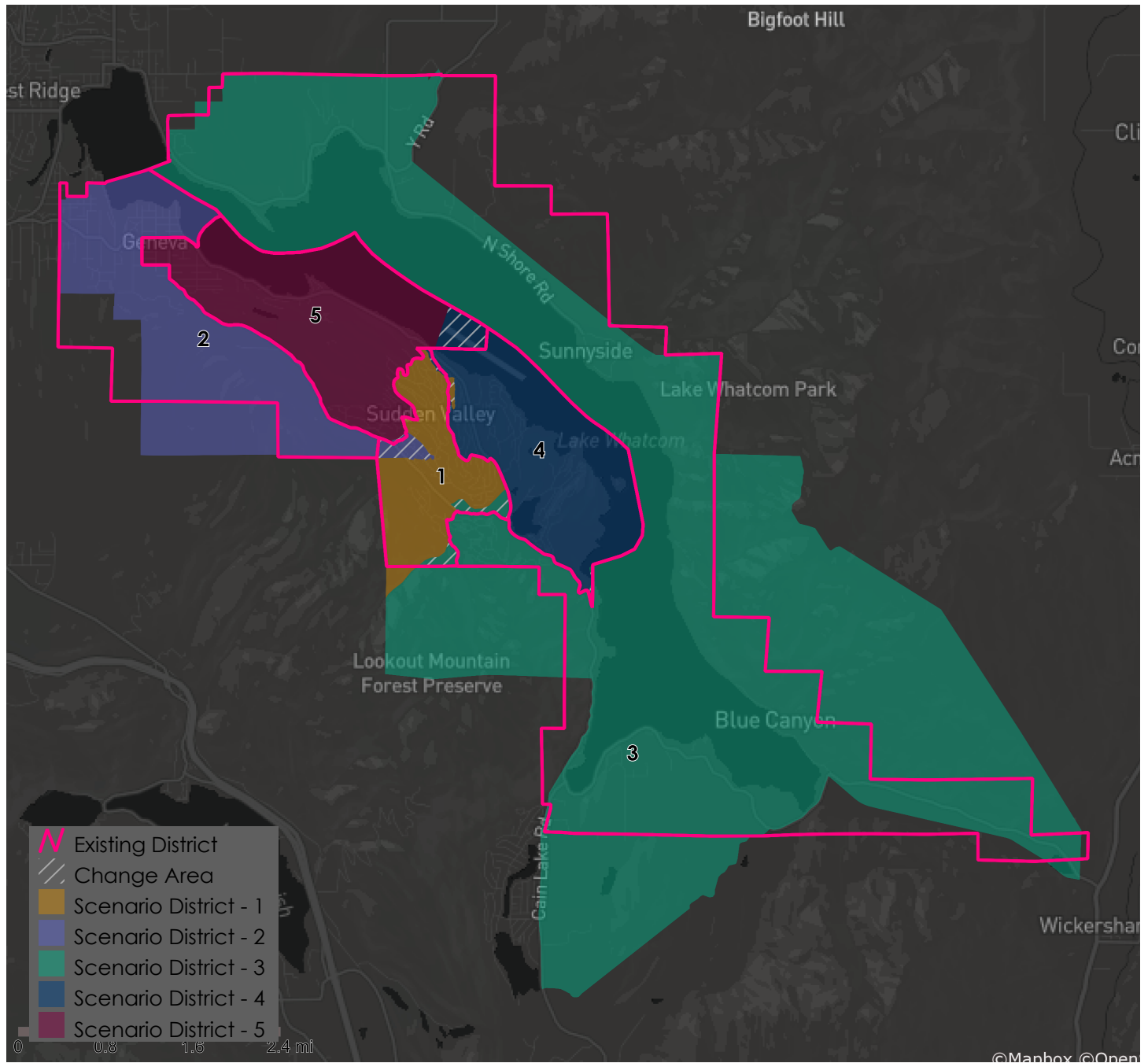
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Voting Precincts	13	8	62%	170, 173, 174, 175, 178

The category "COIs Not Preserved in Minimum # of Districts" includes any geographic entity that is divided, even minimally, by a district boundary.

# Lake Whatcom Water and Sewer District Redistricting Summary Statistics

## Springboard 2 – District Summary Statistics

02/03/2022




## Metadata

Run Date/Time:	2022-02-03 22:23:56
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Scenario:	SB2



**AGENDA  
BILL  
Item 7.B**

**Resolution No. 881  
District Design & Construction  
Standards Update**

DATE SUBMITTED:	February 16, 2022	MEETING DATE:	February 23, 2022
TO: BOARD OF COMMISSIONERS	FROM: Bill Hunter, Assist. GM/District Engineer		
GENERAL MANAGER APPROVAL			
ATTACHED DOCUMENTS	1. Resolution 881—District Design & Construction Standards Update 2. Proposed Design & Construction Standards with Track Changes and Markups		
TYPE OF ACTION REQUESTED	RESOLUTION <input checked="checked" type="checkbox"/>	FORMAL ACTION/ MOTION <input type="checkbox"/>	INFORMATIONAL /OTHER <input type="checkbox"/>

**BACKGROUND / EXPLANATION OF IMPACT**

The District participates in many private and public projects that range from simple single family residence water/sewer connections to large complex public works projects such as pump stations, pipelines, and reservoirs. The District's Design and Construction Standards are applied to all projects in the District. Standardization of design, materials, parts, and construction benefits the District and its customers by increasing efficiency of operations, maintenance, and asset life spans.

The District's Design and Construction Standards have been periodically refined and updated. Updates occur to comply with state agency standards and construction methods, as well as to define configuration, layout, and installation requirements set by the District.

The proposed 2022 edition includes minor changes and updates since the last edition that was adopted by the board on March 25, 2020. Staff presents the 2022 edition of the District's Design and Construction Standards for consideration of adoption by the Board of Commissioners.

**FISCAL IMPACT**

None.

**APPLICABLE EFFECTIVE UTILITY MANAGEMENT ATTRIBUTE(S)**

Product Quality

**RECOMMENDED BOARD ACTION**

Staff recommends the Board adopt Resolution No. 881.

**PROPOSED MOTION**



A recommended motion is:

“I move to adopt Resolution No. 881 as presented.”

**LAKE WHATCOM WATER AND SEWER DISTRICT  
RESOLUTION NO. 881**

A Resolution of the Board of Commissioners  
Updating the Lake Whatcom Water and Sewer District Design & Construction Standards

**WHEREAS**, the Lake Whatcom Water and Sewer District ("District") is a special purpose district authorized under Title 57 Revised Code of Washington; and

**WHEREAS**, the District owns and operates water treatment, storage, and distribution systems located within its service boundaries; and

**WHEREAS**, the District owns and operates a sewer collection and conveyance system located within its service boundaries; and

**WHEREAS**, the District Board of Commissioners wishes to require that any repairs to or construction of current or future District-owned infrastructure are completed in accordance with current industry standards to ensure the maximum life of its infrastructure; and

**WHEREAS**, design and construction standards of the District are defined in the Lake Whatcom Water and Sewer District Design & Construction Standards, which were most recently updated via adoption of Resolution No. 864 during a regularly scheduled meeting of the Board of Commissioners on March 25, 2020; and

**WHEREAS**, the District wishes to adopt an update to its design and construction standards; and

**WHEREAS**, the District Board of Commissioners finds that it is in the public interest and will benefit the public safety, health, and welfare to have updated design and construction standards; and

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

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

**Section 1.** Lake Whatcom Water and Sewer District Resolution No. 864, including the revision of the Lake Whatcom Water and Sewer District Design and Construction Standards dated March 25, 2020, are hereby repealed in their entirety, and the revision of the Lake Whatcom Water and Sewer District Design and Construction Standards dated February 23, 2022 is hereby adopted and shall be deemed the District's technical standards for all facets of its water and sewer infrastructure within existing and future service boundaries of the Lake Whatcom Water and Sewer District, Whatcom County, Washington. The updated design and construction standards are attached as Exhibit "A."

**Section 2.** Any resolutions or parts of resolutions in conflict herewith are hereby repealed insofar as they conflict with the provisions of this Resolution.

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

**Section 4.** This Resolution shall be effective immediately.

**ADOPTED** by the Board of Commissioners of Lake Whatcom Water and Sewer District, Whatcom County, Washington, at a regular meeting thereof, on the 23<sup>rd</sup> day of February, 2022.

\_\_\_\_\_  
Laura Abele, President, Board of Commissioners

ATTEST:

\_\_\_\_\_  
Rachael Hope, Recording Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
Robert Carmichael, District Legal Counsel

**EXHIBIT "A"**  
**LAKE WHATCOM WATER AND SEWER DISTRICT**  
**DESIGN & CONSTRUCTION STANDARDS**  
**FEBRUARY 23, 2022**

DRAFT



# DESIGN & CONSTRUCTION STANDARDS

February 23, 2022~~March 25, 2020~~

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

(360) 734-9224

Available on the web at <http://www.lwwsd.org>

## TABLE OF CONTENTS

<b>CHAPTER 1</b>	<b>DRAWING STANDARDS .....</b>	<b>1-1</b>
1.1	Construction Drawings .....	1-1
1.2	Record Drawings .....	1-2
<b>CHAPTER 2</b>	<b>DESIGN STANDARDS .....</b>	<b>2-1</b>
2.1	Water Projects .....	2-1
2.2	Sewer Projects .....	2-3
2.3	Electrical, Telecommunication and Automatic Control .....	2-6
<b>CHAPTER 3</b>	<b>CONSTRUCTION STANDARDS—GENERAL .....</b>	<b>3-1</b>
3.1	Construction Plan Notes .....	3-1
3.2	Inspection Requirements .....	3-1
3.3	Surveying and Staking .....	3-2
3.4	Excavation Safety .....	3-2
<b>CHAPTER 4</b>	<b>CONSTRUCTION STANDARDS—WATER PROJECTS AND WATER SERVICES 4-1</b>	
4.1	General Requirements .....	4-1
<b>CHAPTER 5</b>	<b>CONSTRUCTION STANDARDS—SEWER PROJECTS AND SEWER SERVICES 5-1</b>	
5.1	General Requirements .....	5-1
5.2	Side Sewer Services into Gravity Mains .....	5-2
5.3	Pressure Side Sewer Services into Force Mains .....	5-4
5.4	Sewer System Appurtenances .....	5-5
<b>CHAPTER 6</b>	<b>CONSTRUCTION STANDARDS—DETAILS .....</b>	<b>6-1</b>
<b>CHAPTER 1</b>	<b>DRAWING STANDARDS .....</b>	<b>1-1</b>
1.1	Construction Drawings .....	1-1
1.2	Record Drawings .....	1-2
<b>CHAPTER 2</b>	<b>DESIGN STANDARDS .....</b>	<b>2-1</b>
2.1	Water Projects .....	2-1
2.2	Sewer Projects .....	2-2
2.3	Electrical, Telecommunication and Automatic Control .....	2-5
<b>CHAPTER 3</b>	<b>CONSTRUCTION STANDARDS—GENERAL .....</b>	<b>3-1</b>
3.1	Construction Plan Notes .....	3-1
3.2	Inspection Requirements .....	3-1

3.3—Excavation Safety .....	3-2
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<b>CHAPTER 4—CONSTRUCTION STANDARDS—WATER PROJECTS AND WATER SERVICES .....</b>	<b>4-1</b>
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4.1—General Requirements .....	4-1
--------------------------------	-----

<b>CHAPTER 5—CONSTRUCTION STANDARDS—SEWER PROJECTS AND SEWER SERVICES .....</b>	<b>5-1</b>
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5.1—General Requirements .....	5-1
--------------------------------	-----

5.2—Side Sewer Services into Gravity Mains .....	5-2
--	-----

5.3—Pressure Side Sewer Services into Force Mains .....	5-3
---	-----

5.4—Sewer System Appurtenances .....	5-5
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<b>CHAPTER 6—CONSTRUCTION STANDARDS—DETAILS .....</b>	<b>6-1</b>
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# CHAPTER 1      DRAWING STANDARDS

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## 1.1 Construction Drawings

### 1.1.1 Format and Content

Construction drawings for proposed public water and/or sewer facilities shall be prepared in accordance with the following drawing standards and under the direction of a currently-licensed Washington State professional engineer (the Engineer of Record).

#### Format

- Drawings submitted for review: 50% reduced scale 11-inch x 17-inch sheets
- Final drawings submitted for approval: full scale 24-inch x 36-inch sheets
- Minimum text size 0.08-inch when plotted at full-scale size

#### Basic Drawing Elements

- North Arrow
- Scale Bar
- Legend (clearly differentiate between existing and proposed features)
- Vicinity Map
- Overall Project Map
- Vertical Datum and Project Benchmark Information  
All projects must be on NAVD88.
- Horizontal Survey Reference Point Information  
All projects must be based on NAD83 (1998) City of Bellingham monument-derived coordinates. Show bearing and distance information between survey reference points.
- Lake Whatcom Water and Sewer District General Notes. General Notes (all Projects) and Water System Notes, Sewer System Notes and/or Electrical, Telecommunication and Automatic Control Notes as appropriate.
- Lake Whatcom Water and Sewer District Standard Details as applicable for type of improvements

#### Scale for Plan and Profile Drawings

- 1-inch = 20-feet horizontal in areas with existing utilities or improvements
- 1-inch = 50-feet horizontal in areas with little or no existing utilities or improvements
- 1-inch = 2-, 5-, or 10-feet for vertical as appropriate

#### Topographic and Survey Information

- Right-of-Way (ROW)
- Easements (with Whatcom County Auditor parcel numbers)
- Contour intervals of 1 or 2 feet as appropriate for site and design
- Existing features and improvements such as pavement, concrete, gravel, sidewalks, curbs, utility poles, transformers, telephone pedestals, overhead and underground utilities.



## Plans

- Proposed improvements clearly shown and noted
- Design alignment and stake out information (stationing, bearings, distances, and offsets)
- For water mains, lineal footage from water main fitting to fitting
- For sewer mains, lineal footage between exterior faces of manhole structures
- Pipe size and material type called out on each segment

## Profiles

- All utility crossings with clearances noted
- Distances from centerline of manhole to manhole
- Distances from exterior face of manhole structure to manhole structure
- Calculated slope between exterior face of manhole structure to manhole structure (actual pipe slope)
- Rim and invert elevations for existing and proposed manhole structures
- Trench dams shown

### **1.1.2 Plan Review Sets**

Submit to the Lake Whatcom Water and Sewer District (District) two (2) sets of 50% reduced-scale 11-inch x 17-inch drawings. If there are review comments, the District will return one redlined original set. For subsequent re-submittals, submit two (2) sets of 50% reduced-scale drawings.

### **1.1.3 Final Approval Sets**

Once all District review comments have been addressed, the District will request three (3) full-scale sets to stamp “Approved for Construction.” The District will retain two (2) sets and return one (1) approved set.

## **1.2 Record Drawings**

### **1.2.1 Content**

Record drawings shall include the exact, as-built, location of all water and sewer mains and services and the approximate location of all other underground and above ground utilities, and shall include information defined below.

#### Basic Information

- Each drawing shall include “Record Drawing” boldly noted on each sheet.
- Line-out design text that has changed and note record information.
- Circle plan design elements that changed and show record information.

#### Water Mains and Services

- Location of all vertical and horizontal bends in the water system. Stationing shall be along the length of the extension.
- Location of all water valves, hydrants, hydrant valves, and blow-offs with distance along centerline and distance from the centerline.
- Location of all utilities within easements. This includes distances to the utilities from the easement lines.

- Stationing of service taps on the main. Stationing shall be cumulative along the length of the extension.
- Distance from main to meter.
- Distance from tap to a point opposite (at 90 degrees) the meter along main, and station this point.
- Distance from this point on the main to the meter (distance at 90 degrees).
- Depth of all services.

#### Sewer Mains and Service Laterals

- Location of all sanitary sewer manhole structures, inverts, valves and cleanouts on the sewer main.
- Location of all vertical and horizontal bends in the force main system.
- Location of all service lateral saddles on the sewer main from the back-station manhole.
- Stationing of all sewer wyes into the main, located from the back station manhole.
- Length of service lateral/side sewer stub in lineal feet, and diameter of pipe.
- Distance along mainline from service lateral wye to where end equals 90 degrees from mainline.
- Distance from this point on the main to the end of stub (distance at 90 degrees).
- Depth of services at end of stub.
- Location of cleanouts on the sewer stub.

### **1.2.2 Construction Record Keeping**

All District projects must have full time inspection. A District Inspector will document and maintain construction as-built information. It is the contractor's responsibility to ensure that the Inspector has all as-built information and measurements recorded prior to backfill of facilities. Contractor shall maintain a hard copy of project plans, with revisions accurately shown as constructed, on site throughout construction, and shall submit to the Engineer of Record at completion of the project.

### **1.2.3 Preparation**

A copy of the District Inspector's notes and sketches will be given to the Engineer of Record for preparing the record drawings. For developer-constructed facilities, the developer's engineer shall prepare and stamp (current Washington State professional civil engineers license) the record drawings. For District-constructed facilities, the District's consulting engineer shall prepare and stamp the record drawings.

### **1.2.4 Review and Submittal Format**

Submit one 50% reduced-scale 11-inch x 17-inch set to the District for review. Upon acceptance, the District will request final record drawings. Final record drawings shall include one full-scale set on Mylar, one full-scale set on paper, AutoCAD (.dwg) files, an electronic Adobe Acrobat (.pdf) file and Group 4 TIFF file.

### **1.2.5 Condition of Final Acceptance**

Final record drawings must be received and accepted by the District before final acceptance of the project by the District Board of Commissioners.

## **CHAPTER 2      DESIGN STANDARDS**

---

### **2.1    Water Projects**

#### **2.1.1    Minimum Design Requirements**

Minimum design criteria, unless the District criteria are more stringent, shall be in accordance with the current edition of the "Water System Design Manual" published by the Washington State Department of Health (DOH) and Washington Administrative Code Chapter 246-290, Group A 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 not permitted unless allowed under conditions identified in the DOH Water System Design Manual. Blow-offs or fire hydrants shall be installed at low points and dead-ends in the distribution system.

#### **2.1.3    Pipeline Velocity**

The maximum velocity for water mains shall be 8 feet per second for all conditions. All mains, branches and dead ends shall be equipped with blowoffs and/or hydrants of adequate size and number to develop a flushing velocity in the main of at least 2.5 feet per second. The Engineer of Record shall consider minimum velocities in pipe sizing to avoid water quality concerns.

#### **2.1.4    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 Water System Comprehensive Plan. Minimum pipe size shall be as identified by the District's Water System Comprehensive Plan. A latecomer's agreement may be created if the sizing is in excess of that required to serve the proposed development or that required by an associated utility local improvement district (ULID).

#### **2.1.5    Minimum Allowable Pressure**

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

#### **2.1.6    Increases in Flow Requirements**

When any new development increases the flow requirements, the developer shall be responsible for completion of all upgrades the existing water system to maintain system compliance with the above standards.

#### **2.1.7    Providing for Future Extensions**

Upon development, utilities shall be extended and/or replaced past or through their property to allow for future extension, expansion and continuation of the District's distribution system or for conformance with the District's Water System Comprehensive Plan.

### **2.1.8 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.

### **2.1.9 Valves**

Valves shall be installed along the water main at intervals not to exceed 500 feet per National Fire Protection Association Standard 1142, Standard on Water Supplies for Suburban and Rural Fire Fighting, Annex G.7, Municipal-Type Water System. 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).

### **2.1.10 Fire Hydrants**

Fire hydrants shall be installed at a minimum of every 600 feet of water main.

### **2.1.11 Sampling Stations**

A minimum of one sample station per zone is required for each new pressure zone. The District, at its sole discretion, may require sample stations for new developments in existing pressure zones.

### **2.1.12 Separation from Sanitary Sewer Lines**

Minimum separation of water lines and sanitary sewer lines shall be ten (10) feet horizontally for parallel pipe, and eighteen (18) inches vertically with the water line 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.

### **2.1.13 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.

### **2.1.14 Water Booster Stations**

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

### **2.1.15 Retaining Walls**

Retaining walls of any height over public water mains or public water service lines within utility easements or public right-of-way shall be avoided whenever reasonably possible. The intent is to maintain perpetual District access to the pipelines for inspection, maintenance, repair, renewal, or replacement without the need for special equipment or deconstruction/reconstruction of the wall. Proposed walls constructed over publicly owned pipelines shall be designed to accommodate the intent described above and be approved by the District Engineer and/or General Manager. The District may require the design to be prepared by a Washington State Licensed Professional Engineer.

Retaining walls on private property over private water services line shall meet building permit requirements as detailed in the most current edition of Whatcom County Code, Chapter 15.04, Building Codes and the following minimum requirements:

1. Private water services lines crossing under or through a retaining wall are installed in a ductile iron or steel pipe casing at least 4-inches larger in diameter than that of the internal service line. The casing pipe shall extend on either side of the wall a distance equal to the depth of the pipe at the wall penetration, plus 4-feet. End seals shall be provided at each end of the casing that permanently block groundwater and soil from entering the annular space between the internal service line and casing.
2. Retaining wall drainage shall not connect to the public sanitary sewer system.
3. Prior to construction, submit plans to the District that include plan, elevation, and cross sectional views of the wall which identify the proposed location of private water service line, casing, and clearances.
4. For walls that are required to be engineered by Whatcom County (or other agency), submit to the District a copy of plans and calculations prepared by a Washington State Licensed Professional Engineer that document wall design and that specify the casing pipe material and alignment needed to resist wall loads.

## **2.2 Sewer Projects**

### **2.2.1 Minimum Design Requirements**

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

### **2.2.2 Minimum Pipe Size**

Minimum pipe size for sewer gravity mains is eight (8) inches in diameter 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 diameter sewer lines. The minimum size for sewer laterals/side sewers shall be six (6) inches in diameter from the sewer main to the property line. Minimum size pipe for District force mains shall be four (4) inches in diameter unless determined by the Engineer of Record, and approved by the District Engineer, that a smaller diameter must be used.

### **2.2.3 Providing for Future Extensions**

Upon development, utilities shall be extended and/or replaced past or through their property to allow for future extension, expansion and continuation of the District's collection system or for conformance with District's Comprehensive Sewer Plan.

### **2.2.4 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.

### **2.2.5 Separation from Water Lines**

Minimum separation of water lines and sanitary sewer lines shall be ten (10) feet horizontally for parallel pipe, and eighteen (18) inches vertically with the water line 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.

### **2.2.6 Manholes**

Manholes shall be installed in accordance with the District's Standard Details and Section C1-1.6, Manholes Design and Construction, of the current edition of the "Criteria for Sewage Works Design" published by the Washington State Department of Ecology. Manholes shall be placed at each grade and direction change. Distances between manholes shall not exceed 350 feet. Manholes shall be a minimum of five (5) feet deep to the invert of the pipe. Manholes shall be installed at the end of each line of 8-inch diameter or greater. Cleanouts shall only be used on 6-inch diameter or smaller lines, and shall be located not more than 150 feet from a manhole.

### **2.2.7 Manhole Drop Connections**

An outside drop connection shall be provided for a sewer line entering a manhole at an elevation of 24 inches or more above the manhole invert. Inside drops may be used only at the discretion of the District and only on existing manholes.

### **2.2.8 Corrosion Resistant Manholes**

Corrosion resistant manholes shall be constructed at force main terminations, as well as two manholes downstream and one manhole upstream of force main terminations. Corrosion resistant manholes shall also be constructed in areas with steep slopes downstream of any force main discharges, where directed by the District Engineer. All coatings shall be applied in accordance with manufacturer's instructions.

Base sections, risers, eccentric reducers, and flat slab tops of new manholes shall be shop-coated. A minimum of two coats of System A Epoxy shall be field-applied to the invert, the finished grade rings, any metallic pipe extending into the manhole, and any damaged shop-coated sections. All grout and cement mortar shall be allowed to cure a minimum of 28 days prior to applying the coating system. Surfaces shall be prepared and epoxy applied in accordance with the coating manufacturer's instructions. Coatings shall be pinhole free with a minimum dry film thickness of 60 mils. The required temperature and humidity shall be maintained for the duration of the curing period.

Existing manholes to be coated:

1. Water blast or sand blast (per manufacturer's recommendations) existing manhole surfaces to be coated. Remove all grease, laitance, and deleterious materials from the concrete surfaces. Seal off the flow line, as required, to maintain flows while keeping debris out of the sewer. Dry the manhole surfaces to meet manufacturer's requirements. Apply coating in accordance with the coating manufacturer's requirements.
2. If, in the opinion of the District, the existing manhole surfaces are unsuitable for service as corrosion resistant manholes, replace the manhole with new corrosion resistant manholes at no cost to the District.

### **2.2.9 Grinder Pump Systems**

Grinder pump systems, where approved for use by the District Engineer (Section 5.2.2), shall use a minimum of one grinder pump system for each lot served. Each system shall serve no more than once (1) single-family home with an accessory dwelling unit located on the same lot. No more than one residential duplex shall be served by a single grinder pump system. A residential triplex shall be served by a, minimum, duplex grinder pump system or two simplex systems. The grinder pump system shall comply with Washington State Department of Labor & Industries requirements regarding intrinsically safe electrical equipment.

### **2.2.10 Pretreatment Systems**

Pretreatment system may be required to reduce, eliminate or alter the nature of a pollutant's properties prior to discharging to the public sewer collection system. Pretreatment systems include grease interceptors, oil/water separators, and other units to treat metals, solvents, excessive BOD or total suspended solids, and other constituents.

The District reserves the right to evaluate a waste stream prior to connection and require pretreatment to comply with waste discharge criteria and limits established by District resolution.

#### **Grease Interceptors**

Any business involved in the process, preparation, sale, or packaging of human or animal food requires that an exterior (outside) grease interceptor be installed on a separate side sewer main. This separate side sewer shall be connected directly, and only, to the food handling areas in the building, with no sanitary connections permitted upstream of the grease interceptor.

Grease interceptors shall comply with the current version of the Uniform Plumbing Code and the Uniform Building Code. The design capacity of the grease interceptor shall be determined by the formula(s) provided in the Uniform Plumbing Code (Appendix H of the Uniform Plumbing Code).

Precast concrete grease interceptors shall be designed for a soil dead load of 150 lbs/cu. ft. and an AASHTO H-20 live load as manufactured by Utility Vault or equivalent.

#### **Oil/Water Separators**

Oil/water separator design and sizing shall conform to the Washington State Department of Ecology's Best Management Practices (BMP) for Stormwater Treatment. The separator shall be an American Petroleum Institute (API) or Coalescing Plate Interceptor (CPI).

Oil/water separators shall be designed for a soil dead load of 150 lbs/cu. ft. and an AASHTO HS-20 live load.

Oil/water separators shall include a forebay to collect floatables and large settleable solids with a surface area not less than 20 sq. ft. per 10,000 sq. ft. of area draining into the separator.

### **2.2.11 Retaining Walls**

Retaining walls of any height over public sewer mains or public sewer service lines within utility easements or public right-of-way shall be avoided whenever reasonably possible. The intent is to maintain perpetual District access to the pipelines for inspection, maintenance, repair, renewal,



or replacement without the need for special equipment or deconstruction/reconstruction of the wall. Proposed walls constructed over publicly owned pipelines shall be designed to accommodate the intent described above and be approved by the District Engineer and/or General Manager. The District may require the design to be prepared by a Washington State Licensed Professional Engineer.

Retaining walls on private property over private sewer services line shall meet building permit requirements as detailed in the most current edition of Whatcom County Code, Chapter 15.04, Building Codes and the following minimum requirements:

1. Private sewer services lines crossing under or through a retaining wall are installed in a ductile iron or steel pipe casing at least 4-inches larger in diameter than that of the internal service line. The casing pipe shall extend on either side of the wall a distance equal to the depth of the pipe at the wall penetration, plus 4-feet. End seals shall be provided at each end of the casing that permanently block groundwater and soil from entering the annular space between the internal service line and casing.
2. Retaining wall drainage shall not connect to the public sanitary sewer system.
3. Prior to construction, submit plans to the District that include plan, elevation, and cross sectional views of the wall which identify the proposed location of private sewer service line, casing, and clearances.
4. For walls that are required to be engineered by Whatcom County (or other agency), submit to the District a copy of plans and calculations prepared by a Washington State Licensed Professional Engineer that document wall design and that specify the casing pipe material and alignment needed to resist wall loads.

## **2.3 Electrical, Telecommunication and Automatic Control**

### **2.3.1 Section Application**

The requirements in this section apply to District capital projects and Developer Extension Agreement (DEA) projects as defined in the District Administrative Code Section 3.1.17, that modify or install new electrical, telecommunication and/or automatic control components as may be required by either, District Standards, the current edition of the "Water System Design Manual" published by the Washington State Department of Health and Washington Administrative Code Chapter 246-290, Group A Public Water Supplies, the current edition of the "Criteria for Sewage Works Design" published by the Washington State Department of Ecology, or other regulating agency.

### **2.3.2 Minimum Electrical Design Requirements**

Provide all electrical work and materials in accordance with the latest edition of the National Electric Code (NEC), National Electric Safety Code, Washington State Electrical Code and local regulations and ordinances.

### **2.3.3 Minimum Electrical Service Requirements**

The project electrical service shall be configured, or reconfigured, for minimum 277/480 Volt, three-phase, underground power service, in conduit, meeting the requirements of the Electrical



Power Provider. All electrical service costs, including all costs associated with reconfiguration and additions to existing facilities, shall be part of the Project cost.

#### **2.3.4 Minimum Telecommunication Service Requirements**

The project shall provide underground telecommunication service, in conduit, to the project telecommunication service box. All telecommunication service costs, including all costs associated with reconfiguration and additions to existing facilities, shall be part of the Project cost.

#### **2.3.5 Minimum Automatic Control Requirements**

The project shall provide automatic controls using programmable logic controllers at the Project site and additions to a stand-alone computer-based telemetry, control and data logging system owned, operated and maintained by the District. Programmable logic controller (PLC) shall provide local, automatic control of pumps and other equipment at the project site. A computer-based telemetry system shall provide remote control, alarm presentation and data logging activities at the District's headquarters location.

Contractor shall use a District-approved 'panel shop' to design, program, furnish and integrate the system, including but not limited to; provide the instruments panels, provide the PLC(s), control panels and all other instrument system components and integration.

District-approved Panel Shops:

- Quality Controls Corporation – Lynnwood, Washington
- Systems Interface, Inc. – Bothell, Washington
- Technical Systems, Inc. – Lynnwood, Washington

#### **2.3.3 Permits and Testing**

The Project developer/contractor shall obtain all permits, licenses, approvals and inspections by the Authority Having Jurisdiction and provide all other arrangements for the work on the Project. Test all circuits for continuity, freedom from ground and proper operation during progress of work. Test Reports on all equipment shall be submitted to the Engineer prior to acceptance. Conduct final testing in the presence of the engineer. All fees shall be part of the Project cost.

#### **2.3.4 Products**

All electrical products shall bear a label from a certified testing laboratory recognized by the State of Washington. Recognized labels in the State of Washington are UL, ETL and CSA-US.

PLC components shall be Allen-Bradley, ControlLogix, no substitutions.

Automatic system components, programming and integration are not fully detailed. The District's construction documents (plans and specifications) for the District's most recent capital projects will be used to establish minimum standards for DEA project requirements.

#### **2.3.5 Conduits and Fittings**

Galvanized rigid steel (GRS) conduit shall be used in and below all building, structures, in concrete, in corrosive areas, and all other locations, except as noted below. GRS conduit shall be steel, hot dipped galvanized inside and out. The GRS must meet USA Standards Institute C80-1 Underwriters Laboratories Standard UL6, and carry a UL label. Use cast threaded hub fittings and junction boxes for all rigid conduit except in locations not permitted by the NEC.

*Exception: PVC Schedule 80 conduit, in contact with the earth, may be used with power circuits only, when further than 10-feet from the closest point, measured horizontally, from any structure, including but not limited to manholes, wetwells, concrete pads, etc. The only exception shall be concrete electrical vaults or hand-holes. Conduit shall be gray in color. Fitting shall be of the same material as the raceway and installed with solvent per the Manufacturer's instructions. Conduits, fittings and solvent shall all be manufactured by the same manufacturer.*

GRS conduit shall be used for all instrumentation (signal) circuits.

All underground elbows 90-degrees and greater, including elbows connecting to PVC Schedule 80 conduit, shall be GRS.

Flexible metal conduit shall be used for all final connections to motors and vibrating equipment. Flexible conduit shall be interlocking single strip, hot dipped galvanized and shall have a polyvinyl chloride jacket extruded over the outside to form a flexible watertight raceway. Flexible conduit shall be American Brass Company Sealtite Type VA, General Electric Type UA or equal.

Electrical and power conduit number and size vary per Project requirements. Maintain 12-inch minimum spacing between telemetry and other conduits.

## **CHAPTER 3      CONSTRUCTION STANDARDS—GENERAL**

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### **3.1      Construction Plan Notes**

The General Notes apply for all new public facility construction within the District and shall be included in every construction plan set. Water System Notes, Sewer System Notes and Electrical Project Notes shall be included in the plan set as relevant for the type of construction project.

#### **3.1.1      General Notes**

See District Standard Detail G1 for General Notes to be included in construction plans.

#### **3.1.2      Water System Notes**

See District Standard Detail W1 for Water System Notes to be included in construction plans.

#### **3.1.3      Sewer System Notes**

See District Standard Detail S1 for Sewer System Notes to be included in construction plans.

#### **3.1.4      Electrical Project Notes**

See District Standard Detail E1 for Electrical Project Notes to be included in construction plans.

### **3.2      Inspection Requirements**

Unless previously authorized by the District, work on water and/or sewer mains/lines shall not proceed without a District Inspector being present. The District may refuse acceptance of any water and/or sewer mains/lines installed without District inspection. To schedule an inspection, the District must receive a hard copy of the construction schedule and a request for inspection at least two (2) full working days before construction activities covered by the schedule begins. The District must be kept advised of changes to the construction schedule. When significant breaks in construction occur, the contractor must provide two (2) full working days' notice before resuming work. The District Inspector shall have the authority to reject defective material and to suspend any work that is not conducted in accordance with these Construction Standards.

Authority of the Engineer, its appointees, assistants and inspectors, shall be per WSDOT 1-05.1. All references to the Engineer or District Engineer shall also mean its appointees, assistants or inspectors as per WSDOT 1-05.2.

All mains shall be inspected by the District Engineer before closure of any excavation. Inspectors will be provided access to work sites, as necessary, to keep the District informed of the progress of work and the manner in which it is being done, to keep records, to act as liaison between the contractor(s) and the District, and to report any deviations from District-approved plans or specifications. Failure of the Inspector to call the attention of a contractor to faulty work or deviations from the plans, specifications, or these Construction Standards shall not constitute acceptance of work.

Any personal assistance which a District Inspector may provide a contractor will not be construed as the basis of any assumption of responsibility in any manner, financial or otherwise, by the Inspector, the Engineer, or the District.

The presence or absence of a District Inspector on any job will be at the sole discretion of the District. Such presence or absence of an Inspector will not relieve a contractor of responsibility to deliver the construction results specified in the District-approved plans or specifications, or these Construction Standards.

District Inspectors will not be authorized to issue instructions or to approve or accept any portion of the work that is contrary to the District-approved plans or specifications, or these Construction Standards. Approvals, acceptances, or instructions, when given, must be in writing and signed by the District Engineer or their designated representative. Inspectors have authority to reject defective material. The failure of an Inspector to reject defective material or any work that deviates from the District-approved plans or specifications, or these Construction Standards, will not constitute acceptance of such work

### **3.3 Surveying and Staking**

Lots and/or property lines shall be surveyed and staked to ensure water and sewer services are installed within the property, recorded easements, and/or right-of-ways. Surveying and staking are the responsibility of the property owner and contractor.

### **3.4 Excavation Safety**

Where shoring, sheet piling, sheeting, bracing, lagging, or other supports are necessary to prevent cave-ins or damage to existing structures, it shall be the responsibility of the contractor to design, furnish, place, maintain, and remove supports in accordance with applicable laws, codes, and safety requirements, including Chapter 296-155 of the Washington Administrative Code, A Safety Standards for Construction Work, Part N, Excavation, Trenching, and Shoring. Design, planning, installation, and removal of sheeting, shoring, piling, lagging, and bracing shall be accomplished in such a manner as to maintain the undisturbed state of soil below and adjacent to excavation. Failure to maintain shoring in accordance with the submitted shoring plan will result in shut down of the job by the District until required shoring is in place.

## **CHAPTER 4      CONSTRUCTION STANDARDS—WATER PROJECTS AND WATER SERVICES**

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### **4.1    General Requirements**

#### **4.1.1    District Water Permit**

A District water permit is required prior to installation of a water service.

#### **4.1.2    Construction Standards and Uniform Plumbing Code**

All water project improvements shall be installed per the District Construction Standards. Water service lines shall be installed per the Uniform Plumbing Code (UPC), to the edition, amendments, standards and exemptions adopted by Whatcom County, as detailed in the most current edition of the Whatcom County Code, Chapter 15.04, Building Codes.

#### **4.1.3    Easements**

Water services shall be installed solely on the property being served and/or within appropriate recorded easements and rights-of-ways.

#### **4.1.4    Developer Extension Agreement Projects**

The developer is responsible for installing the water service from the water main to property line for new main construction. The property owner is responsible for installing water service from property line to building. The developer will provide the District with the meter assemblies specified by the District. The District will install meter assemblies following property owner request for service and after all permits and connection fees are paid in full.

#### **4.1.5    Installation, Maintenance, & Repair**

The property owner is responsible for service line installation, maintenance and repair from the meter to the building. For new services, the District will tap the water main, install a service saddle, corp stop, service line, meter assembly and meter box.

#### **4.1.6    Separation from Side Sewer Services**

Per the UPC Section 720.1, water pipes shall not be located within the same trench as a side sewer pipe unless: 1) the bottom of the water pipe shall be not less than 12-inches above the top of the side sewer pipe, 2) the water pipe shall be placed on a solid shelf excavated at one side of the common trench with a clear horizontal distance of not less than 12-inches from the sewer pipe, and 3) water pipes crossing a sewer pipe must be placed not less than twelve (12) inches above the sewer pipe.

#### **4.1.7    Pressure Reducing Valves**

It is the responsibility of the property owner to supply and install a pressure reducing valve (PRV) for their service. Pressure reducing valves shall be installed downstream of the meter and dual check valve directly behind the meter box. Property owners that elect not to install a PRV must record a hold harmless agreement with the Whatcom County Auditor before the District will provide service. Hold harmless agreements are available at the District office.

#### **4.1.8 Privately-owned Water Booster Systems**

Privately-owned water booster systems are not allowed as a means of obtaining water service where the pressure at the service's meter is recorded below 30 psi. The only exceptions are certain existing Sudden Valley lots covered by District Resolution No. 410 and other specific areas approved by the District's Board of Commissioners. Each application is subject to cross-connection control analysis by the District. Booster pump installations will be required to install a reduced pressure backflow device.

#### **4.1.9 Inspections**

The District must inspect and approve the PRV prior to occupancy.

## **CHAPTER 5      CONSTRUCTION STANDARDS—SEWER PROJECTS AND SEWER SERVICES**

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### **5.1    General Requirements**

#### **5.1.1   Contractor Requirements**

Contractors installing side sewer services shall have a current Sewer Services Contractor's Certification Agreement and surety bond on file at the District.

#### **5.1.2   Construction Standards and Uniform Plumbing Code**

All sewer project improvements shall be installed per the District Construction Standards. Sewer service lines shall be installed per the District Construction Standards and the Uniform Plumbing Code (UPC), to the edition, amendments, standards and exemptions adopted by Whatcom County, as detailed in the most current edition of the Whatcom County Code, Chapter 15.04, Building Codes.

#### **5.1.3   District Sewer Permit**

A District sewer permit is required prior to installation of any side sewer service. Main line sewer shall be in use and operational before the sewer permit will be issued.

#### **5.1.4   Easements**

Side sewer services shall be installed on only the property being served and/or within appropriate recorded easements and rights-of-ways.

#### **5.1.5   Authorization to Connect to Sewer Main**

The contractor shall connect the side sewer service to the sewer main at the location identified and authorized by the District. The contractor shall schedule and attend an onsite pre-construction meeting with the District to obtain authorization to connect prior to side sewer installation.

#### **5.1.6   Other Permits**

The contractor shall obtain and abide by encroachment permits or other permissions which may be required from Whatcom County, Sudden Valley Community Association, or other entity having jurisdiction over roads and streets, prior to commencing sewer service work. Restoration shall be done in a manner approved by the appropriate jurisdiction.

#### **5.1.7   Ground and Surface Water Drain Connections Prohibited**

No downspouts, footing drains, foundation/crawl space sump pumps, yard drains, or any other source of ground or surface waters are allowed to connect to a side sewer or other sewer main or appurtenance.

## **5.2 Side Sewer Services into Gravity Mains**

### **5.2.1 Installation, Maintenance, & Repair**

The property owner is responsible to contract with a contractor on the current District's Bonded Side Sewer Contractor list. The contractor shall install the side sewer service from the sewer main to the building, which includes connecting to an existing service tee, or installing a new service tee when approved by the District Engineer, on the District sewer main, installing a cleanout at the property line and additional cleanouts per the District Standard Drawings, the private service line to the building, and restoration per the District Standard Drawings.

The property owner is responsible for maintenance and repair of the side sewer service from the cleanout at the property line to the building, as well as any blockages of the sewer lateral between the sewer main and property line.

### **5.2.2 Grinder Pumps**

Grinder pumps may be installed in such special circumstances where installation of a gravity system is not possible. The District must authorize the use of a grinder pump system prior to installation. Grinder pump design shall be in accordance with Sections C1-10.1 and C1-10.2 of the current edition of the "Criteria for Sewage Works Design" published by the Washington State Department of Ecology and District Standard Drawings.

The contractor shall be responsible for removing groundwater to provide a firm, dry subgrade for the structure, and shall guard against flotation or other damage resulting from ground water or flooding. The grinder pump station shall not be set into the excavation until the installation procedures and excavation have been inspected and approved by the District.

The grinder pump station shall include a standard, 4-inch diameter inlet grommet for inlet piping. The contractor shall not insert inlet piping beyond the factory-approved "stop." The basin may not be dropped, rolled, or laid on its side for any reason.

Installation shall be accomplished so that 1- to 3-inches of access way, below the bottom of the lid, extends above the finished grade line. The finished grade shall slope away from the unit. The diameter of the hole shall be large enough to allow for the concrete anchor.

A 6-inch minimum layer of naturally rounded aggregate, clean and free flowing, with particle size of not less than 1/8-inch or more than 3/4-inch shall be used as bedding material under each unit. A concrete anti-flotation collar and sized according to manufacturer's instructions, shall be pre-cast to the grinder pump or poured in-place. The grinder pump station, with its anti-flotation collar, shall have a minimum of four lifting eyes for loading and unloading purposes. The unit shall be leveled and filled with water to the bottom of the inlet to prevent the unit from shifting while the concrete is poured. The concrete must be manually vibrated to ensure there are no voids. If it is necessary to pour the concrete to a higher level than the inlet piping, an 8-inch sleeve is required over the inlet prior to the concrete being poured.

Backfill of clean, native earth, free of rocks, roots, and foreign objects shall be thoroughly compacted in lifts not exceeding 12 inches to a final Proctor density of not less than 85%. Improper backfilling may result in damaged access ways.



The electrical control panel shall be installed and wired to the grinder pump station by the contractor using the factory supplied length of 6 conductor, 12 gauge TC-type cable, which shall be installed in Schedule 40 PVC continuous conduit and burial depth shall comply with local codes.

Polyethylene pressure pipe joints shall be flanged, thermal fusion butt welds or made using weld-on compression couplings. Joints in 1.25- to 2-inch diameter pipe shall be made only at pump basins, valves, fittings, and changes in pipe diameter. For pipes larger than 2-inches in diameter, joints between pipe sections shall be thermal fusion butt-welded. All flanges and fittings shall be thermal fusion butt-welded to the pipe. Operators of fusion welding equipment shall be trained and certified by the pipe manufacturer.

### 5.2.3 Pre-Construction Meeting

The contractor shall schedule a pre-construction meeting with the District prior to beginning construction. At the pre-construction meeting, the District will approve the contractor's side sewer alignment, and authorize the side sewer/sewer lateral alignment, the location of the grinder pump (if applicable), and the approximate location of either: connection to the sewer main, connection to a sewer stub that may have been previously extended to a property line, or connection to a lateral used by an adjacent property that was constructed to allow joint use of the lateral and future connection.

### 5.2.4 Inspections

The District must inspect all side sewer services prior to backfill. Services backfilled without an inspection shall be re-exposed and the full length tested at contractor's expense prior to District approval.

**Bedding & Backfill Inspection.** The entire sewer service pipe from the main to the cleanout adjacent to the building must be inspected and approved by the District prior to backfill. Pipe backfilled before inspection will be rejected.

**Leak Test.** The contractor shall fill the service line with water from a plug inserted in the cleanout at the property line up to the cleanout at the building. The line must hold water with no visible drop in elevation over a period of a minimum of five (5) minutes to pass. The test shall be observed by the District after all lines have been backfilled. Air testing may be done in lieu of a water test. An air test is acceptable when air is slowly supplied to the aforementioned plugged pipe section until the internal air pressure reaches 4 psi and maintains for 5 minutes with no pressure loss.

**Grinder Pump Inspection (if applicable and allowed by the District).** The private grinder pump station may be located inside or outside of the building. If located inside the building, the installation shall be subject to inspection by the Whatcom County Building Official (or his or her designee). If located outside of the building, the grinder pump station shall be subject to inspection by the District.

## **5.3 Pressure Side Sewer Services into Force Mains**

### **5.3.1 Design**

The property owner is responsible for the design of the pressure side sewer service installation, including the grinder pump station at the building, for systems connecting to District force mains. The property owner shall engage a civil engineer licensed in the State of Washington to prepare hydraulic calculations, determine pipe size, determine air release and air vacuum valve requirements, and select the appropriate model of grinder pump for the specific installation. Grinder pump design shall be in accordance with Sections C1-10.1 and C1-10.2 of the current edition of the "Criteria for Sewage Works Design" published by the Washington State Department of Ecology.

The private grinder pump package shall consist of at least a grinder pump, basin, cover, check valve, controls, transfer switch, and interior and exterior visual and audible alarms (with battery backup for high level alarm), provided by Environment-One (E-One Model D Series Package Grinder Pump System).

Where required, air relief and combination air relief/vacuum relief valves shall be manufactured by Orenco, APCO, Crispin, or equivalent approved by the District, for sewer service, and installed per the manufacturer's directions. All valves shall be fully accessible to enable the property owner's operation, maintenance, and repair.

### **5.3.2 Developer Extension Agreement Projects**

The developer is responsible for installing the customer service shutoff valve, check valve, check valve vault, and service line from the main to check valve for new sewer side service construction.

### **5.3.3 Installation, Maintenance and Repair**

The property owner is responsible for installation, maintenance, and repair of the side sewer service from the property line to the building, including the grinder pump station, check valve, and check valve vault.

For individual permits, the District shall tap the force main and install the saddle, customer service shutoff valve, service line to the property line and check valve assembly at property line (note for developer extension agreements, the developer installs these items during construction of the new main). The developer shall be responsible for reimbursement of District labor, equipment, and material costs, as defined in the District's current Master Fees and Charges Schedule, for connection to the force main.

### **5.3.4 Pre-Construction Meeting**

The contractor shall schedule a pre-construction meeting with the District prior to beginning construction. At the pre-construction meeting, the District will authorize the side sewer alignment and the location of connection to the main or sewer lateral near the property line.

### 5.3.5 Inspections

The District must inspect all side sewer services prior to backfill. Services backfilled without an inspection shall be re-exposed and the full length tested at contractor's expense prior to District approval.

**Bedding & Backfill Inspection.** Sewer service pipe from the main to the cleanout adjacent to building must be inspected and approved by the District prior to backfill.

**Pressure Test.** With all joints exposed, the District must witness a successful hydrostatic pressure test in accordance with Washington State Department of Transportation (WSDOT) Section 7-09.3(23) at 150 psi for all pipe and fittings between the grinder pump and the customer service shut-off valve (or point of connection to gravity sewer).

**Grinder Pump Inspection.** The private grinder pump station may be located inside or outside of the building. If located inside the building, the installation shall be subject to inspection by the Whatcom County Building Official (or his or her designee). If located outside of the building, the grinder pump station shall be subject to inspection by the District.

**Start-up and Testing.** The private grinder pump station shall be commissioned and tested for proper operation prior to submittal of a request for final inspection. At the final inspection the District will witness proper operation of the station as demonstrated by a trained professional.

**Final Inspection.** Startup/testing must be complete for final inspection.

## 5.4 Sewer System Appurtenances

### 5.4.1 Grease Interceptor and Oil/Water Separator Installation

The building sanitary side sewer shall be connected to the service lateral at least four (4) feet downstream from the interceptor providing the slope of the lateral is 2 percent or more. For laterals with a slope of less than 2 percent, the connection point shall be a minimum of eight (8) feet downstream of the separator, or directly connected to the District main.

Grease interceptors or oil/water separators may be installed in either planter or vehicle areas. In vehicular areas, the unit shall be constructed as to provide AASHTO H-20 live load capabilities. In all cases the installation site shall provide and ensure ease of access, maintenance, and visual inspection and will be provided with a hinged, locking hatch.

A manhole shall be installed where the grease interceptor or oil/water separator discharges into the District's sanitary sewer for monitoring purposes or at an upstream location approved by the District. If physical conditions preclude the installation of a monitoring manhole on the District main, the contractor shall install, with District approval, an Inspection Chamber as manufactured by Pacific North Marketing Ltd, Abbotsford, British Columbia, or equivalent.

## CHAPTER 6 CONSTRUCTION STANDARDS—DETAILS

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### General Details

G1-G3	General Notes
G4	Typical Trench and Backfill Detail
G5	Water Project Record Drawing Documentation
G6	Sewer Project Record Drawing Documentation
G7	Maintenance Vehicle Turnaround
G8	Common Trench Detail: Private Water Service Line and Side Sewer Line
G9	Water Line and Sewer Line Trench Detail (Unusual Conditions)
G10	Trench Dam with Drain
G11	Bollard Detail

### Water Details

W1-W2	Water System Notes
W3-W4	Concrete Thrust Block
W5	Concrete Thrust Block for Convex Vertical Bends
W6	Fire Hydrant Assembly
W7	2-inch Blowoff Assembly
W8	Combination Air Release / Air Vacuum Valve Assembly
W9	Water Sampling Station
W10	Water Meter Assembly
W11	Private Service Pressure Reducing Valve
W12	Reverse Thrust Block
<u>W13</u>	<u>Temporary Construction Water Double Check Valve Assembly</u>

### Sewer Details

S1-S2	Sewer System Notes
S3	Sanitary Sewer Manhole Type 3
S4	Inside Drop Sewer Manhole Connection
S5-S6	Outside Drop Sewer Manhole Connection
S7	Sewer Main Cleanout
S8	Sewer Lateral Connection to Main
S9	Sewer Lateral and Cleanout
S10	Gravity Side Sewer Installation
S11	Grinder Pump Service to Gravity Main Installation
S12	Grinder Pump Service to Force Main Installation
S13	Typical E-1 Grinder Pump Installation
S14	Grinder Pump Installation Concrete Ballast
S15	Connection to Force Main
S16	Force Main Service Check Valve
S17	E-1 2" Lateral Assembly
S18	Shared Force Main Service Tap
S19	Manhole Rim & Valve Box Re-adjustment
<u>S20</u>	<u>Manhole Pipe Penetration Details</u>

### Electrical/Telemetry Details

E1	Electrical, Telecommunication & Automatic Control Notes
E2	Typical Electrical, Telecommunication and Automatic Control Trench
E3	Telemetry Panel
E4	Utility Equipment Rack
E5	Handhole
E6	Tracer Wire

## GENERAL NOTES

1. All work and materials shall meet the requirements of the most current editions of the Lake Whatcom Water and Sewer District (District) Design and Construction Standards, Lake Whatcom Water and Sewer District Construction Contract Documents and Project Specifications (for Public Works Projects), the instructions and recommendations of the Manufacturer of the material concerned and select specifications within the Standard Specifications for Road, Bridge and Municipal Construction as prepared by Washington State Department of Transportation (WSDOT) and with all other regulatory agency requirements and permits including but not limited to work within Whatcom County right-of-way shall meet Whatcom County (County) design and construction requirements. In case of a conflict between the above standards, the more stringent shall apply. All work and materials shall be subject to the approval of the District Engineer.
2. Contractor shall obtain encroachment permits or other permissions which may be required from the County, Sudden Valley Community Association, or other entity having jurisdiction over roads and streets, prior to commencing work.
3. Contractor shall provide and maintain all Temporary Erosion Control and Sedimentation (TESC) in accordance with the most current edition of the Storm Water Management Manual for Western Washington (SWMMWW), Volume II, by the Washington State Department of Ecology, Publication Number 14-10-055. Contractor shall use required and necessary Best Management Practices (BMPS) described therein and as may be further described or detailed on the project drawings.
4. Contractor shall call 1-800-424-5555 48 hours before construction for utility locations. Contractor shall not begin excavation until utility notification period is complete.
5. A preconstruction meeting is required with the District and Contractor performing the work a minimum of 2-days before the start of construction.
6. Authority of Engineer, its appointees, assistants and inspectors, shall be per WSDOT 1-05.1. All references to the Engineer or District Engineer shall also mean its appointees, assistants and inspectors as per WSDOT 1-05.2.
7. The Contractor shall be responsible for the safety of all workers and shall comply with all appropriate state safety and health standards, codes, rules, and regulations, including, but not limited to, those promulgated under the Washington Industry Safety and Health Act RCW 49.17 (WISHA) and as set forth in Title 296 WAC (Department of Labor and Industries). In particular the Contractor's attention is drawn to the requirements of WAC 296.800 which requires employers to provide a safe and healthful workplace.
8. Inspection of work and materials shall be in accordance with WSDOT 1-05.6. Removal of unauthorized or defective work shall be in accordance with WSDOT 1-05.7.
9. The Contractor shall take all steps necessary to ensure that the existing facilities remain fully operational during all stages of construction, including but not limited to providing bypass pumping, standby storage, emergency generators and pump trucks, as necessary during service interruptions or outages.
10. No inspections or tie-ins to District's facilities shall be performed on a Friday, Weekend or District Holiday.



## GENERAL NOTES

STANDARD DETAIL

# G1

Page 58 of 216  
3/11/2020

11. All pipe shall be bedded in bedding material meeting the requirements of WSDOT 9-03.12(3). The bedding cross-section shall be blocked with Control Density Fill (CDF) per WSDOT 2-09.3(1)E a minimum of every 800 feet and the trench drained to daylight or to a storm drain in accordance with District Standard Detail G11.

12. Backfill above the pipe zone bedding within County ROW, within the roadway section or at driveway crossings shall consist of crushed surfacing top course material meeting the requirements of WSDOT 9-03.9(3). Backfill within private roadways shall consist of material meeting the requirements of WSDOT 9-03.19. Backfill in other areas shall consist of material meeting the requirements of WSDOT 9-03.15, except as shown on the plans or details. Backfilling of trenches shall be in accordance with WSDOT 7.08.3(3).

13. Pea gravel shall not be used for pipe bedding or trench/excavation backfill material. The District may approve limited use of pea gravel where hazardous site conditions exist that pose an immediate threat to workers or public. Pea gravel, if approved for use by the Engineer, shall be a clean mixture free from organic matter meeting the following gradation (passing by weight a US standard sieve); 100% passing 1/2", 95-100% passing 3/8", 0-10% passing #8, and 0-3% passing #200.

14. Backfill shall be compacted to minimum 95% modified Proctor within traffic areas and minimum 90% modified Proctor in landscape and open areas.

15. Tracer wire installation is required on all District owned pipe, electrical conduits and communication lines/conduits. Tracer wire is also required on private side sewers. Install tracer wire per District Standard Detail E6. In addition to tracer wire, install 2-inch wide detectable marking tape 8 to 12 inches below the finish surface. Detectable marking tape shall meet the requirements of WSDOT 9-15.18 and be color coded blue for water, green for sewer, red for electrical and orange for telecommunication.

16. Public water lines and any sanitary sewer line or other non-potable conveyance system shall maintain a minimum of 10-feet horizontal separation (parallel alignment) and a minimum 18-inch vertical separation (parallel alignment and crossings at angles including perpendicular with the sewer line below the water line), measured as the closest distance between outside of pipes, in accordance with the most current editions of the Washington State Department of Health (DOH) Water System Design Manual Section 8.4.4 and the Department of Ecology (DOE) "Criteria for Sewage Works Design" Section C1-9.

When local conditions prevent these separations, with the approval of the District Engineer, installations shall follow the requirements outlined for unusual conditions in the referenced DOH and DOE manuals which includes details for specific pipe materials, pipe segment lengths, joint separation requirements, concrete encasement and/or pipe casings. If a pressure sewer cannot be installed with a minimum 18-inch separation from a water line at a crossing, then the pressure sewer shall be constructed only under the water line with ductile iron pipe or standard sewer pipe in a casing (casing material per the DOE manual) extending at least 10-feet on each side of the crossing.

17. Control Density Fill (CDF), if required, shall meet the requirements of WSDOT 2-09.3(1)E.

18. From the main to the property line, sewer pipes and water pipes shall maintain a minimum horizontal separation of 10-feet. When local conditions prevent the 10-feet separation, separation shall be per District Standard Detail G10, Water Line and Sewer Line Trench Detail, Unusual Conditions. Separation of water service lines and sewer pipes within private property shall be per District Standard Detail G9.



## GENERAL NOTES

STANDARD DETAIL

# G2

Page 59 of 216  
3/11/2020

19. Contractor shall remove all debris and excess excavation; repair all damage, and restore the site, public or private, to pre-construction conditions.

20. Where mains or service lines are placed within a ditch area, the buried depth shall be at least 30-inches below the bottom of the ditch, measured from the crown of the pipe to the bottom of the ditch.

21. All work within Whatcom County Right Of Way (ROW) shall meet the requirements of the most current edition of the Whatcom County Development Standards, Section 512.

22. The Lake Whatcom Water and Sewer District is located within the Lake Whatcom Watershed where seasonal clearing activity limitations established by Whatcom County Code 20.51.410 are in force. Clearing activity, which includes trench excavation/backfill and other land disturbance, that will result in exposed soils exceeding 500 square feet are not permitted from October 1 through May 31.

23. References to the Uniform Plumbing Code (UPC) shall be to the edition, amendments standards and exemptions adopted by Whatcom County, as detailed in the most current edition of the Whatcom County Code, Chapter 15.04, Building Codes.



## GENERAL NOTES

STANDARD DETAIL

# G3

Page 60 of 216  
3/11/2020



# EXISTING PAVED AREAS

(SEE NOTES FOR WORK IN  
WHATCOM COUNTY ROW)

## UNPAVED AREAS OUTSIDE ROADWAY SECTION

RESTORE SURFACE MATERIAL  
TO PRE-CONSTRUCTION  
CONDITIONS

BACKFILL TRENCH PER  
STANDARD DETAIL G1,  
NOTE 12

HMA CLASS 1/2" ASPHALT  
PAVEMENT PER WSDOT 5-04.2.  
2-1/2" MINIMUM (MATCH EXIST)

VERTICAL SAW CUT, TACK COAT,  
JOINT SEALANT

## EXISTING PAVEMENT SECTION

2" CSTC PER WSDOT 9-03.9(3)

9"  
MIN 10" (MATCH EXIST PVMT)

BACKFILL TRENCH PER  
STANDARD DETAIL G1,  
NOTE 12

36" MINIMUM COVER  
(WATER & SEWER MAINS)

2 FT MIN

2" METALLIC DETECTOR  
TAPE 8" TO 12" BELOW  
FINISH GRADE.

#10 TRACER WIRE ON ALL  
WATER & SEWER MAINS (IN  
ADDITION TO 2" DETECTOR  
TAPE). USE SILICONE FILLED  
WIRE NUTS TO SPLICE.

GRAVEL BACKFILL FOR PIPE  
ZONE BEDDING PER WSDOT  
9-03.12(3). COMPACT PER  
WSDOT 7-08.3(1)C

6"  
O.D.  
6"

6" O.D. 6"

## NOTES:

1. With respect to trench repairs and pavement overlays, in the event of conflict between this detail and Whatcom County Standard Drawing Numbers 512.F-1 and 512.F-2, the more stringent standard shall apply.
2. Standard utility locations within county-maintained public road prisms as shown in the 2012.09.25 version of Whatcom County Standard Drawing No. 512.D-1 shall apply.

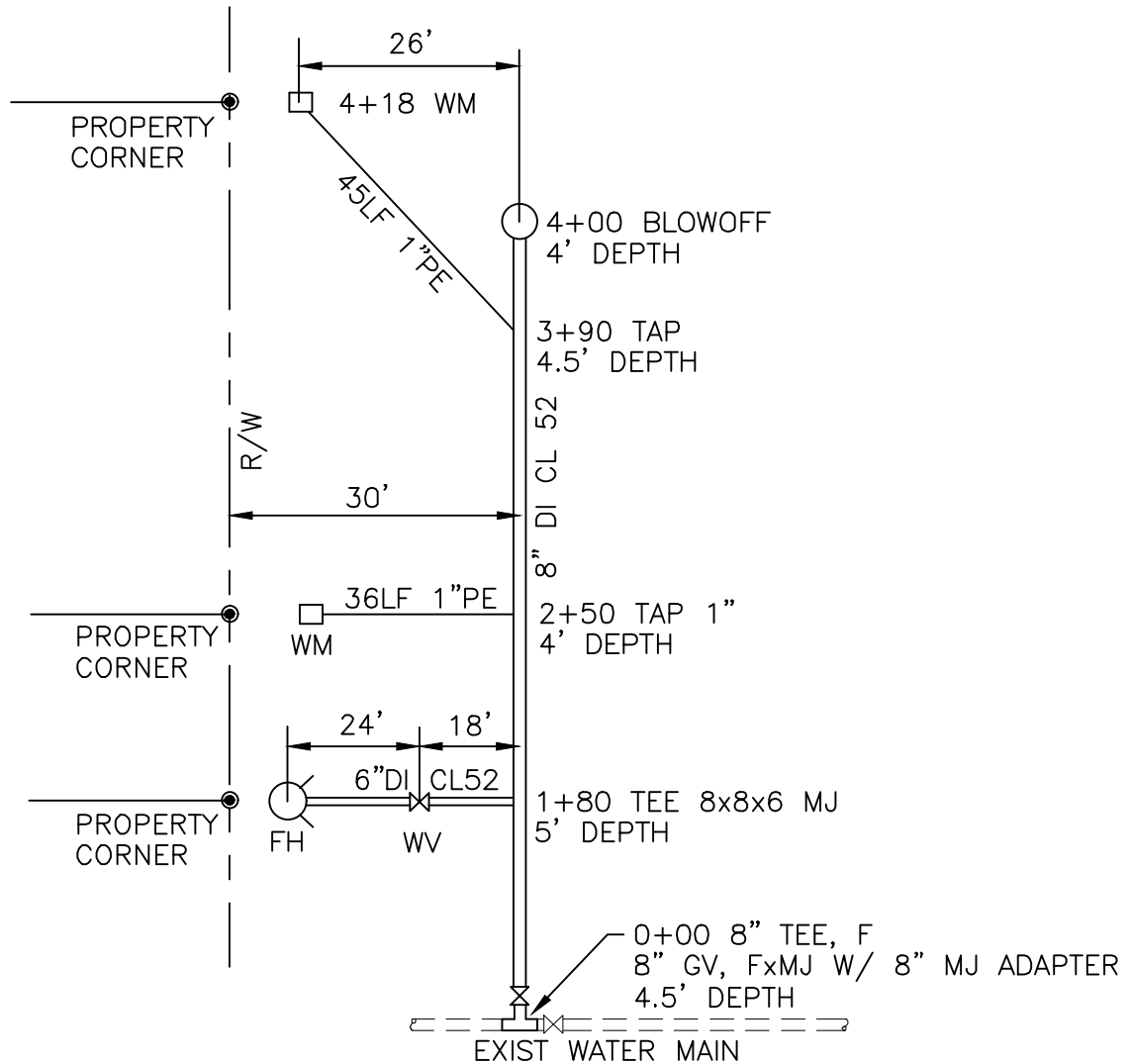


## TYPICAL TRENCH AND BACKFILL DETAIL

STANDARD DETAIL

**G4**

Page 61 of 216  
3/11/2020

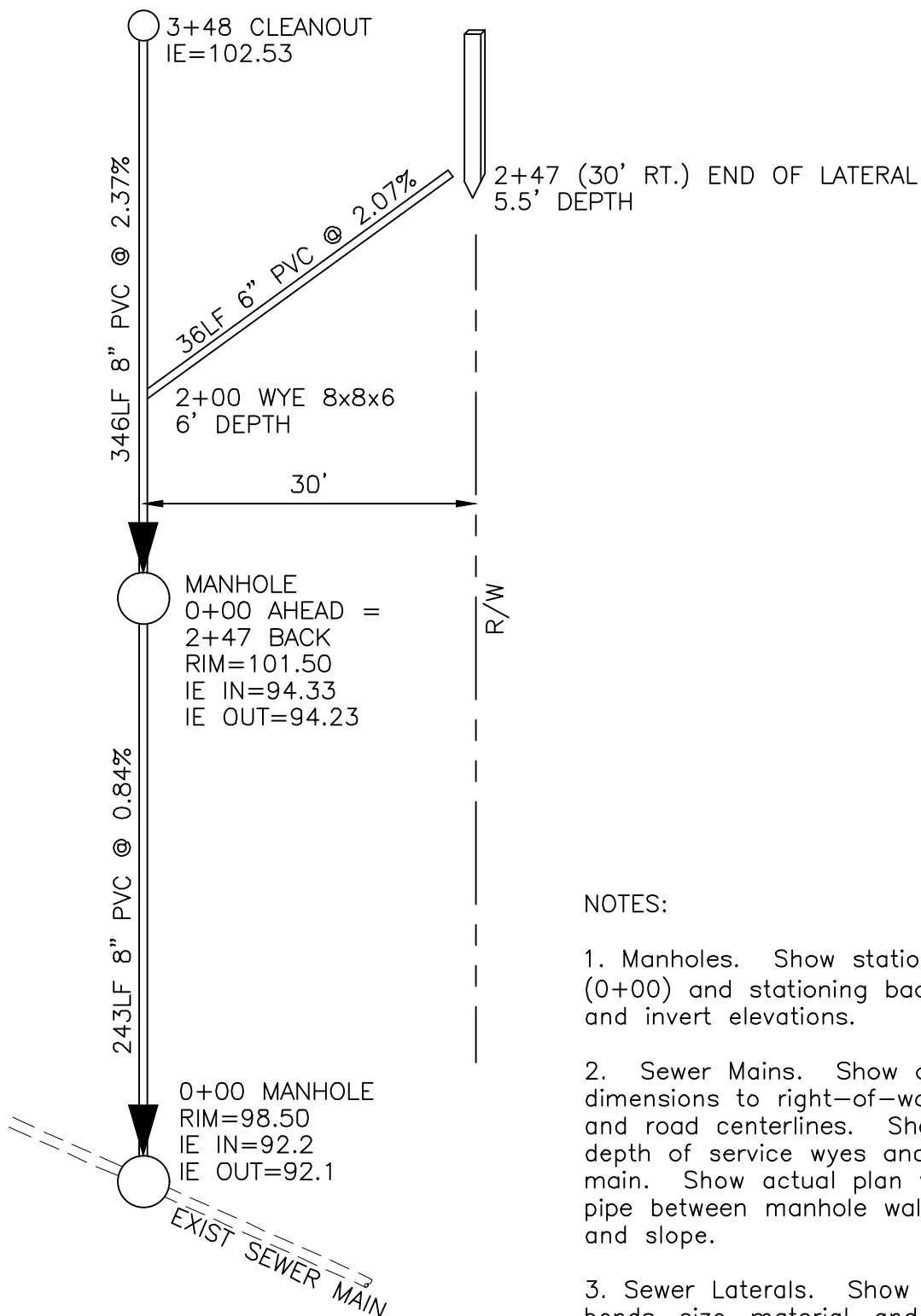


EXAMPLE RECORD DRAWING

#### NOTES:

1. Water Mains. Show alignment dimensions to right-of-way, easements, and road centerlines. Show stationing and depth of fittings, valves, and service taps along the main.
2. Fire Hydrants, Blowoffs, and other Appurtenances. Show length & material between tees, valves, hydrants, blowoffs, etc. Show station/offset of appurtenance if skewed from 90-degrees from main.
3. Water Services & Sampling Stations. Show tap station along main and size of tap. Show length & material of service line from main to meter box or sampling station.



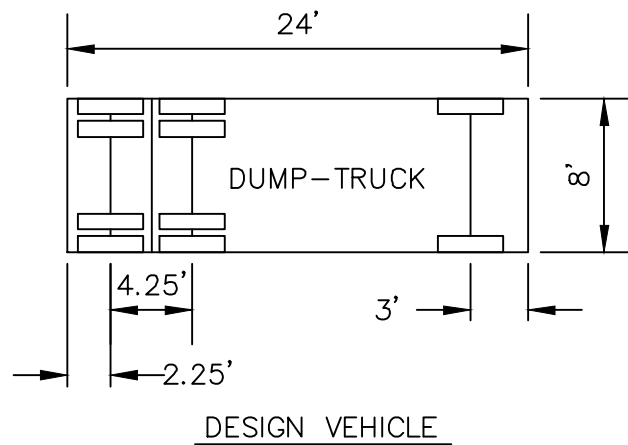
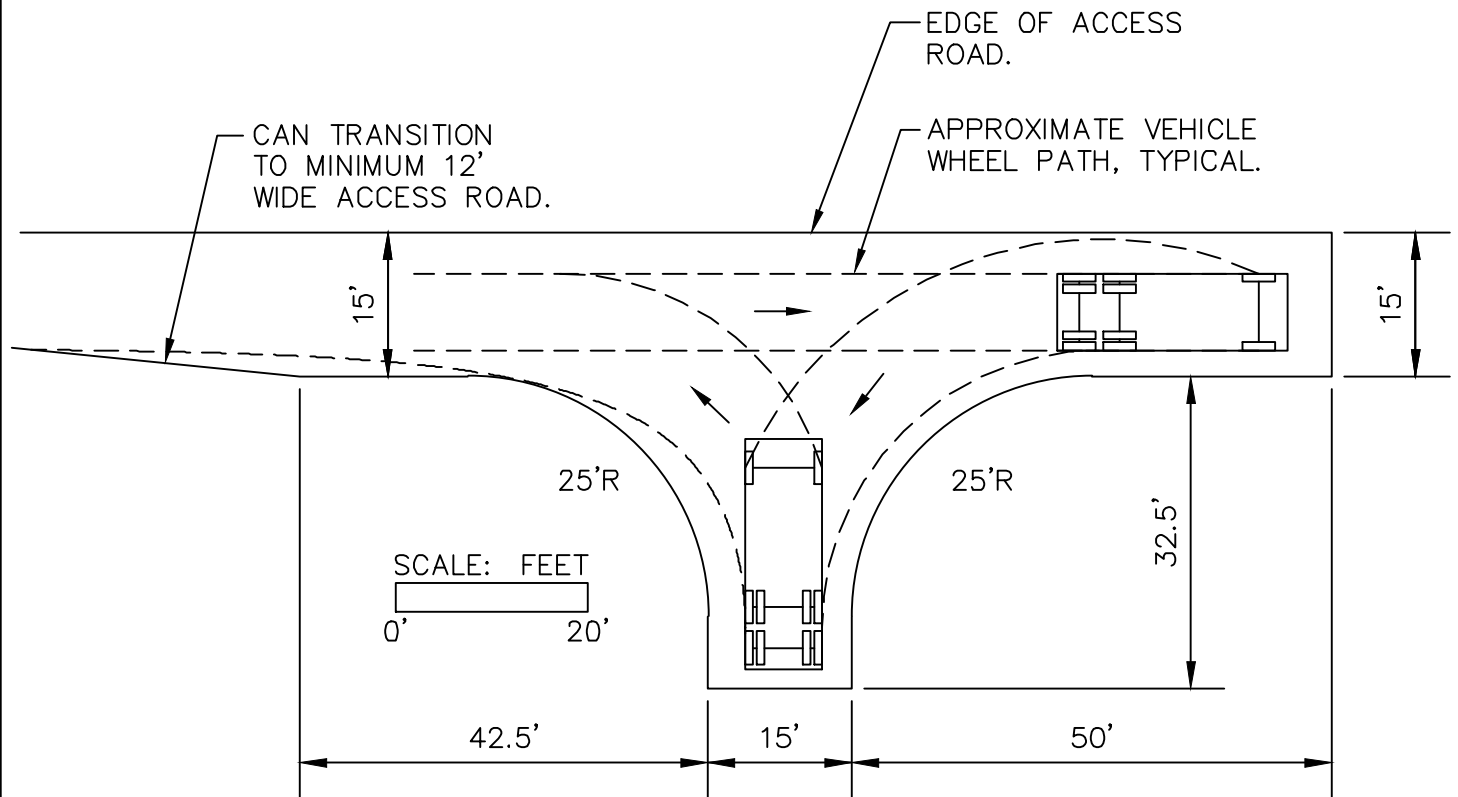


EXAMPLE RECORD DRAWING

#### NOTES:

1. Manholes. Show stationing ahead (0+00) and stationing back, rim elevation, and invert elevations.
2. Sewer Mains. Show alignment dimensions to right-of-way, easements, and road centerlines. Show station and depth of service wyes and tees along the main. Show actual plan view length of pipe between manhole walls with material and slope.
3. Sewer Laterals. Show distances between bends, size, material, and length of pipe. Show station, offset, and depth at end of stub or cleanout.



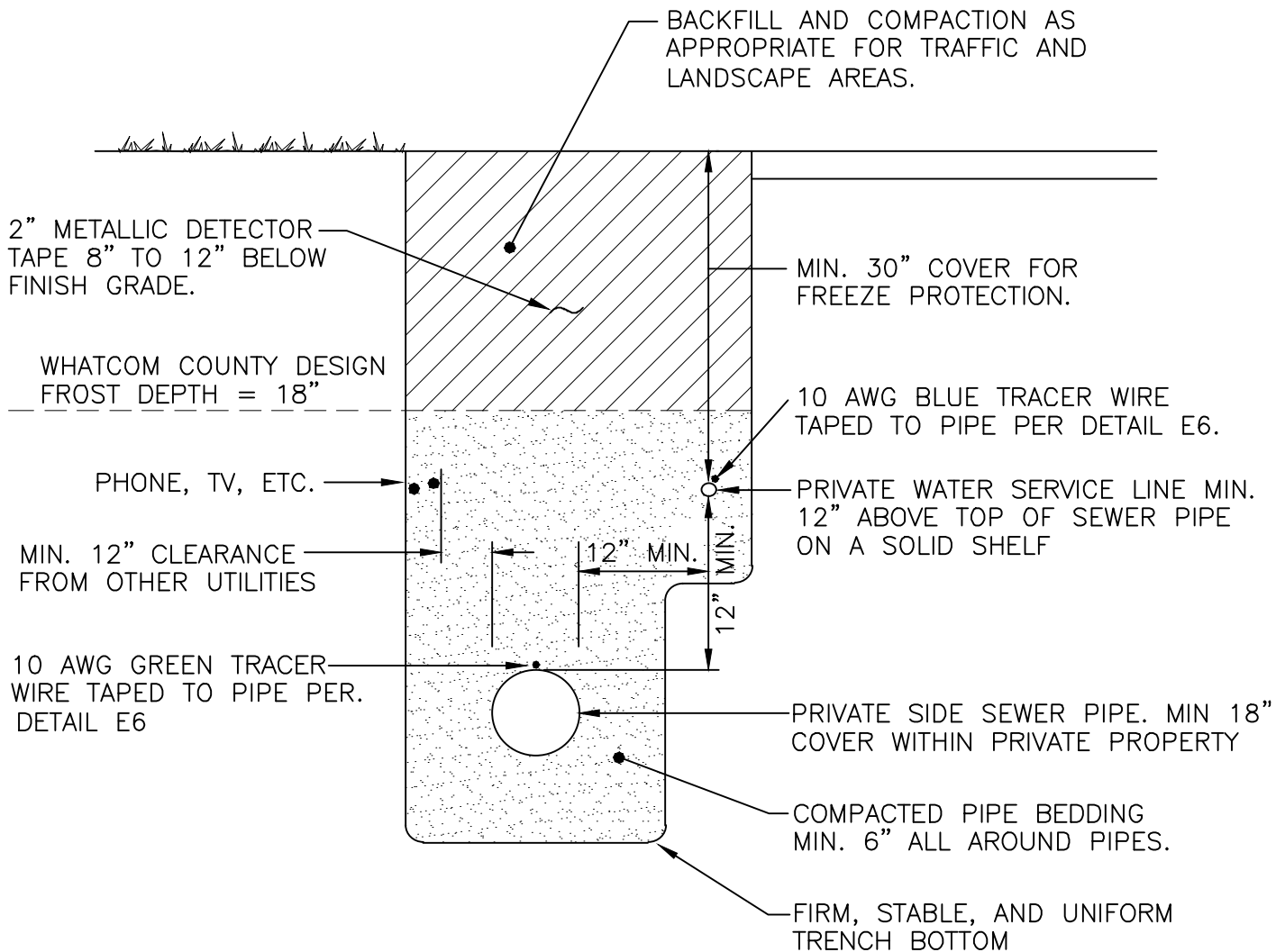


# MAINTENANCE VEHICLE TURNAROUND

STANDARD DETAIL

**G7**

Page 64 of 216  
5/1/2014



NOTES:

1. Side sewer lines and water service lines shall not be installed in the same trench unless the above common trench detail is adhered to (UPC 720.1).

2. Water service lines crossing a sewer line shall be a minimum of 12-inches above the top of the sewer line (UPC 720.1(3)).

3. When a common trench is used for water service and side sewer lines, both pipes shall be bedded in material meeting WSDOT 9-03.12(3) Gravel Backfill for Pipe Zone Bedding as shown in following table:

Sieve Size	Percent Passing by Weight
1.5"	99-100
1"	75-100
5/8"	50-100
U.S. No. 4	20-80
U.S. No. 40	3-24
U.S. No 200	10.0 max
Sand Equivalent	35 min.

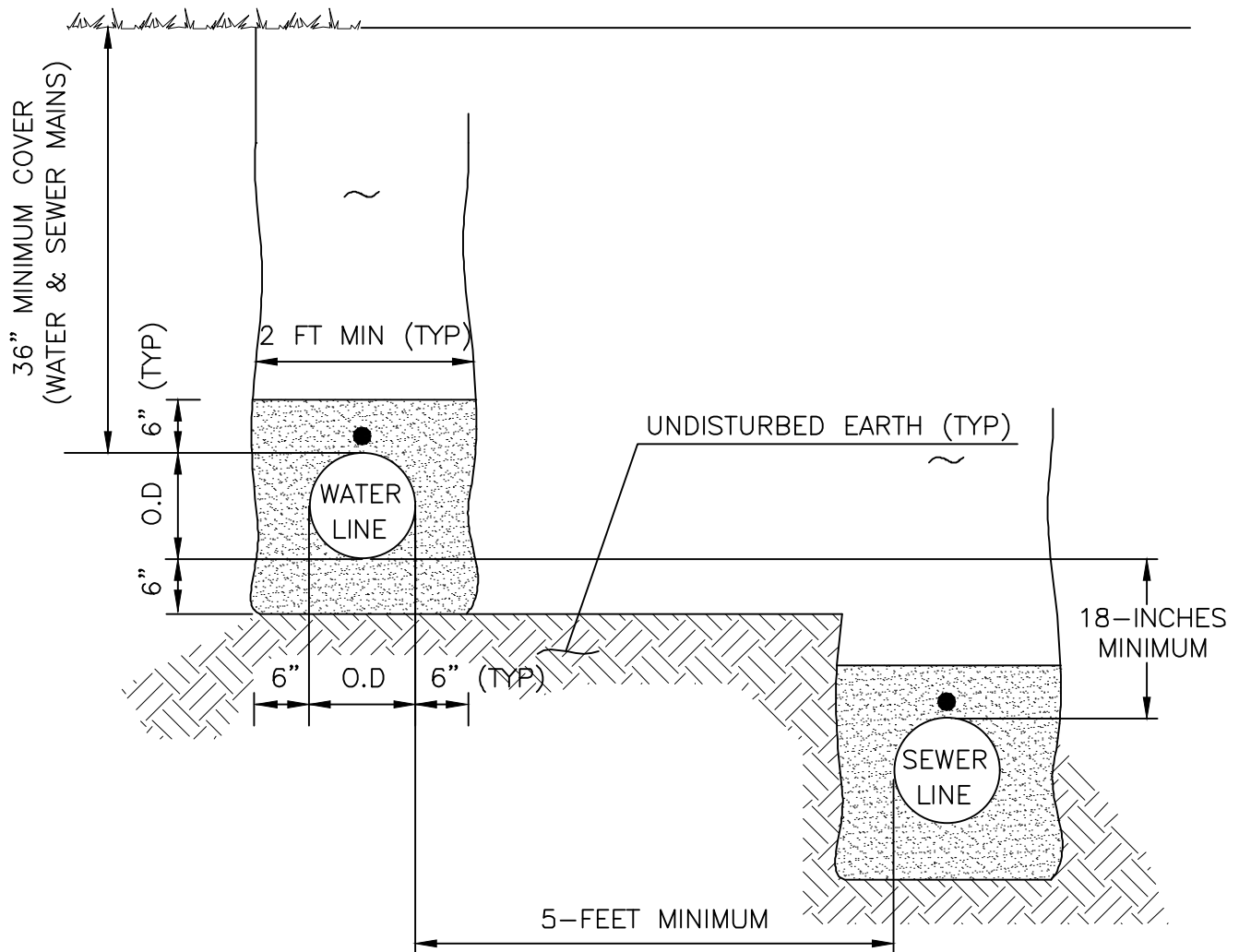


COMMON TRENCH DETAIL: PRIVATE WATER SERVICE LINE  
AND SIDE SEWER LINE

STANDARD DETAIL

G8

Page 65 of 216  
3/11/2020



#### NOTES:

1. When local conditions prevent the required 10-foot horizontal separation (parallel alignment) and minimum 18-inch vertical separation between public water lines and any sanitary sewer line, with the approval of the District Engineer, details of DOE "Criteria for Sewage Works Design" Section C1-9.1.2 shall be followed.
2. The water line shall be laid on a bench of undisturbed earth with the bottom of the water line at least 18-inches above the crown of the sewer and shall have at least 5-feet of horizontal separation at all times. Additional mitigation efforts, such as impermeable barriers, may be required by the appropriate state and local agencies.
3. If the 18-inch vertical separation cannot be obtained, the sewer shall be constructed of materials and joints that are equivalent to water main standards of construction and shall be pressure tested to ensure water tightness prior to backfilling. Adequate restraint should be provided to allow testing to occur. See DOE "Criteria for Sewage Works Design Section C1-9.1.2.
4. Trench bedding, backfill, tracer wire, detector tape and restoration per Standard Detail G4.

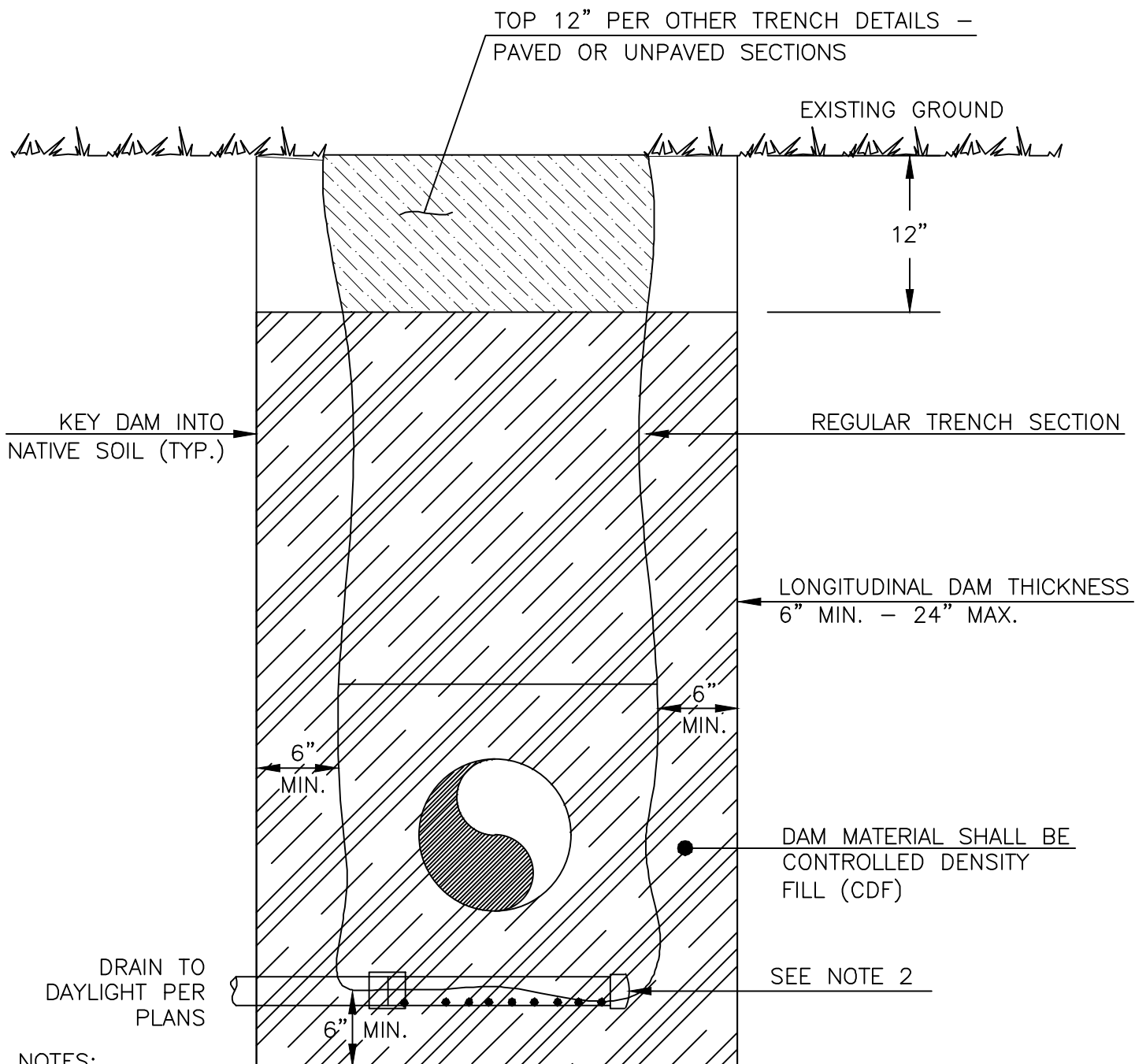


#### WATER LINE AND SEWER LINE TRENCH DETAIL UNUSUAL CONDITIONS

STANDARD DETAIL

**G9**

Page 66 of 216  
3/11/2020



NOTES:

1. TRENCH DAMS SHALL BE LOCATED AS PER GENERAL NOTES OR PER PROJECT PLAN AND PROFILE SHEETS.
2. INSTALL 4 INCH PVC CAP, PERFORATED DRAIN PIPE WITH HOLES FACING DOWN, COUPLER, AND SOLID PVC PIPE 1 TO 2 FEET OUTSIDE THE LIMITS OF THE CDF ON THE UPHILL SIDE OF THE TRENCH DAM. INSTALL DRAIN ROCK (WSDOT 9-03.12(4)) 6 INCHES ON ALL SIDES OF PERFORATED PIPE. SEPARATE DRAIN ROCK FROM OTHER MATERIAL USING GEOTEXTILE FOR UNDERGROUND DRAINAGE PER WSDOT 9-33.2, TABLES 1&2, MODERATE SURVIVABILITY, CLASS C.



TRENCH DAM WITH DRAIN

STANDARD DETAIL

**G10**

Page 67 of 216  
3/11/2020

BOLLARD EQUAL TO CAL PIPE 6"  
POWDER-COATED SCH 80 CARBON  
STEEL IBP06080. COLOR SHALL BE  
SAFETY YELLOW OR TO MEET HOA  
STANDARDS, AS APPLICABLE.

REFLECTIVE WHITE TAPE, 4  
LAYERS, TOP AND BOTTOM

5'6" FOOTING DEPTH

#4 HOOPS @ 12" OC

(6) #4 VERTS EQUALLY  
SPACED

2'6" DIAM.

BOLLARD DETAIL (NOT TO SCALE)

NOTES:

1. REINFORCING STEEL SHALL BE WITH ASTM A706, GRADE 60 WITH 16 GAUGE MINIMUM TIE WIRE. USE PRE-CAST CONCRETE BLOCKS TO SUPPORT BARS OFF GROUND WITH MINIMUM 2-INCH CONCRETE PROTECTION ALL SIDES.
2. CONCRETE FOR BOLLARD FOUNDATION SHALL BE MINIMUM 4,500 PSI 28-DAY COMPRESSIVE STRENGTH.



BOLLARD DETAIL

STANDARD DETAIL

**G11**

Page 68 of 216  
3/11/2020



## WATER SYSTEM NOTES

1. Water distribution system materials, trenching, bedding, installation, backfilling, disinfection, and testing shall meet the requirements of WSDOT 7-09.
2. All water piping and appurtenances in contact with potable water shall be certified under NSF-61 for potable water use in accordance with WAC 246-290-220.
3. Water main pipe shall be class 52 ductile iron per WSDOT 9-30.1(1) and encased in polyethylene encasement per WSDOT 9-30.1(2). Fittings for ductile iron pipe shall meet the requirements of WSDOT 9-30.2 (1).
4. Water Main Appurtenances. Valves shall have a minimum pressure rating of 200 psi. Gate valve installation shall conform to WSDOT 7-12. Gate valves shall be resilient-seated gate valves conforming to WSDOT 9-30.3(1) and AWWA C515 Standard for Resilient Seated Gate Valves. A cast iron valve box with a commercial concrete collar (18" x 18" x 6") shall be installed with each valve. An approved marking post shall be installed with each valve in accordance with WSDOT 7-12.3(1) for all valves not installed in pavement. Valves not in pavement shall have a 24" x 24" x 6" concrete collar cast around the valve box. Where a valve operating nut is more than 4-feet lower than grade, an American Flow Control Trench Adapter valve box and stem extension combination (or approved equal) must be installed.
5. Pressure reducing valves (2" and larger) shall be manufactured by Cla-Val, Watts, or approved alternate.
6. Service connections shall be installed per WSDOT 7-15. Lot corners shall be staked prior to service connection installations to assure services are installed in correct locations as shown on the approved plans.
7. The District Engineer shall witness pressure testing. Bacteriological sampling shall be conducted by a District certified operator (employee). Contractor shall provide the District Engineer 48-hours notice prior to conducting tests or sampling.
8. Water lines and appurtenances shall be pressure tested in accordance with WSDOT 7-09.3(23).
9. Before being placed into service, new water mains and repaired portions of, or extensions to, existing mains shall be flushed and disinfected by the Contractor in accordance with WSDOT 7-09.3(24) and the most current edition of the American Water Works Association (AWWA) Standard C651, Disinfecting Water Mains. As stated therein, the District requires two set of samples, either a) taken 16 hours apart or b) two samples are taken 15 minutes apart after a 16 hour rest period, satisfactorily passing bacteriological testing requirements (testing includes but is not limited to testing for total coliforms, fecal coliforms and E.coli found in the water sample) meeting current Washington State Department of Health (DOH) Standards, before connecting the new or repaired portion of main. Costs of bacteriological testing shall be borne by the Contractor. In addition, Contractor shall provide two chlorine concentration test reports to show the initial chlorine concentration is at least 50 mg/L, and to show the 24-hour residual chlorine concentration is at least 25 mg/L. All tests must be performed by a DOH-certified testing laboratory and sample-taking shall be performed by a District certified operator (employee). Bacteriological samples must be collected by the District. Chlorinated flush water must be dechlorinated and disposed of in accordance with WSDOT 7-09.3(24)A. If disposal is to the District's sanitary sewer system, Contractor shall coordinate with District staff to ensure



## WATER SYSTEM NOTES

STANDARD DETAIL

**W1**

Page 69 of 216  
3/11/2020

the rate of disposal does not overload the District's sewer system.

10. New services shall be pressure tested along with the new main. No use of water through a newly installed service shall be allowed until water main and service installation has been inspected, pressure tested, chlorinated and a satisfactory bacteria test received. After installation, the service connection shall be flushed prior to connecting the meter. No service is to be covered until the District's Inspector has inspected the initial installation. All corporations must be in an ON position and all angle valves must be in the OFF position.

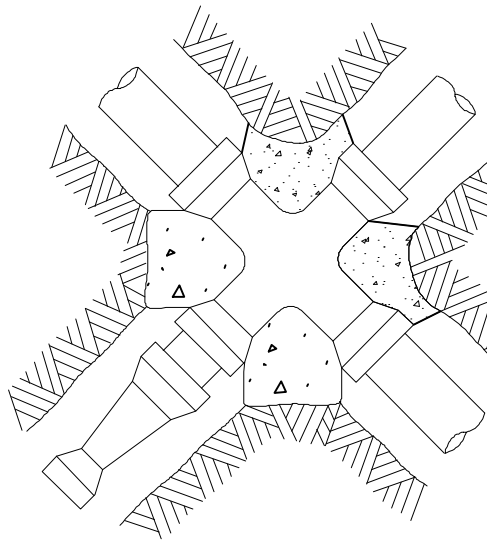
11. Service flow testing shall be done after water main pressure testing. During the inspection, every service shall be turned on to its full capacity to check flow and guarantee that each service line has been flushed.

12. Water service lines on the customer side of the water meter shall meet the requirements of the Uniform Plumbing Code (UPC).

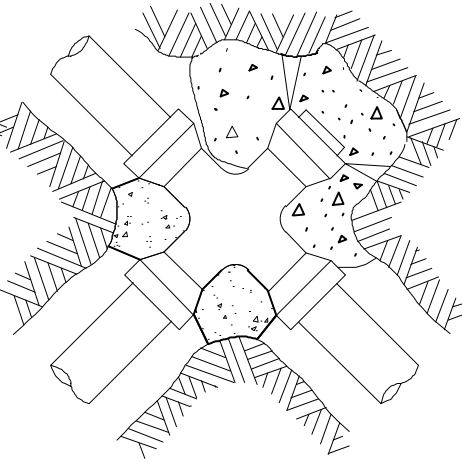
13. In accordance with District Administrative Code Section 4.3.6, all customers are required to install a Pressure Reducing Valve (PRV) downstream of the meter and dual check valve on the customer side of service to protect their plumbing systems from high pressure surges. A PRV inspection by District personnel is required prior to occupancy. See detail W11.

14. In accordance with WAC 246-290-490 and District Resolution No. 858, all cross-connections between the District's water distribution system and a consumer's water system shall be eliminated or controlled by the installation of a District approved backflow preventer commensurate with the degree of hazard. The District's Cross-Connection Control Program is available for review at the District office or on the District website ([www.lwwsd.org](http://www.lwwsd.org)).

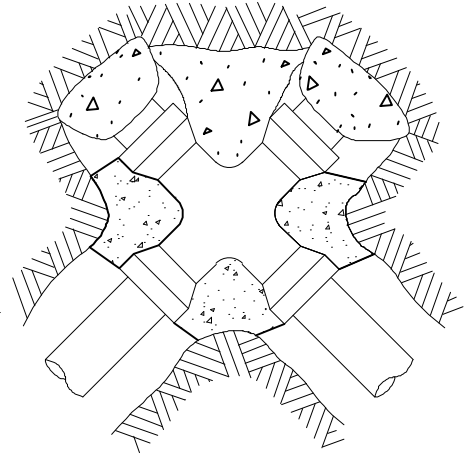




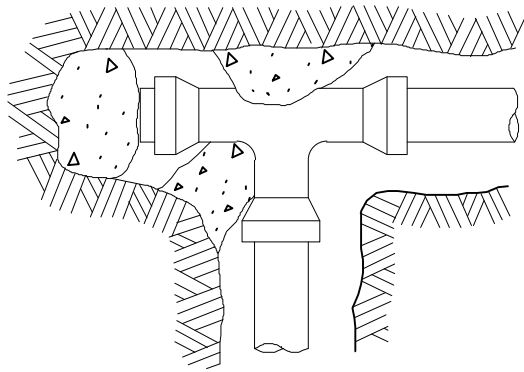
UNBALANCED CROSS  
(Use column A)



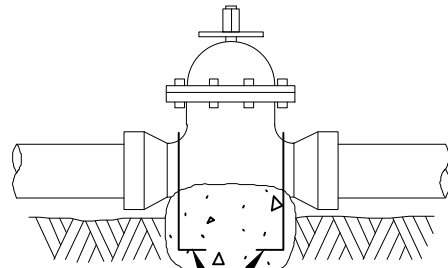
PLUGGED CROSS  
(Use column A)



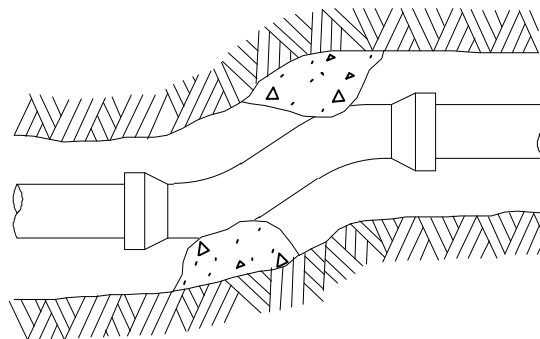
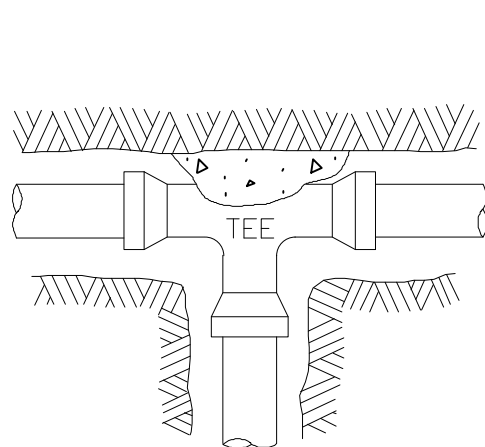
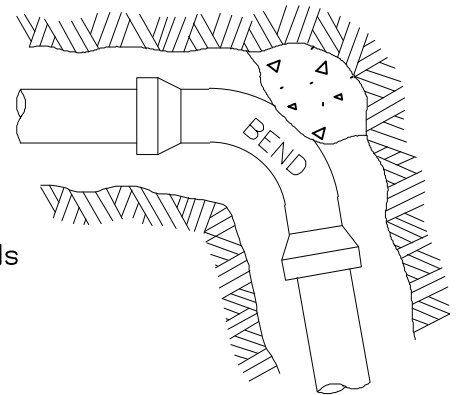
PLUGGED CROSS  
(Use column B)



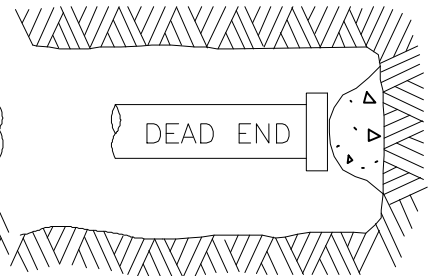
PLUGGED TEE  
(Use column B)



VALVE  
(Use column A)



OFFSET  
(Use columns B – E)



BASED ON WSDOT STANDARD PLAN  
B-90.40-00 DATED 6/8/06.



NOTES:

1. Contractor may substitute restrained joints & fittings with the approval of the district engineer. Calculation of the restrained pipe required length on each side of fittings for max pressure and soil type are required. Calculations shall be sealed by a professional engineer and submitted for review and approval.
2. Contractor to provide blocking adequate to withstand full test pressure.
3. Divide thrust by safe bearing load to determine required area (in square feet) of concrete to distribute load.
4. Areas to be adjusted for other pressure conditions.
5. Provide two 1" minimum diameter rods on valves up through 10" diameter. Valves larger than 10" require special tie rod design.

Size	Test Pressure PSI	Thrust at Fittings in Pounds				
		A	B	C	D	E
		Tee and Dead Ends	90° Bend	45° Bend	22.5° Bend	11.25° Bend
4"	250	3,140	4,440	2,405	1,225	615
6"	250	7,070	9,995	5,410	2,760	1,385
8"	250	12,565	17,770	9,620	4,905	2,465
10"	250	19,635	27,770	15,030	7,660	3,850
12"	250	28,275	39,985	21,640	11,030	5,545
14"	250	38,485	54,425	29,455	15,015	7,545
16"	250	50,265	71,085	38,470	19,615	9,855

Soil Type	Safe Bearing Load PSF
Muck, peat, etc.*	0
Soft clay	1,000
Sand	2,000
Sand and gravel	3,000
Sand and gravel cemented with clay	4,000
Hard shale	10,000

\*Restrained joints required in all cases.

BASED ON WSDOT STANDARD PLAN  
B-90.40-00 DATED 6/8/06.

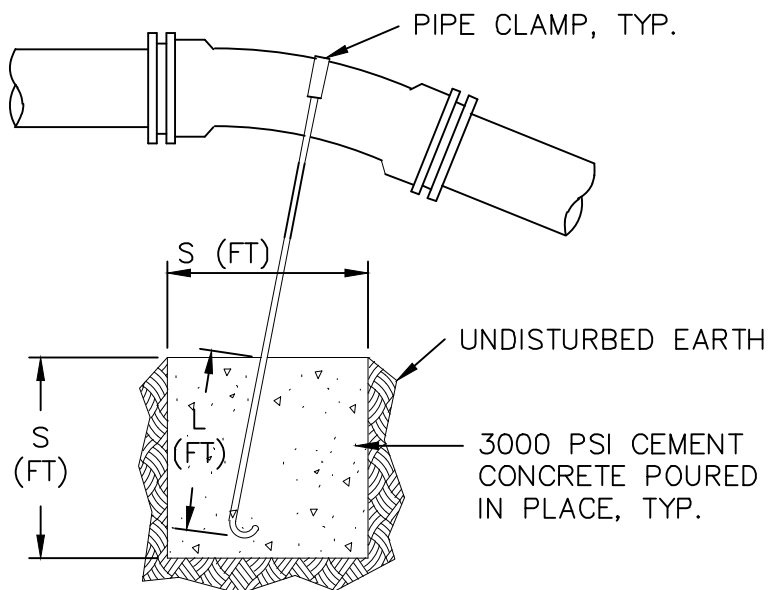


CONCRETE THRUST BLOCK  
Sheet 2 of 2

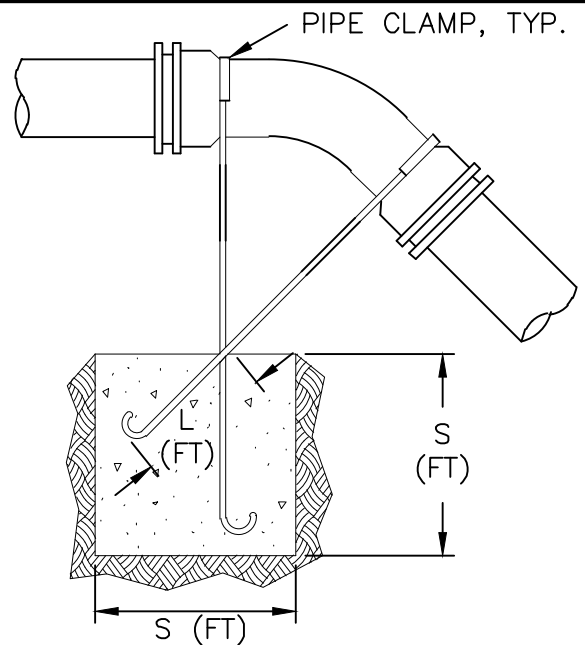
STANDARD DETAIL

**W4**

Page 72 of 216  
5/1/2014



BLOCKING FOR 11.25°, 22.5° OR 33.75°  
VERTICAL BENDS



BLOCKING FOR 45°  
VERTICAL BENDS

DIMENSION TABLE							
PIPE DIAM.	TEST PRESSURE (PSI)	BEND ANGLE	CONCRETE VOLUME (Cubic-Ft)	CUBE SIZE "S" (FT)	TIE ROD DIAM. (IN)	DEPTH OF RODS IN CONCRETE "L" (IN)	PIPE CLAMP SIZE (DxW)
4"	300	11.25°	8	2.0	5/8"	18"	3/8" X 2"
		22.5°	11	2.2		24"	
		33.75°	17	2.6			
		45°	30	3.1			
6"	300	11.25°	11	2.2	5/8"	24"	1/2" X 2-1/2"
		22.5°	25	2.9			
		33.75°	41	3.5			
		45°	68	4.1			
8"	300	11.25°	16	2.5	5/8"	24"	1/2" X 2-1/2"
		22.5°	47	3.6	3/4"		
		33.75°	70	4.1			
		45°	123	5.0			
12"	250	11.25°	32	3.2	5/8"	24"	3/4" X 3"
		22.5°	88	4.5	7/8"		
		33.75°	132	5.1			
		45°	232	6.1			

NOTE:

GALVANIZED STEEL BAR, PER TABLE

1. TIE RODS SHALL BE STAINLESS STEEL, DIAMETER AS SPECIFIED.
2. PIPE CLAMP SHALL BE GALVANIZED. BAR AND HARDWARE SHALL BE STAINLESS STEEL.
3. APPROVAL OF LOCATION FROM THE DISTRICT IS REQUIRED PRIOR TO INSTALLATION.



BASED ON ALDERWOOD WATER &  
WASTEWATER STANDARD WD-12  
11-2015

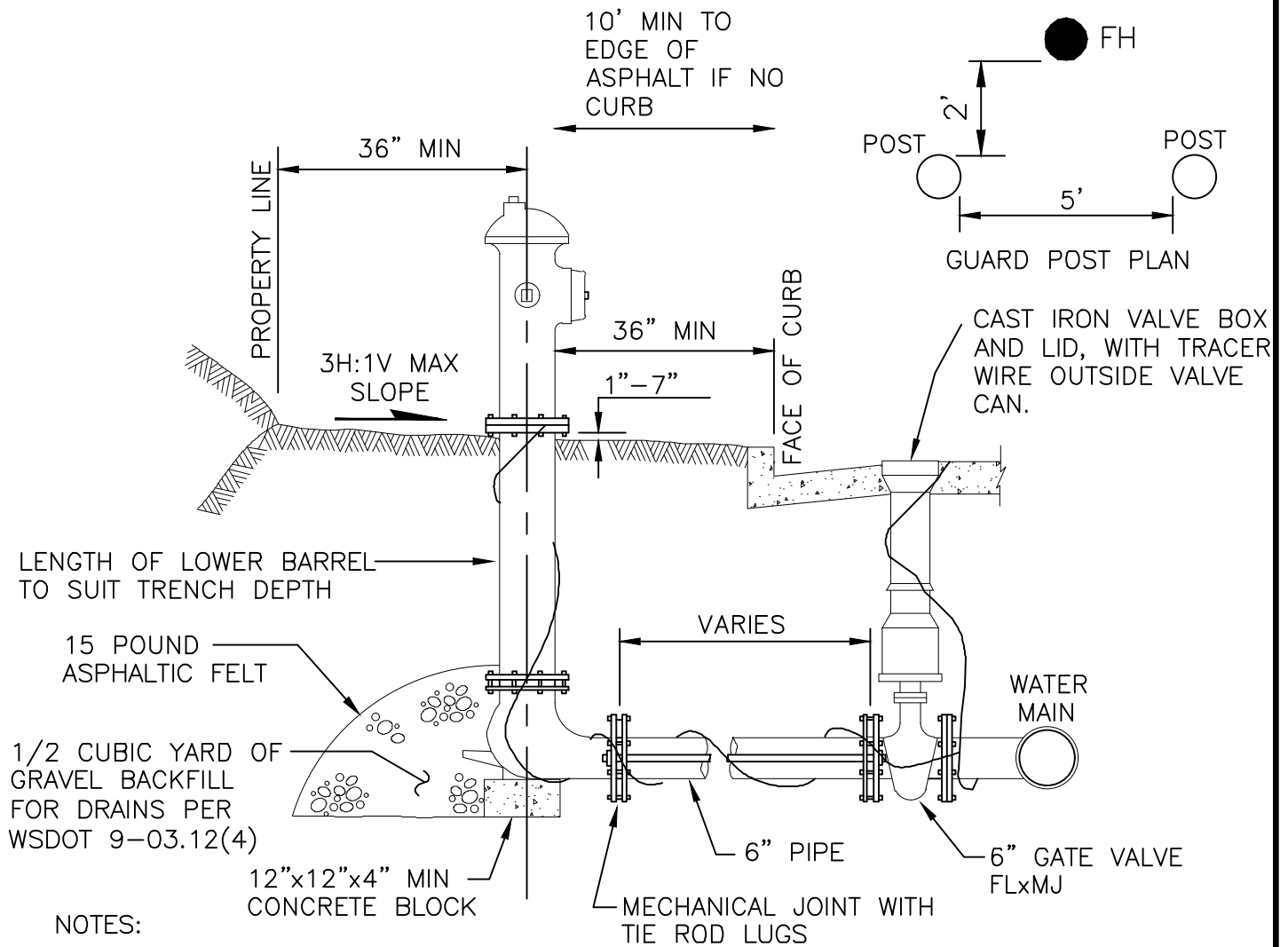
CONCRETE THRUST BLOCK  
FOR CONVEX VERTICAL BENDS

STANDARD DETAIL

**W5**

Page 73 of 216  
3/11/2020





1. Fire hydrants shall be 5-1/4" compression type MJ foot with National Standard Thread on 2-1/2" side ports, and 5" Stortz connection fitting on the steamer port. District standard fire hydrant manufacturers/models are: American Flow Control – Waterous Pacer 250, M&H – Style 929 Reliant, Clow – Medallion, and EJ 5CD250 3 nozzle with standard operating nut. Hydrant caps & bells shall be painted bright industrial yellow in accordance with South Whatcom Fire Authority and Whatcom County Fire District #4 requirements. Hydrant barrel extensions shall be provided and installed as required.

2. Shackle rods shall be installed with Romac ductile lugs. Tie rods shall be 3/4" diameter Type 316 stainless steel (for up to 12" diameter main) with Type 316 stainless steel hardware. Restrained joints may be substituted for tie rods with approval of District Engineer.

3. Ground surface within 36" of hydrant shall be smooth and clear of obstructions on all sides.

4. A minimum of two guard posts shall be provided. Guard posts per Bollard Detail S11). Bollard locations shall be per the District.

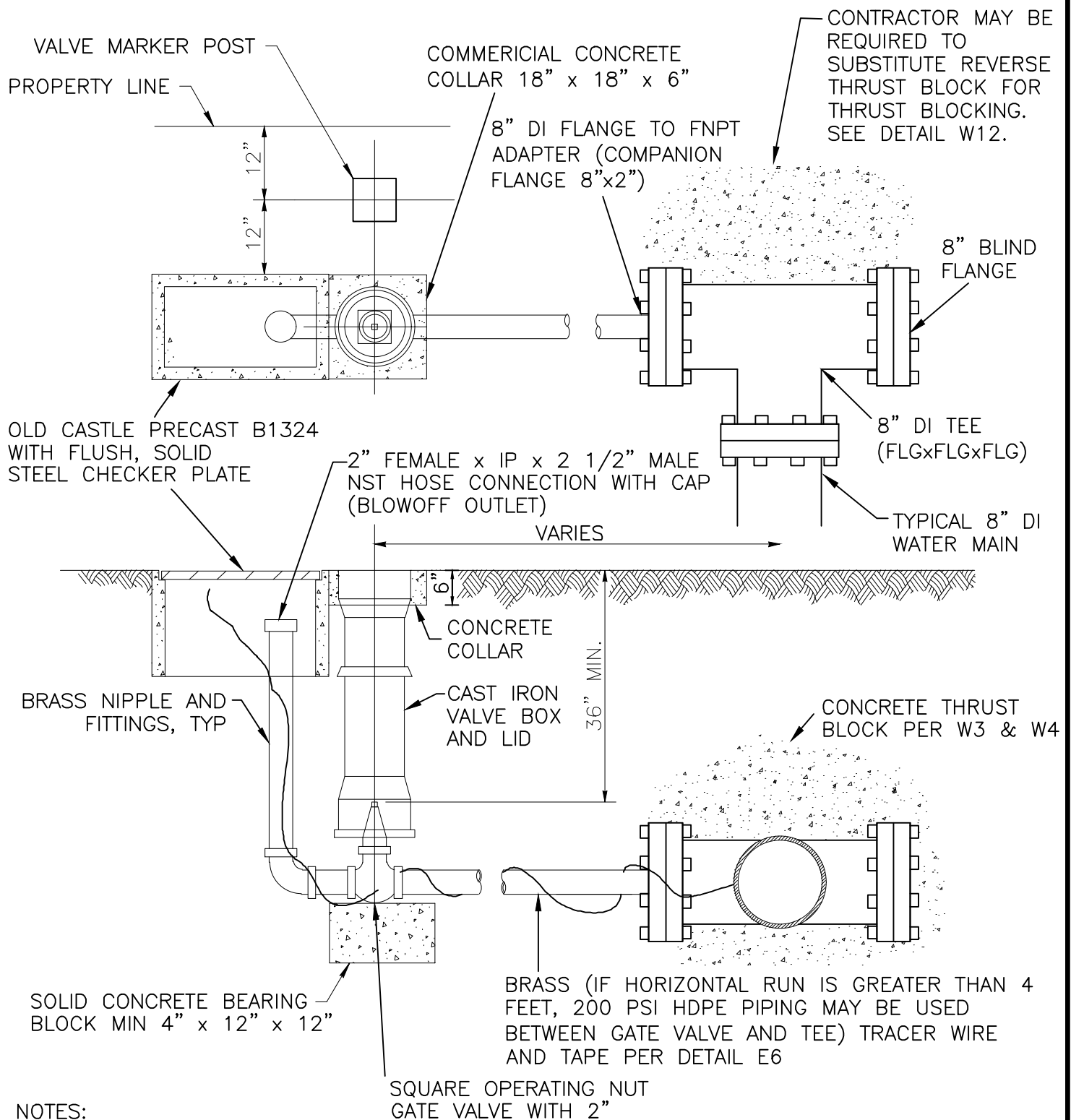


## FIRE HYDRANT ASSEMBLY

STANDARD DETAIL

**W6**

Page 74 of 216  
3/11/2020



NOTES:

1. Valve and piping to valve shall be 2" unless otherwise noted on plans.
3. Locate blowoff outlet near property corner if possible.
4. An 8-inch gate valve (FLxMJ) is required on the tee if future water main extension is possible.

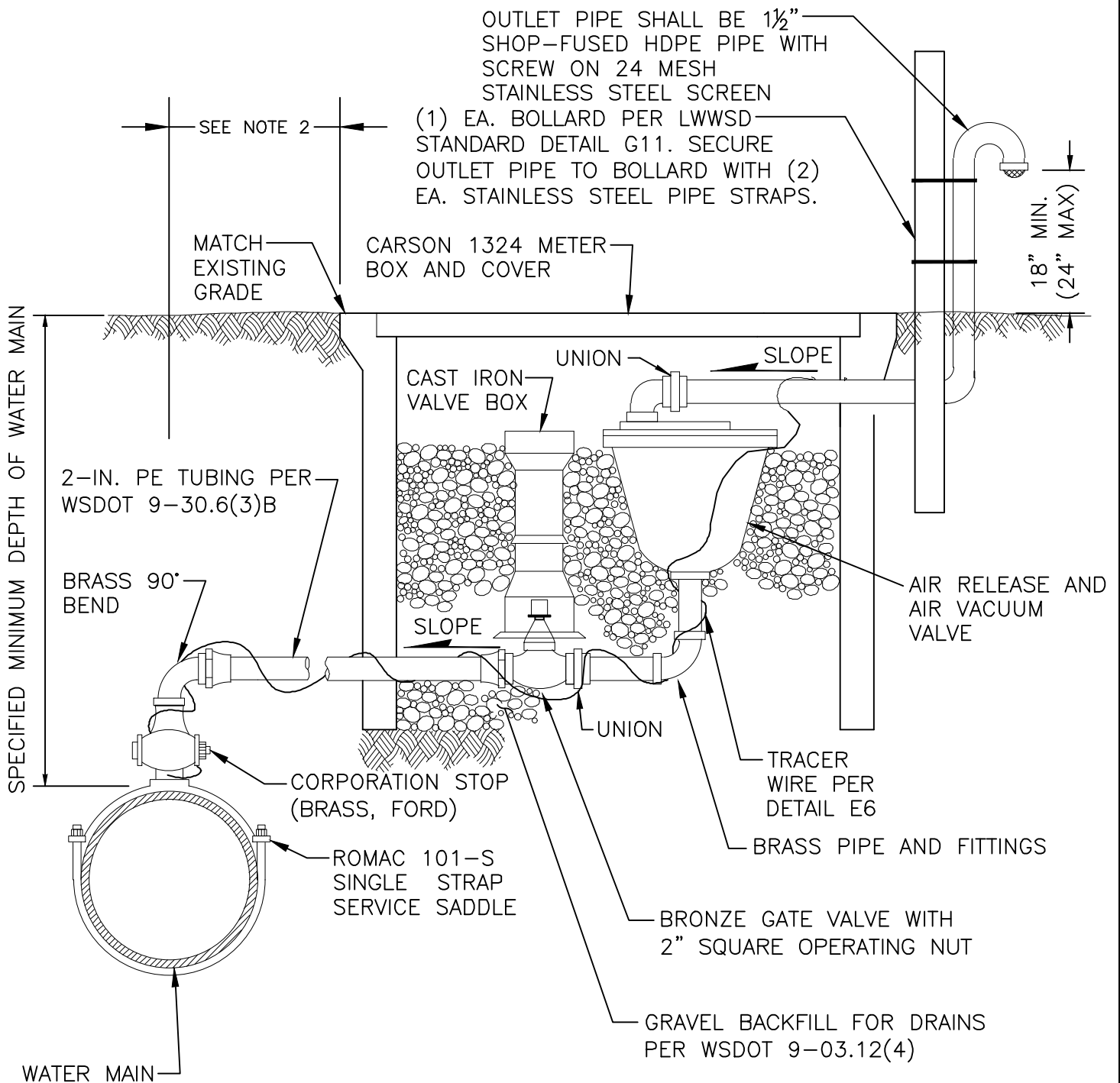


2 INCH BLOWOFF ASSEMBLY

STANDARD DETAIL

**W7**

Page 75 of 216  
3/11/2020



NOTES:

1. The Air/Vacuum Release Valves shall be 2-inch APCO Series 145C combination air-release/vacuum relief valve, single body, double orifice. Locate at the high point of the main, tap top of main.
2. Air/Vacuum Release assembly shall be installed along the right-of-way at location staked by engineer.

BASED ON WSDOT STANDARD PLAN  
B-90.30-00 DATED 6/8/06.



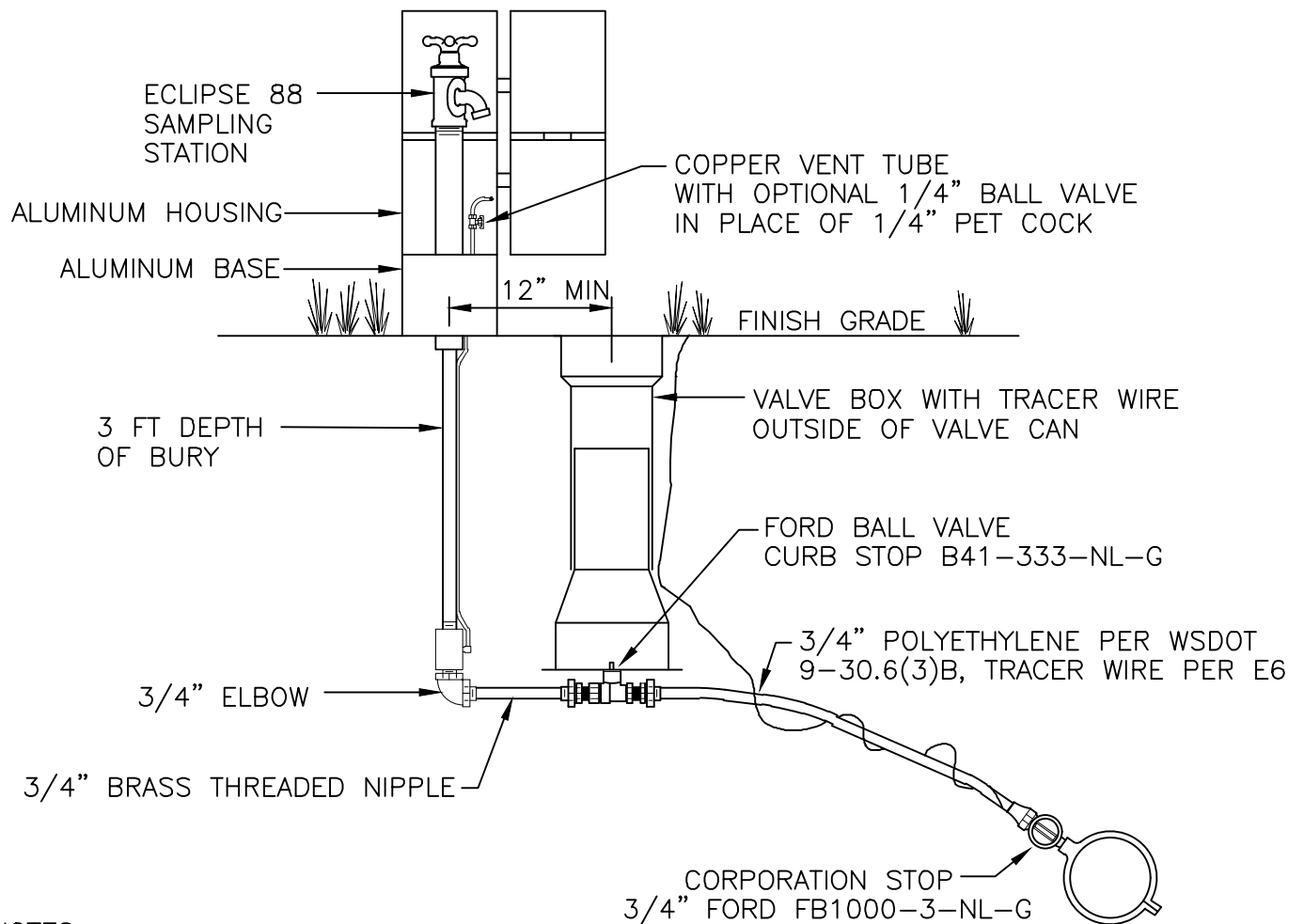
COMBINATION  
AIR RELEASE / AIR VACUUM  
VALVE ASSEMBLY

STANDARD DETAIL

**W8**

Page 76 of 216  
3/11/2020





NOTES:

1. Sampling stations shall be buried 3' bury, with a 3/4-inch FIP inlet, and a (3/4-inch hose or unthreaded) nozzle.
2. All stations shall be in a lockable, nonremovable, aluminum cast housing. Housing shall be painted green.
3. When opened, the station shall require no key for operation, and the water will flow in an all brass waterway.
4. All working parts will be of brass and be removable from above ground with no digging.
5. Exterior piping shall be brass pipe.
6. A copper vent tube will enable each station to be pumped free of standing water to prevent freezing and to minimize bacteria growth.
7. Sampling station shall be Eclipse No. 88, manufactured by Kupferle Foundry, St. Louis, MO 63102.

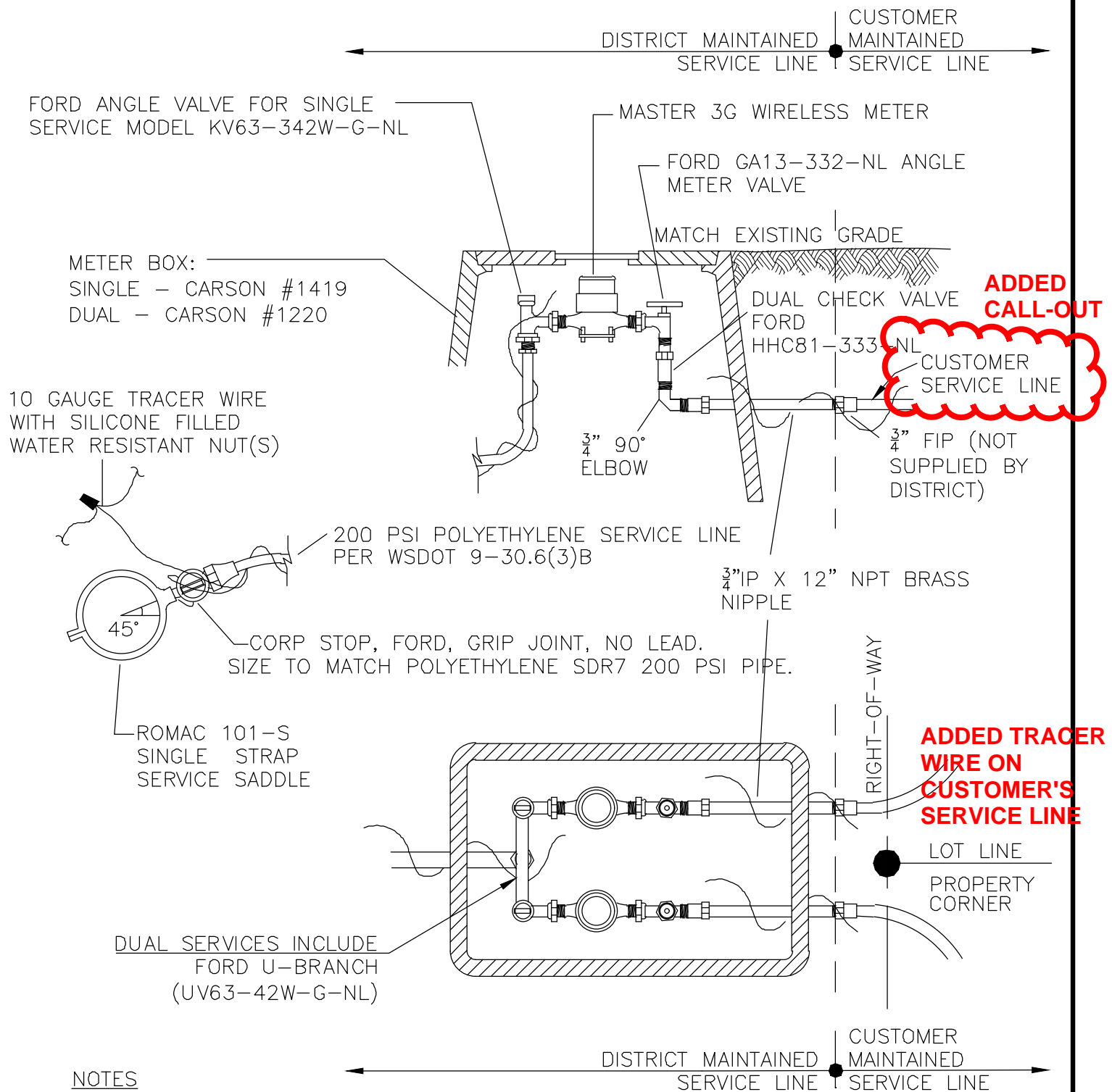


WATER SAMPLING STATION

STANDARD DETAIL

**W9**

Page 77 of 216  
3/11/2020



1. Service fittings shall be in accordance with WSDOT 9-30.6 except that PEX-a-tubing is not allowed and only compression (grip joint) fittings on service lines are allowed. All fittings shall be brass.
2. The water service pipe shall have a minimum of 30 inches depth and a maximum of 36 inches depth, including under ditch sections.
3. Meter boxes in traffic areas shall be rated for H-20 loading with a reader lid.
4. All customer water service lines require District inspection and approval before backfill.

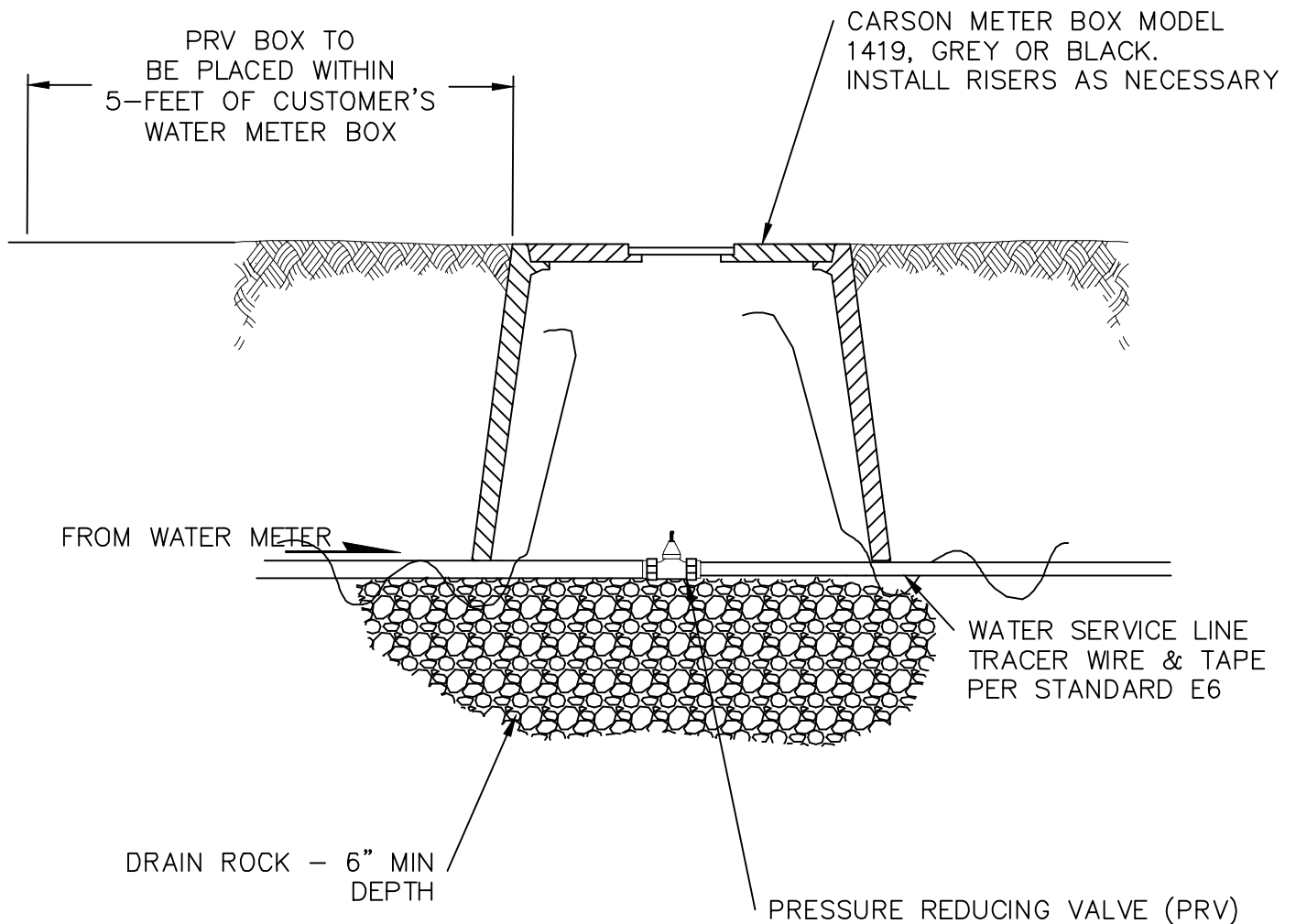


## WATER METER ASSEMBLY

STANDARD DETAIL

# W10

Page 78 of 216  
2/23/2022



#### NOTES

1. The pressure reducing valve assembly shall be located on the customer's property downstream of the water meter box assembly.
2. A pressure reducing valve is required for all water service lines.
3. All fittings shall be brass.
4. Installation, maintenance and operation of the pressure reducing valve is the responsibility of the property owner.



PRIVATE SERVICE PRESSURE REDUCING VALVE

STANDARD DETAIL

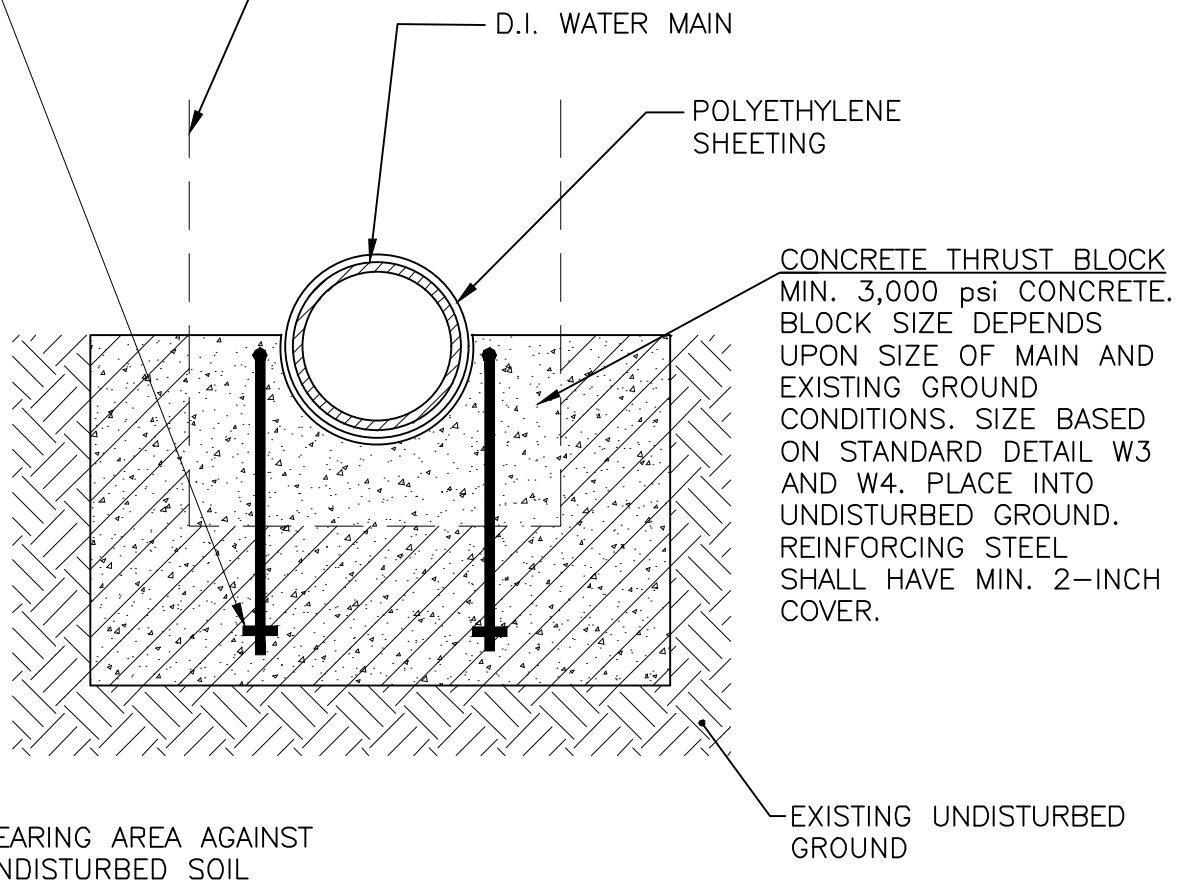
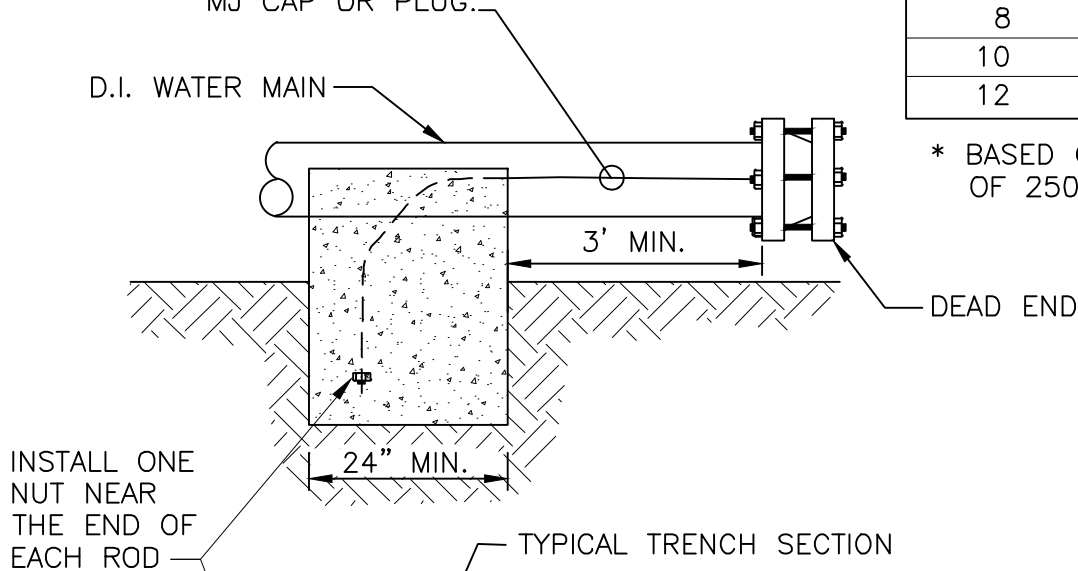
**W11**

Page 79 of 216  
3/16/2021

$\frac{3}{4}$ " DIA. TYPE 316 STAINLESS  
STEEL SHACKLE RODS WITH  
STAINLESS STEEL HARDWARE.  
ROMAC DUCTILE LUGS OR  
EYE BOLTS TO CONNECT TO  
MJ CAP OR PLUG.

WATER MAIN DIAMETER (IN)	NUMBER OF SHACKLE RODS*
4	2
6	2
8	3
10	4
12	6

\* BASED ON TEST PRESSURE  
OF 250 PSI



## REVERSE THRUST BLOCK

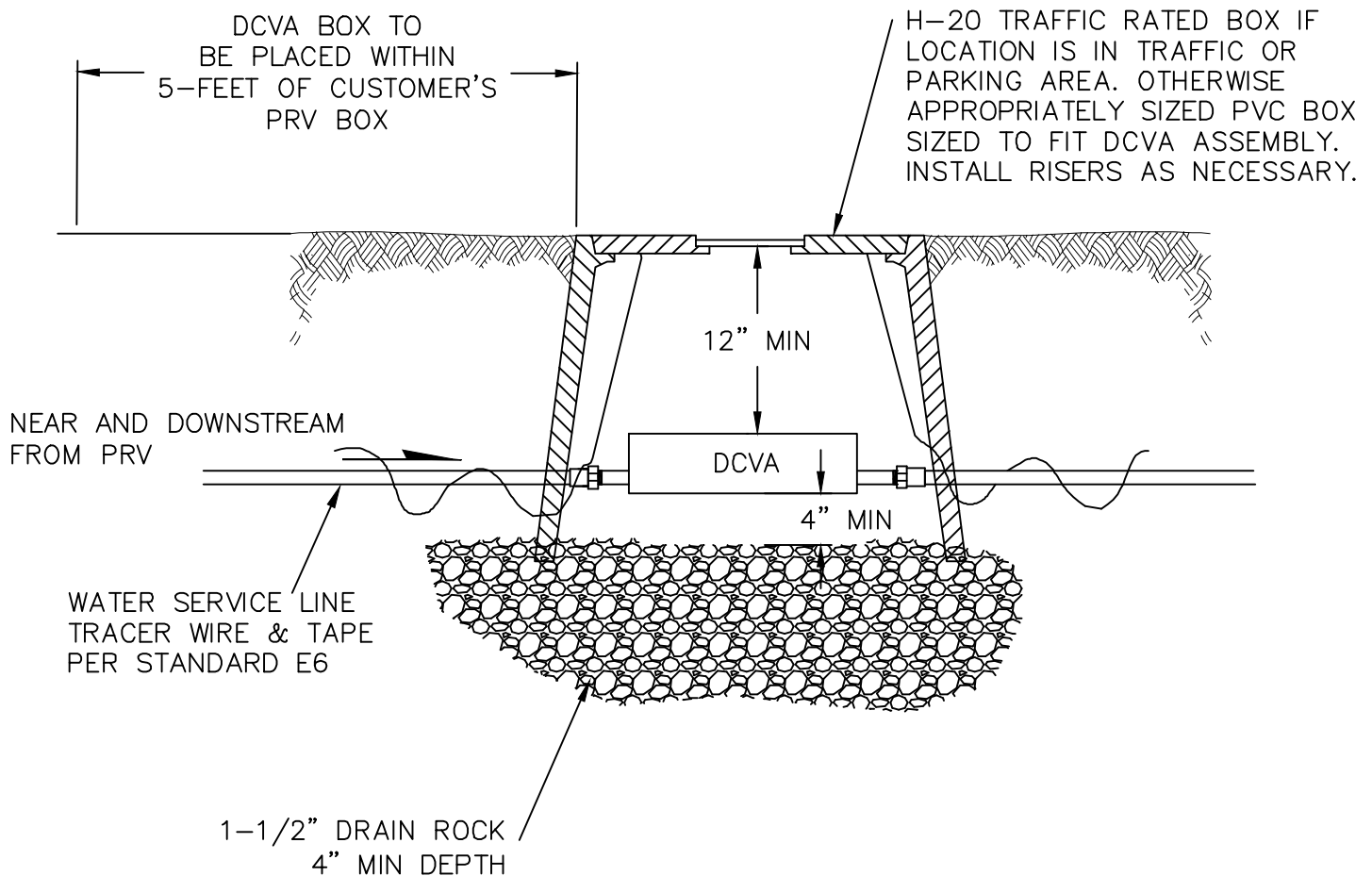
NOT TO SCALE

STANDARD DETAIL

# W12

Page 80 of 216  
3/11/2020

## NEW STANDARD DETAIL



### TEMPORARY CONSTRUCTION WATER – CONDITIONS TO TURN ON METER

1. A Washington State Department of Health approved double check valve assembly (DCVA) is installed a minimum of 12-inches below grade in a box near the property line just beyond the private pressure reducing valve (PRV).
2. After installation, installed DCVA shall be tested by a certified backflow assembly tester and the test report submitted to the District's Cross Connection Control Program Manager ([crossconnection@lwwsd.org](mailto:crossconnection@lwwsd.org)).
3. Cross Connection Control Program Manager has confirmed receipt of the DCVA test report.
4. Billing for both water and sewer begins when temporary construction water has been turned on by the District.



TEMPORARY CONSTRUCTION WATER  
DOUBLE CHECK VALVE ASSEMBLY

STANDARD DETAIL

W13

Page 81 of 216  
2/23/2022

## SEWER SYSTEM NOTES:

1. Sewer system materials, trenching, bedding, installation, backfilling, and testing shall meet the requirements of WSDOT 7-05 and WSDOT 7-17 and District standards detailed herein.
2. Gravity sewer pipe shall be ASTM D3034-SDR 35 PVC per WSDOT 9-05.12(1). In certain applications, the District may require class 52 ductile iron pipe, per WSDOT 9-30.1(1), encased in polyethylene encasement per WSDOT 9-30.1(2).
3. Pressure sewer pipe shall be class 52 ductile iron pipe per WSDOT 9-30.1(1) encased in polyethylene encasement per WSDOT 9-30.1(2) or PVC C900 class 150 per WSDOT 9-30.1(5). HDPE may be substituted with the approval of the District Engineer (pipe rating, resins, physical properties, dimensions and tolerances must be as specified in the American Water Works Associations (AWWA) Manual C901 for the specific design conditions).
4. Sewer service lines from the public sewer main to the cleanout adjacent to the building must be installed by a contractor on the District's current Bonded Side Sewer Contractor list.
5. All sewer system installations shall be inspected prior to backfill.
6. All gate valves for sewer force mains shall have a cast iron valve box with a commercial concrete collar (18" x 18" x 6") with each valve. Valves not in pavement shall have a 24" x 24" x 6" concrete collar cast around the valve box.
7. Side sewers, from main to private property line, shall meet the requirements of WSDOT 7-18. Side sewers shall have a minimum slope of 2%. Side sewers shall maintain a minimum cover of 36-inches and 30 inches under ditches. Side sewers and cleanout/test tee at property line shall be minimum 6-inches in diameter.
8. Side sewers within private property shall meet the requirements of the District Standards detailed herein. Gravity side sewers shall have a minimum slope of 2%. Minimum size for gravity sewer lines will be 4-inches for a single family residence and 6-inches for a multi-family residence up to a 4-plex. See Standard Detail S10 for requirements regarding layout (bends) and cleanouts. Sewer cleanouts shall be installed per WSDOT 7-19.
9. Grout for manholes shall be a non-shrinking cementitious grout, containing no gypsum or calcium sulfate Di-hydrate ( $\text{CaSO}_4 \cdot 2\text{H}_2\text{O}$ ), conforming to WSDOT 9-20.3(2), such as Rapid Set Cement All or approved equivalent. Grout shall be installed according to manufacturer's instructions. JET SET, BLUELINE, AND QUICKCRETE ARE NOT ALLOWED.
10. All sewer pipe and appurtenances shall be flushed and cleaned prior to being put into service. Debris shall not be allowed into the existing sewer system.



## SEWER SYSTEM NOTES

STANDARD DETAIL

# S1

Page 82 of 216  
3/11/2020

11. The District Engineer shall witness testing. Contractor shall provide the District Engineer 48-hours notice prior to conducting tests or sampling.

12. Pipe shall be tested after backfill by the low-pressure air test method per WSDOT 7-17.3(2)F. PVC pipe shall have a mandrel passed through it to check for any deflections in the pipe per WSDOT 7-17.3(2)G. All sewers shall be television inspected and video delivered to the District, with all costs borne by Contractor, before acceptance. Connection to the existing system is not permitted until final acceptance.

13. Side sewers on private property shall be cleaned and tested by either a low pressure air test or exfiltration water test at the option of the Contractor, as per WSDOT 7-17.3(2)A. Water testing shall follow WSDOT 7-17.3(2)B. As stated therein, leakage shall be no more than 0.28 gph per inch diameter per 100 feet of sewer, with a hydrostatic head of 6 feet above the crown at the upper end of the test section, or above the natural ground water table at the time of test, whichever is higher. The length of pipe tested shall be limited so that the pressure at the lower end of the Section tested does not exceed 16 feet of head above the invert.

Where the test head is other than 6 feet, the maximum leakage shall not exceed the amount determined from the following equation:

$$\text{Maximum leakage (in gallons per hour)} = 0.28 \times (\sqrt{H}/\sqrt{6}) \times D \times (L/100)$$

Where:

D = diameter (in.)

L = length of pipe (ft.)

H = test head (ft.)

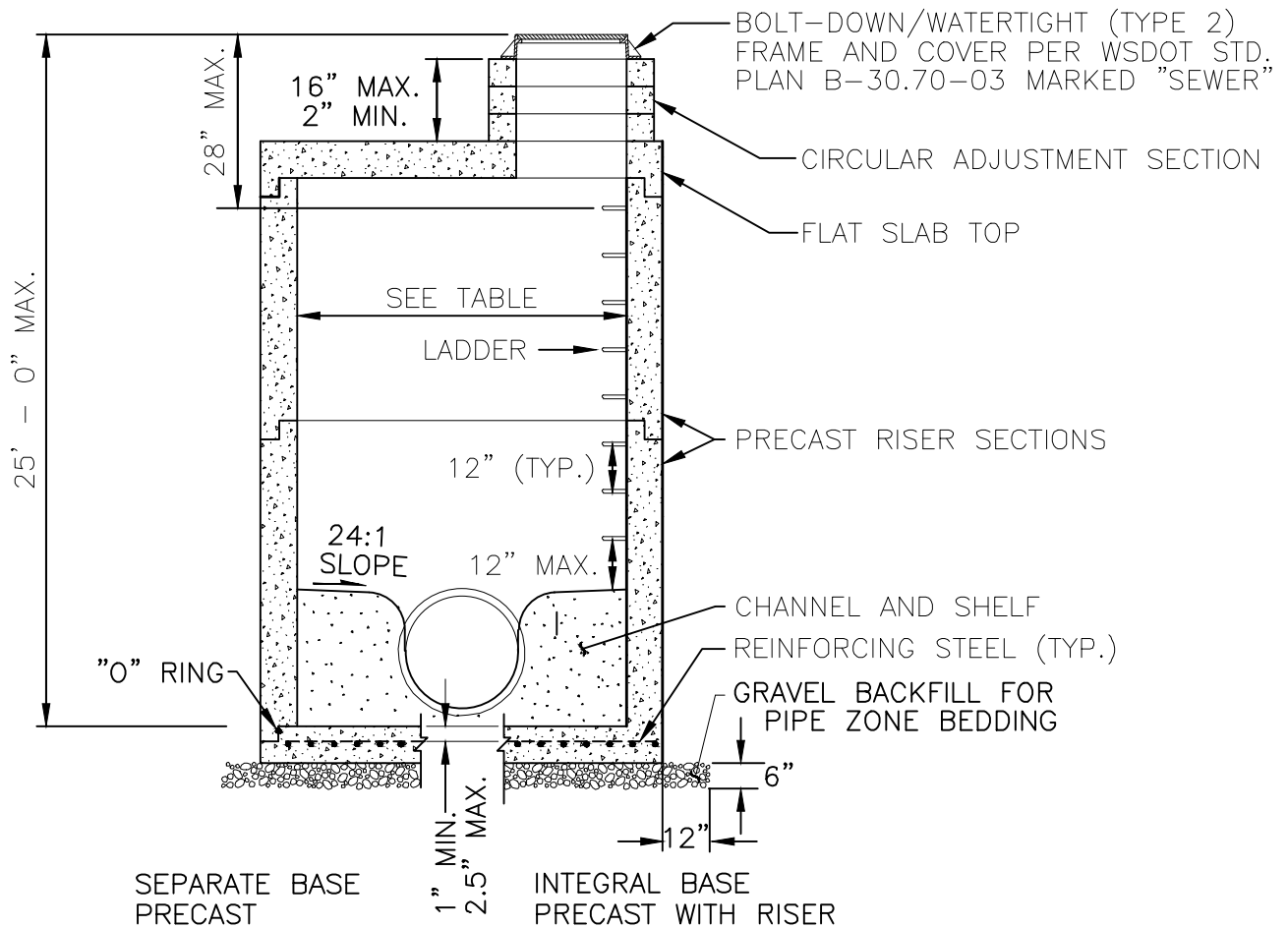
#### ADDED SPECIFICATION FOR AIR TESTING

Air testing may be done in lieu of a water test. An air test is acceptable when air is slowly supplied to the plugged pipe section until the internal air pressure reaches 4 psi and maintains for 5 minutes with no pressure loss.

14. Downspouts, foundation/crawl space sump pumps, yard drains, or any outside drains shall not be connected to sanitary sewer mains or services.

15. Contractor shall prepare Record Drawings of all new sanitary sewer main/lateral construction in accordance with Lake Whatcom Water and Sewer District Design Standards Section 1.2.1 (Record Drawings) and Standard Detail G-6.





MANHOLE DIMENSION TABLE

DIAM	MIN. WALL THICKNESS	MIN. BASE THICKNESS	MAXIMUM KNOCKOUT SIZE	MINIMUM DISTANCE BETWEEN KNOCKOUTS	PIPE ALLOWANCES PIPE MATERIAL WITH MAX. INSIDE DIAM.	
					ALL METAL	SOLID WALL PVC
48"	4"	6"	36"	8"	30"	30"
54"	4.5"	8"	42"	8"	36"	36"
60"	5"	8"	48"	8"	42"	42"
72"	6"	8"	60"	12"	54"	48"
84"	8"	12"	72"	12"	60"	48"
96"	8"	12"	84"	12"	72"	48"

NOTES:

- Knockouts shall have a wall thickness of 2" minimum to 2.5" maximum.
- No steps are required when height is 4' or less.

BASED ON WSDOT STANDARD PLANS  
B-15.60-02 AND B-10.20-01.



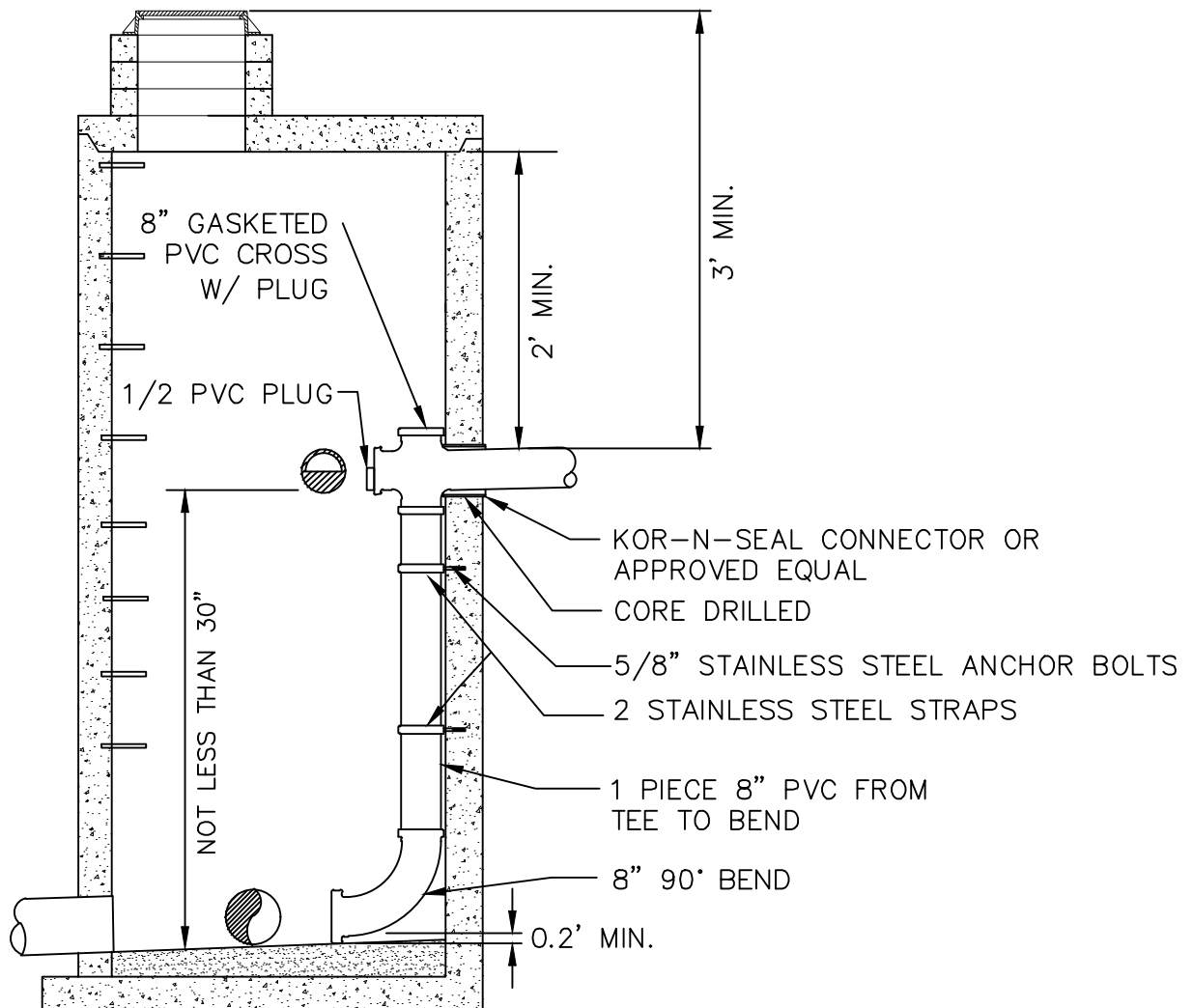
SANITARY SEWER MANHOLE TYPE 3

STANDARD DETAIL

**S3**

Page 84 of 216  
9/20/2017





NOTES:

1. Inside drop manhole shall be installed only where approved the District and when manhole width is minimum 60-inches, unless approved by the District.
2. Drop tee to be installed minimum of 2' below ceiling.
3. Size of manhole will increase with larger diameter pipe and shall be approved by the District Engineer.
4. Channel to outlet.

BASED ON CITY OF BELLINGHAM  
DRAWING SS-715 DATED 11/29/04.

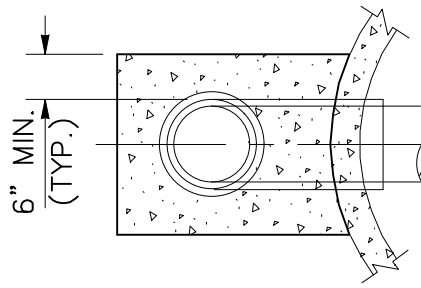


INSIDE DROP SEWER MANHOLE CONNECTION

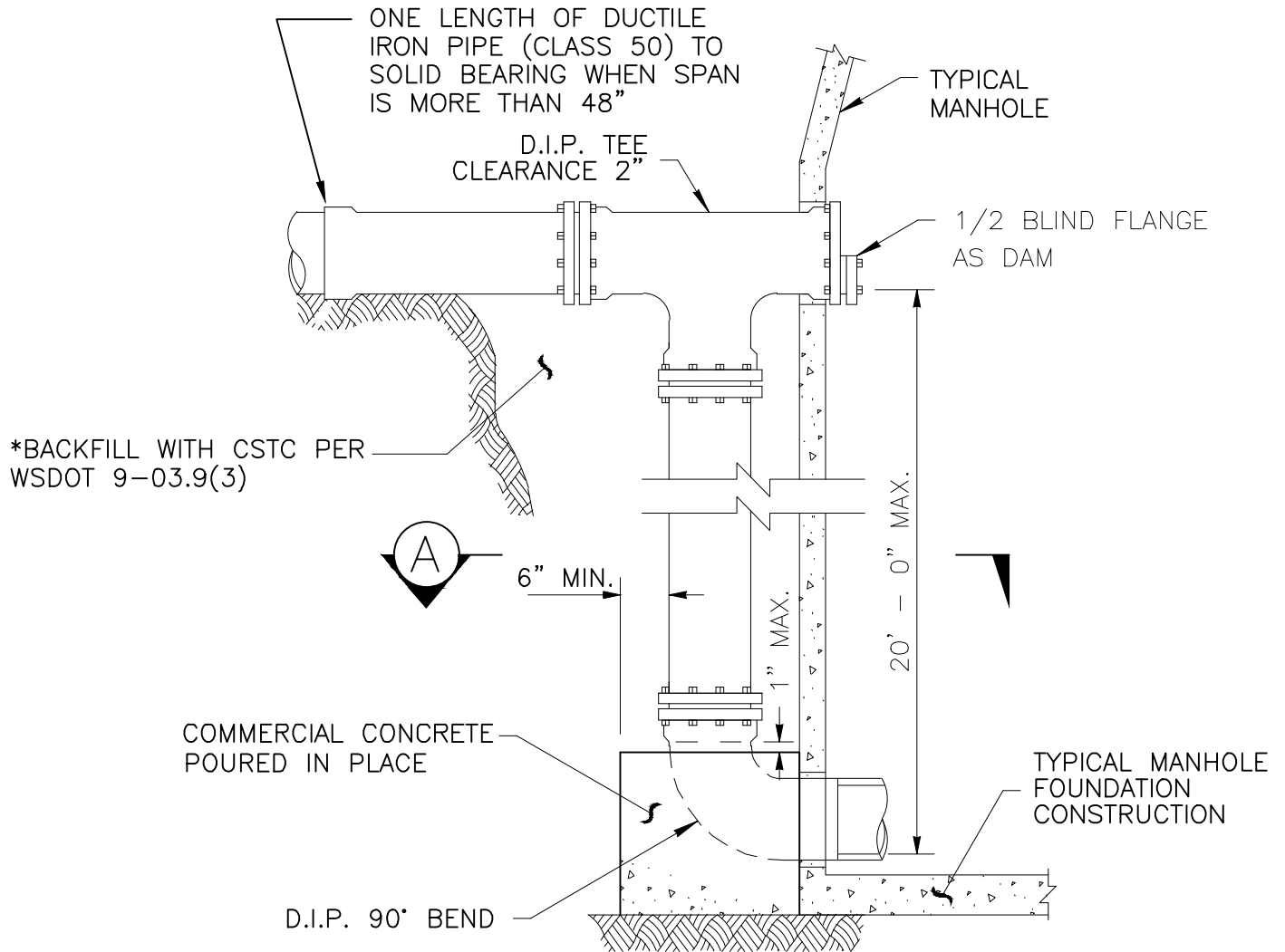
STANDARD DETAIL

**S4**

Page 85 of 216  
3/11/2020



SECTION (A)

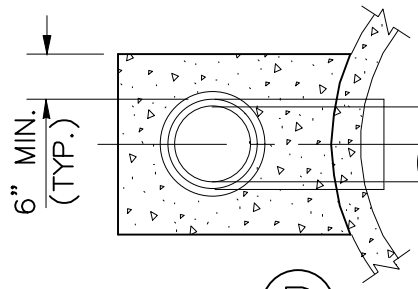


NOTES:

1. Outside drop manholes shall be installed only where approved by the District.
2. All pipe shall be minimum Class 52 ductile iron pipe.
3. \* Differs from WSDOT Std. Plan B-85.50-01

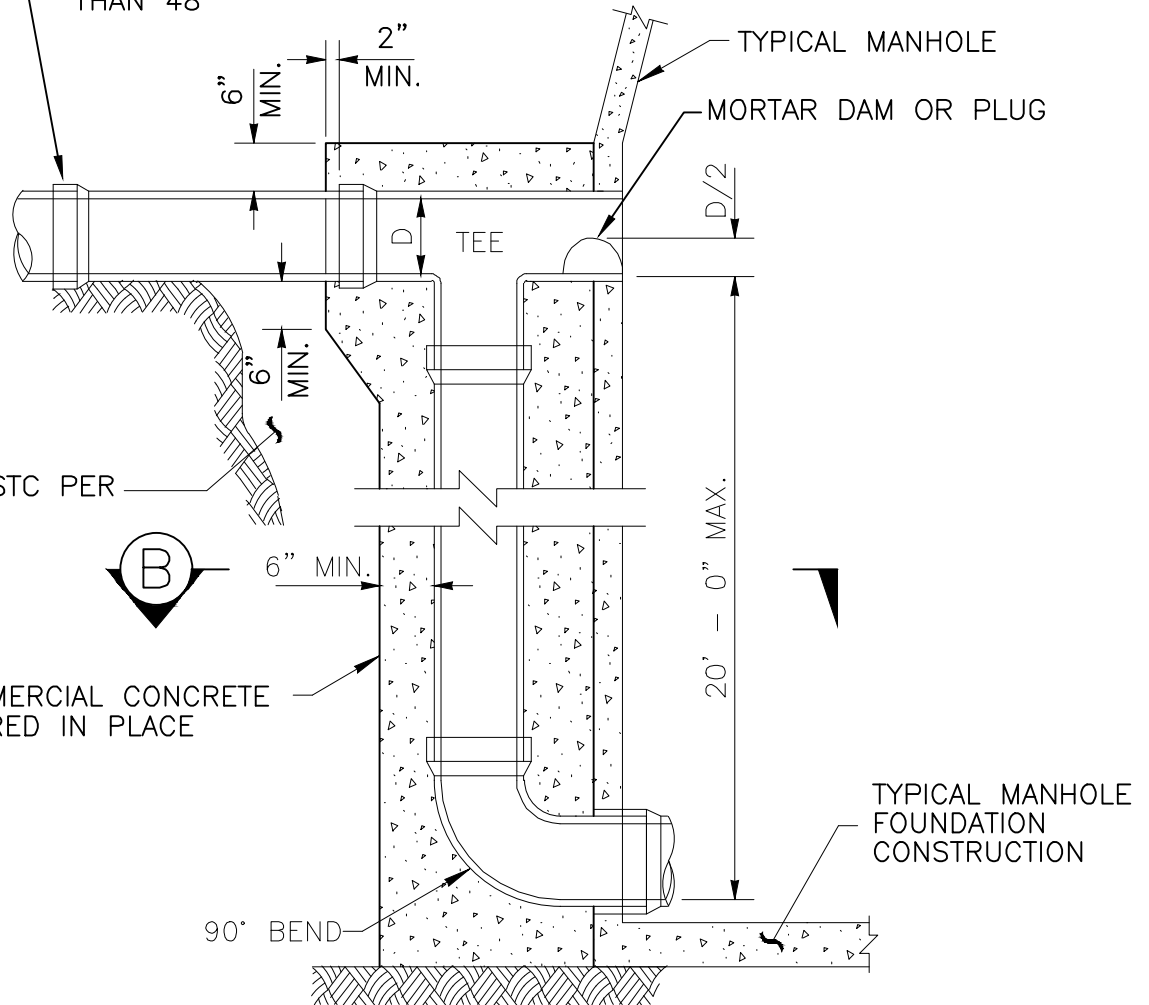
BASED ON WSDOT STANDARD PLAN  
B-85.50-01 DATED 6/10/08.





SECTION (B)

ONE LENGTH OF DUCTILE IRON PIPE (CLASS 50) TO SOLID BEARING WHEN SPAN IS MORE THAN 48"



NOTES:

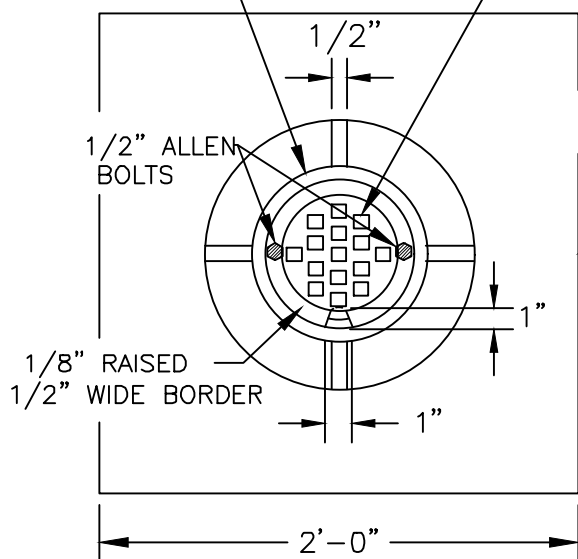
1. All pipe, except ductile iron pipe, shall be concrete encased.
2. Outside drop manhole shall be installed only where approved by the district.
3. \* Differs from WSDOT Std. Plan B-85.50-01.

BASED ON WSDOT STANDARD PLAN  
B-85.50-01 DATED 6/10/08.

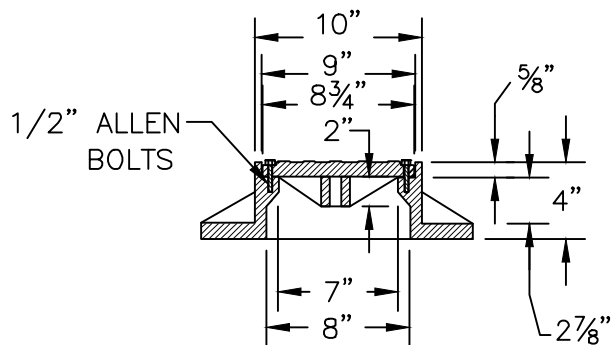


LOCKING TYPE ONLY

3/4" SQUARES SPACES AS INDICATED AND RAISED 1/8"

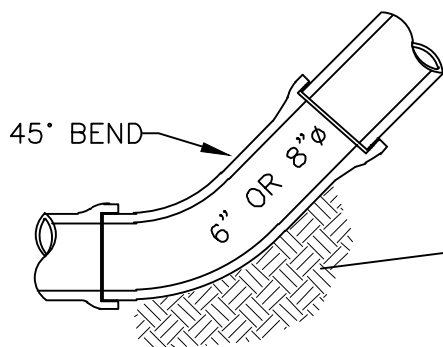
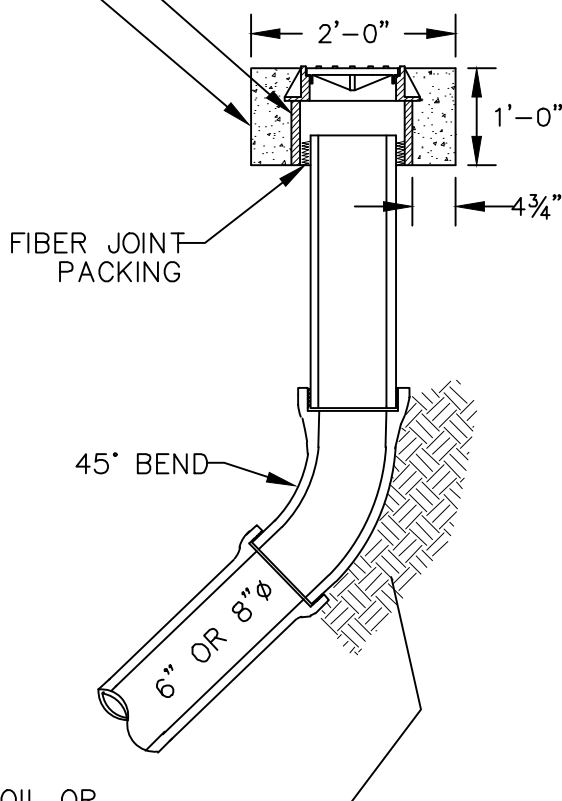


2' SQUARE CONCRETE BLOCK TO ENCASE CLEAN-OUT. IF CLEAN-OUT IS IN ASPHALT, THE BLOCK IS TO BE LEFT APPROXIMATELY 1.5" LOW TO ALLOW FOR AN ASPHALT TOPPING OF LIKE MIXTURE AS THE SURROUNDING AREA. IN ALL CASES THE CONCRETE BLOCK WILL BE 1 FOOT THICK.



CAST IRON RING AND COVER

ENCASE IN CONCRETE BLOCK



PLACE PIPE ON UNDISTURBED SOIL OR COMPACTED SOIL

NOT TO SCALE

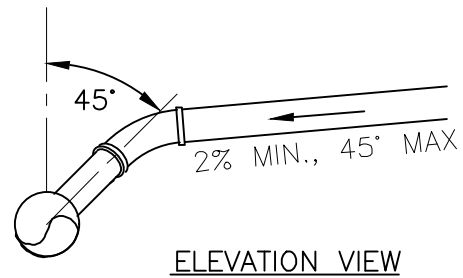
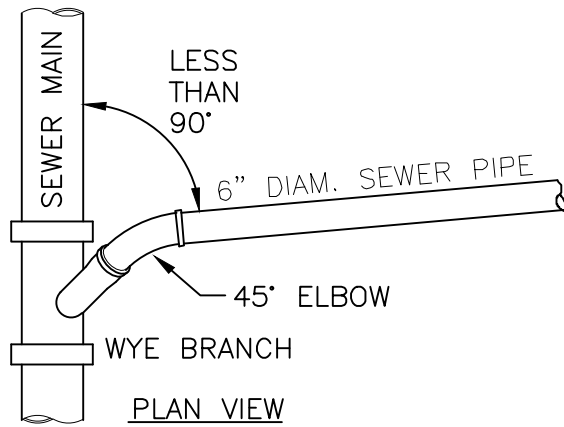


SEWER MAIN CLEANOUT

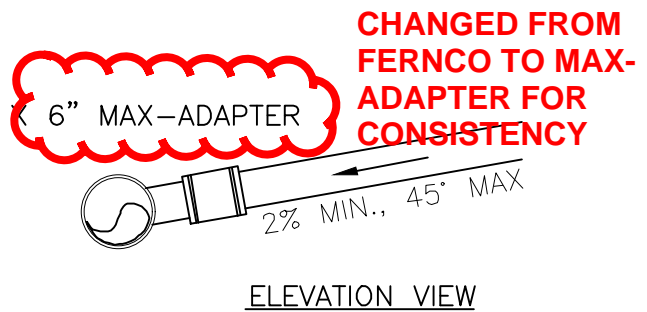
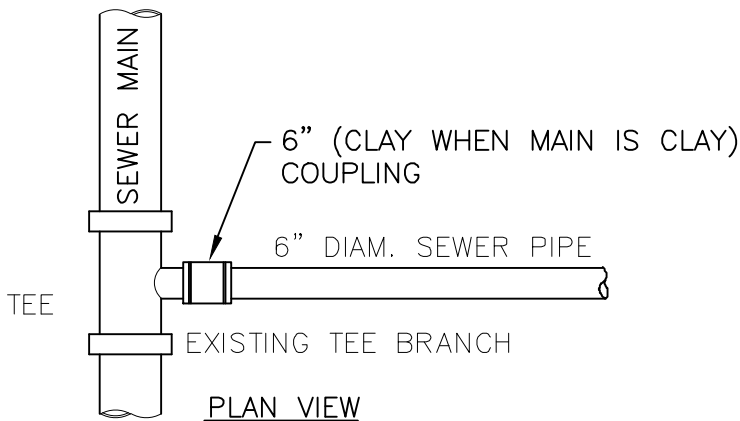
STANDARD DETAIL

S7

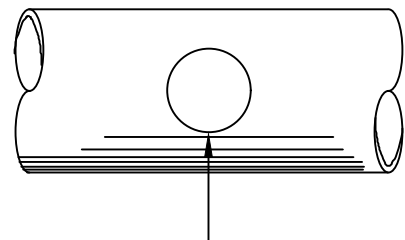
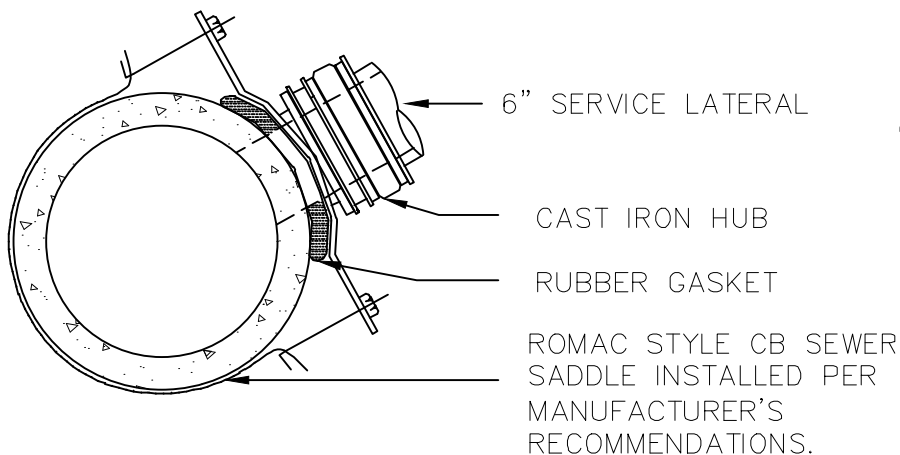
Page 88 of 216  
5/1/2014



## SERVICE LATERAL INSTALLED WITH NEW MAINS



## CONNECTION TO EXISTING TEE



ONLY WITH DISTRICT APPROVAL, MAX 6.4"Ø BORE HOLE FOR ROMAC STYLE CB SADDLE TAPPING SANITARY SEWER MAIN

### NOTES;

1. Install wye fitting with gaskets for new sewer installations
2. Pipe bedding shall Gravel Backfill for Pipe Zone Bedding per WSDOT 9-03.12(3).
3. Minimum cover to finish grade is 30". **REMOVED SAND AND PEA GRAVEL BEDDING FROM PIPE ZONE BEDDING.**
4. Core drill hole then remove coupon. Do not drop coupon into pipe.

## CONNECTION TO EXISTING SEWER (TAP)



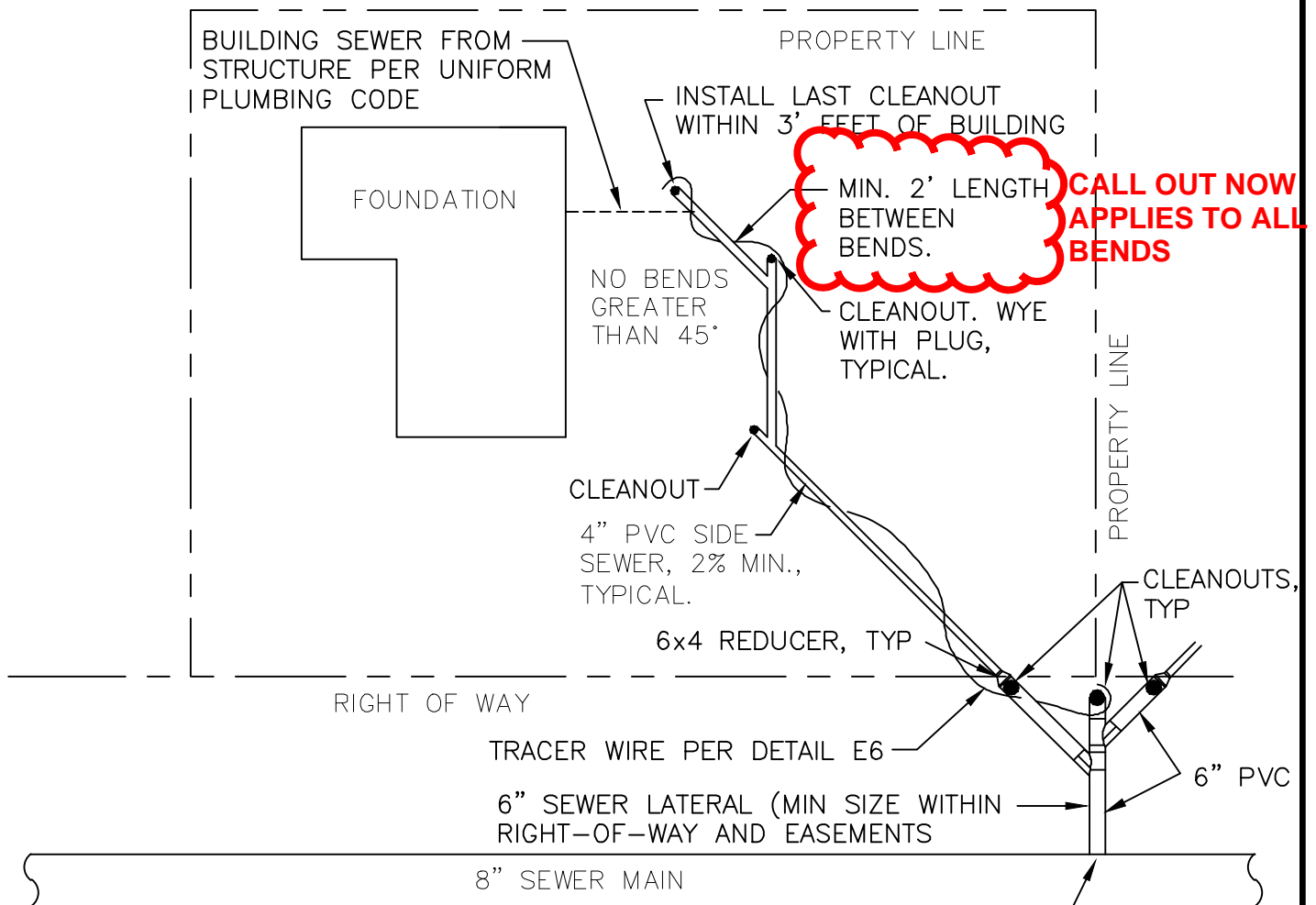
SEWER LATERAL CONNECTION TO MAIN

STANDARD DETAIL

**S8**

Page 89 of 216  
2/23/2022





DISTRICT MUST AUTHORIZE ALL CONNECTIONS TO MAINS.  
CONNECTIONS TO MAIN SHALL BE TO EXISTING LATERALS OR TEES.  
ONLY IN SPECIAL CASES SHALL A NEW MAIN TAP BE AUTHORIZED.

Notes:

1. All pipe from main to cleanout at foundation shall be PVC ASTM D3034 SDR 35, joints shall conform to ASTM D3212 using elastomeric gaskets conforming to ASTM F477. Fittings shall be injection molded, factory welded, or factory solvent cemented.
2. Minimum 18" of cover from property line to building.
3. Down spouts, sump pumps, outside drains and storm drainage shall not be connected to the sewer line.
4. Bends greater than 45° will not be accepted.
5. Minimum size for sewer lines will be 4" for single family residence and 6" for multi-family residence up to a 4 plex.
6. Cleanouts on service lines shall be installed at every change in horizontal alignment in excess of 22 1/2 degrees. **REMOVED "OR GRADE"**
7. Cleanouts shall be installed at intervals not to exceed 100 feet.
8. Cleanouts shall be installed for each aggregate horizontal change in direction exceeding 135 degrees.
9. A cleanout shall be installed within 3' of the building.
10. Transitions of different material type shall be with a MAXADAPTER coupling.
11. Side sewers passing under existing or future retaining walls must be installed within a District approved casing pipe.
12. Contractor shall prepare Record Drawings, per Sheet S-2.

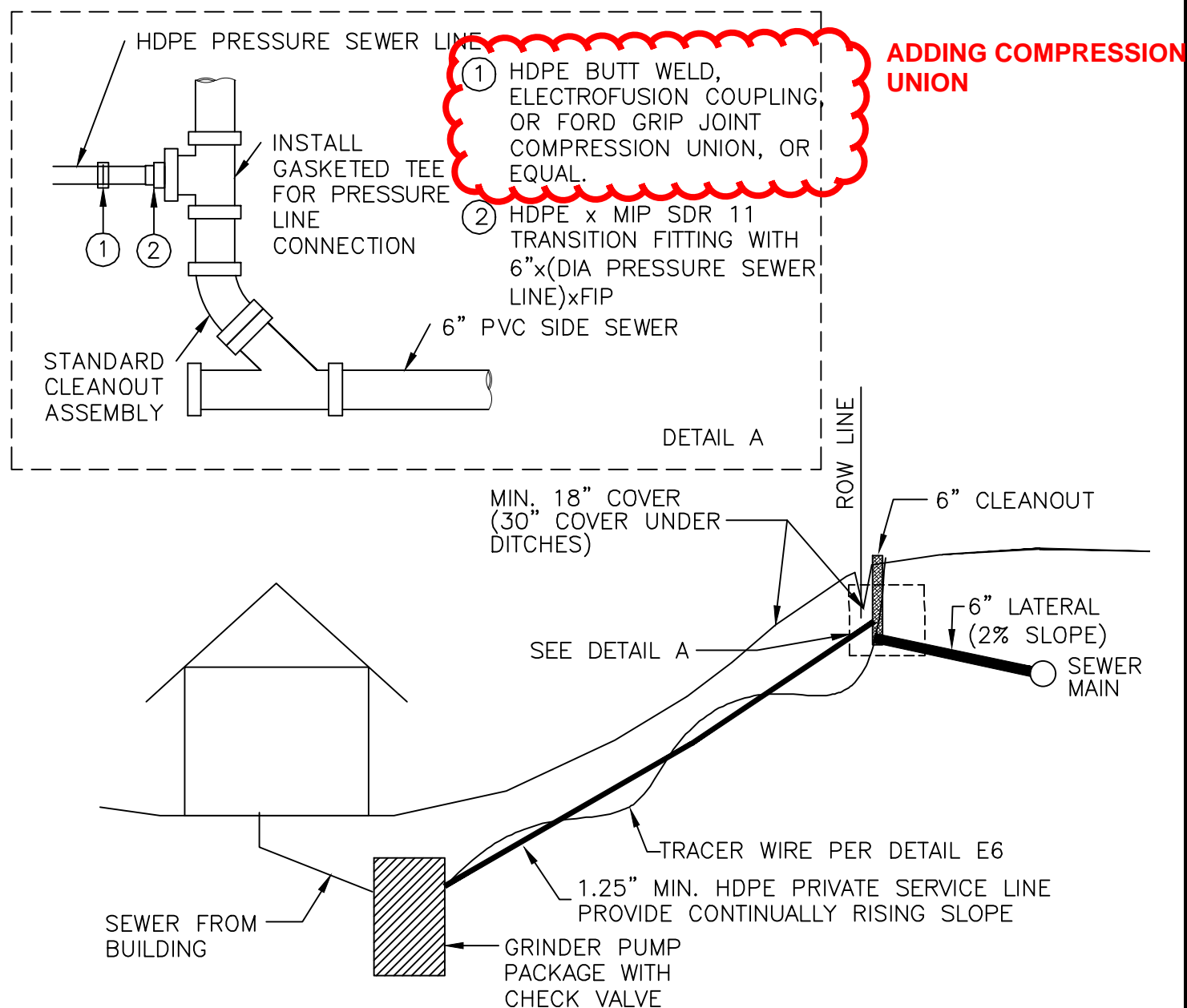


GRAVITY SIDE SEWER INSTALLATION

STANDARD DETAIL

**S10**

Page 81 of 216  
2/23/2022



SEE DEPT. OF ECOLOGY (DOE) CRITERIA FOR SEWAGE WORKS DESIGN, SECTIONS C1-10.1 & C1-10.2 FOR GRINDER PUMP DESIGN &

NOTES: COMPONENT INFORMATION

1. Pressure sewer service pipe shall be PE 3408 HDPE conforming to the requirements of ASTM D-3350. Piping shall be SDR11, IPS (OD), pressure rated at 160 PSI, conforming to the requirements of AWWA C900 and ASTM F714. Fittings shall be electro-fusion welded socket joints, or Ford Grip Joints or equal.

2. Grinder pump package shall consist of at least a grinder pump, basin, cover, check valve, controls, and interior and exterior visual and audible alarms (with battery backup for high level alarm), provided by Environment-One (E-One, D-Series Package Grinder Pump System) or approved equal.



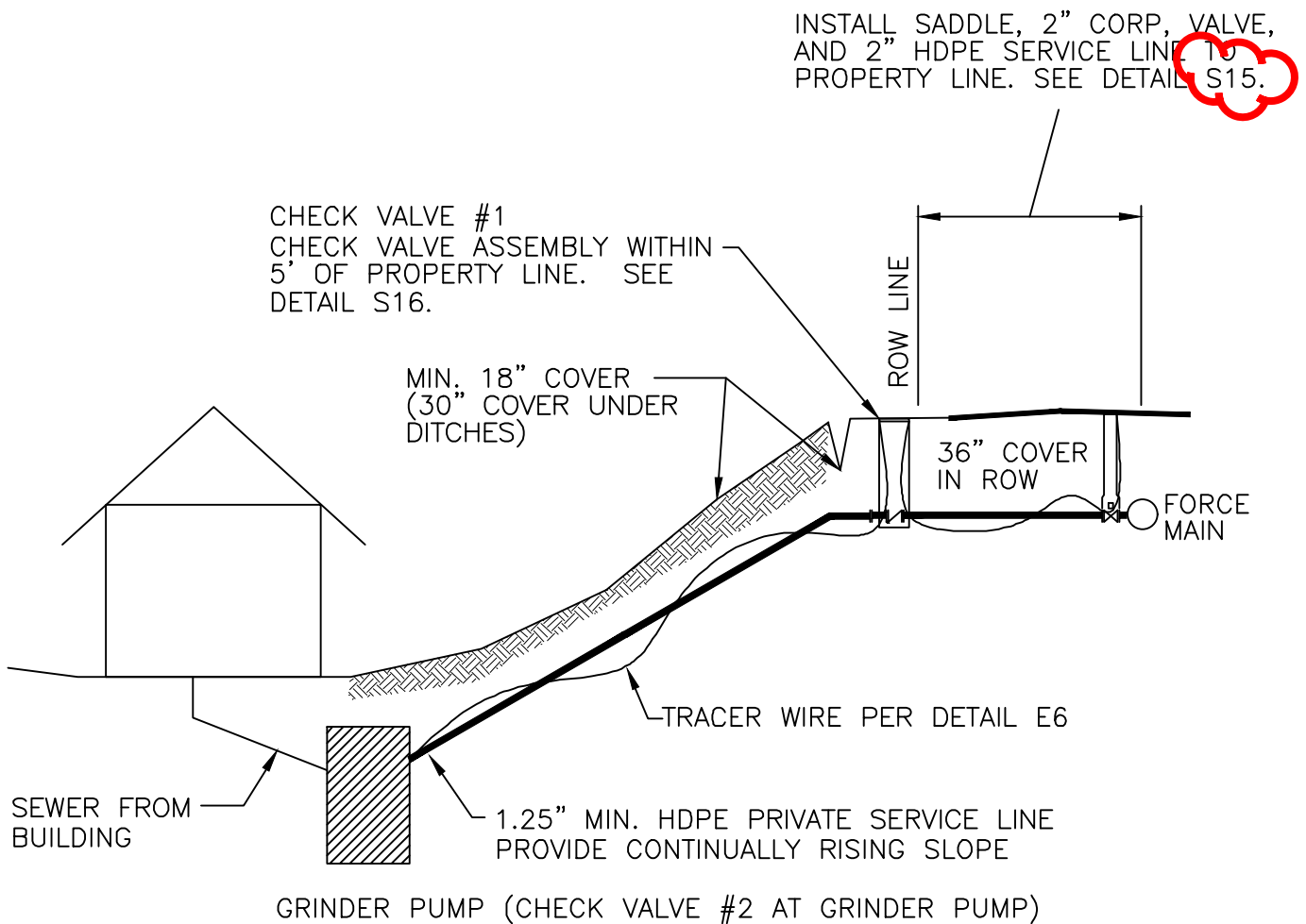
GRINDER PUMP SERVICE TO GRAVITY MAIN INSTALLATION

STANDARD DETAIL

**S11**

Page 92 of 216  
2/23/2022





SEE DOE'S CRITERIA FOR SEWAGE WORKS DESIGN, SECTIONS C1-10.1 & C1-10.2 FOR GRINDER PUMP DESIGN & COMPONENT INFORMATION

#### NOTES:

1. Pressure sewer service pipe shall be PE 3408 HDPE conforming to the requirements of ASTM D-3350. Piping shall be SDR11, IPS (OD), pressure rated at 160 PSI, conforming to the requirements of AWWA C900 and ASTM F714. Fittings shall be electro-fusion welded socket joints, or Ford Grip Joints or equal.
2. Two check valves are required between the pump station and the force main. One check valve shall be installed within 5' of the right-of-way in the check valve vault. The second valve shall be installed at the grinder pump.
3. Grinder pump package shall consist of at least a grinder pump, basin, cover, check valve, controls, and interior and exterior visual and audible alarms (with battery backup for high level alarm), provided by Environment-One (E-One, D-Series Package Grinder Pump System) or approved equal.



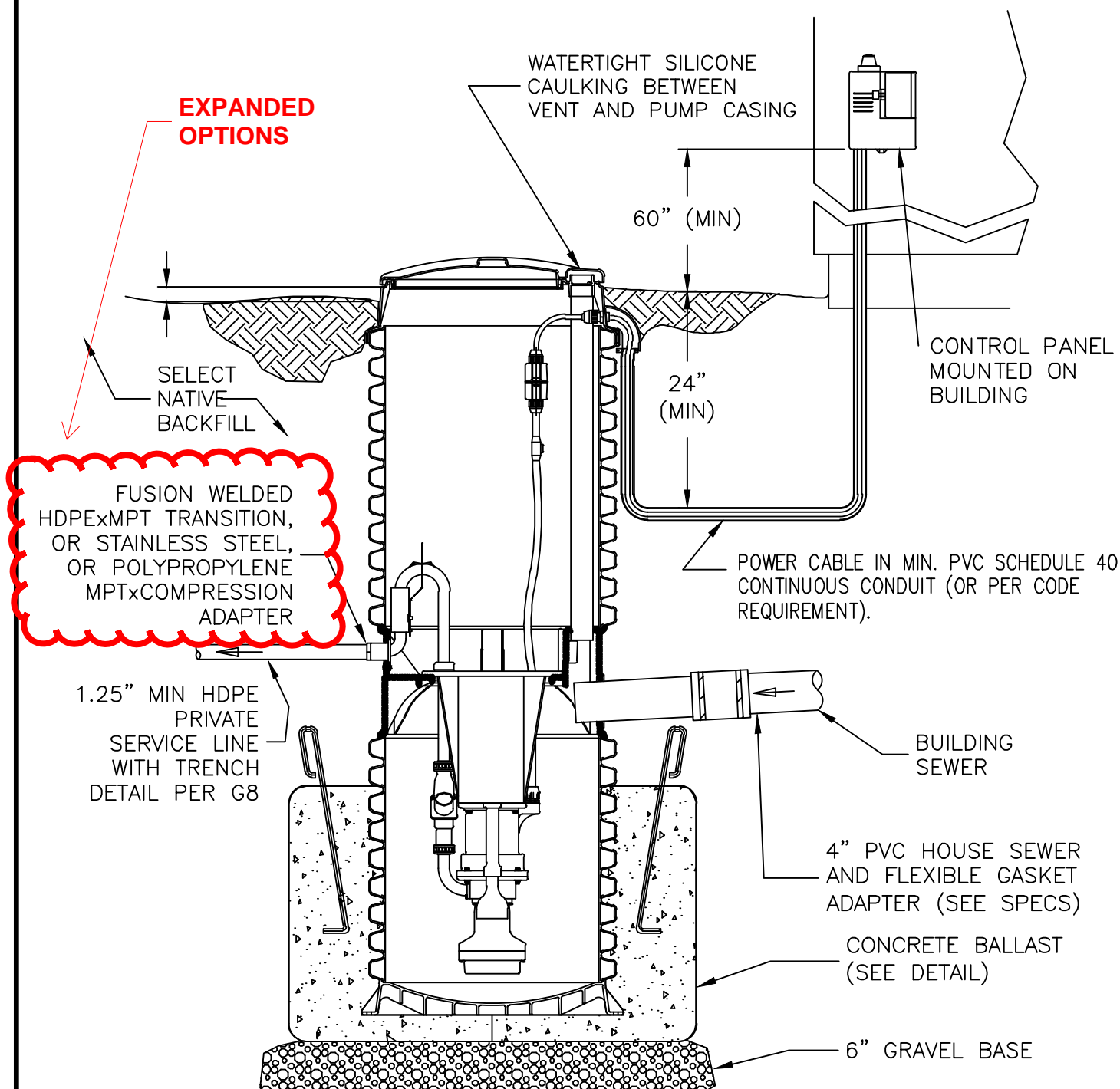
#### GRINDER PUMP SERVICE TO FORCE MAIN INSTALLATION

STANDARD DETAIL

**S12**

Page 93 of 216  
2/23/2022

# EXPANDED OPTIONS



## NOTES:

1. Install E/One tank assembly and panel per manufacturer's installation manual and follow requirements for manufacturer's warranty.
2. All fittings shall be Type 316 stainless steel compression fittings, unless specifically noted otherwise.
3. Alarm panel and electrical inspected by others.

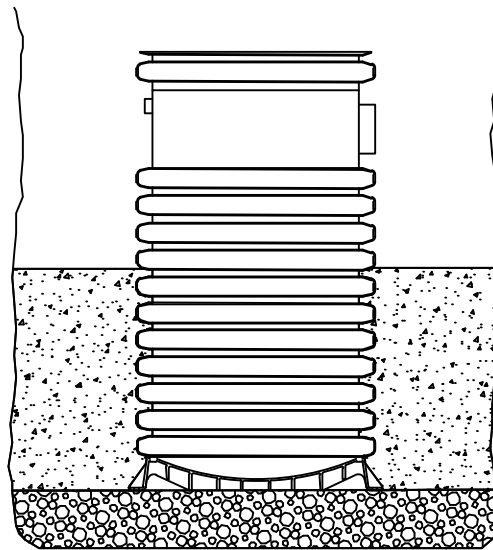


## TYPICAL E/ONE GRINDER PUMP INSTALLATION

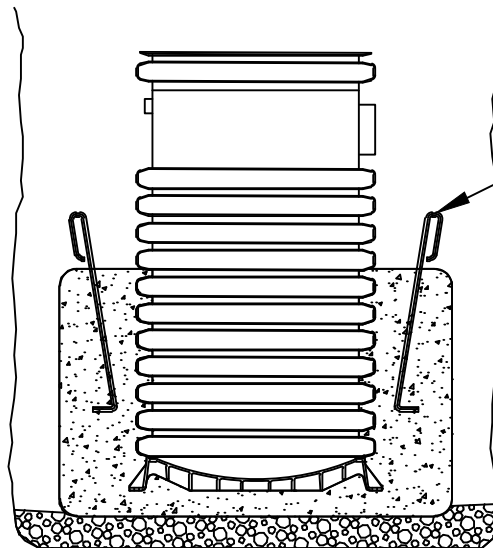
STANDARD DETAIL

# S13

Page 94 of 216  
2/23/2022



POURED IN PLACE



LIFTING EYES,  
CONTRACTOR TO  
SIZE AS REQUIRED

PRECAST

NOTES

1. PER E/ONE, THE FOLLOWING QUANTITIES OF CONCRETE ARE NECESSARY TO ANCHOR THE TANKS (VERIFY ALL MODEL QUANTITIES WITH MANUFACTURER):
2. ENVIRONMENT ONE MODEL NO. 2010 REQUIRES 370 lbs. (2.5 CU.FT.) PER FOOT OF TOTAL STATION HEIGHT.
3. ENVIRONMENT ONE MODEL NO. 2012 REQUIRES 400 lbs. (2.7 CU.FT.) PLUS 370 lbs. FOR EACH FOOT OF TOTAL STATION HEIGHT.

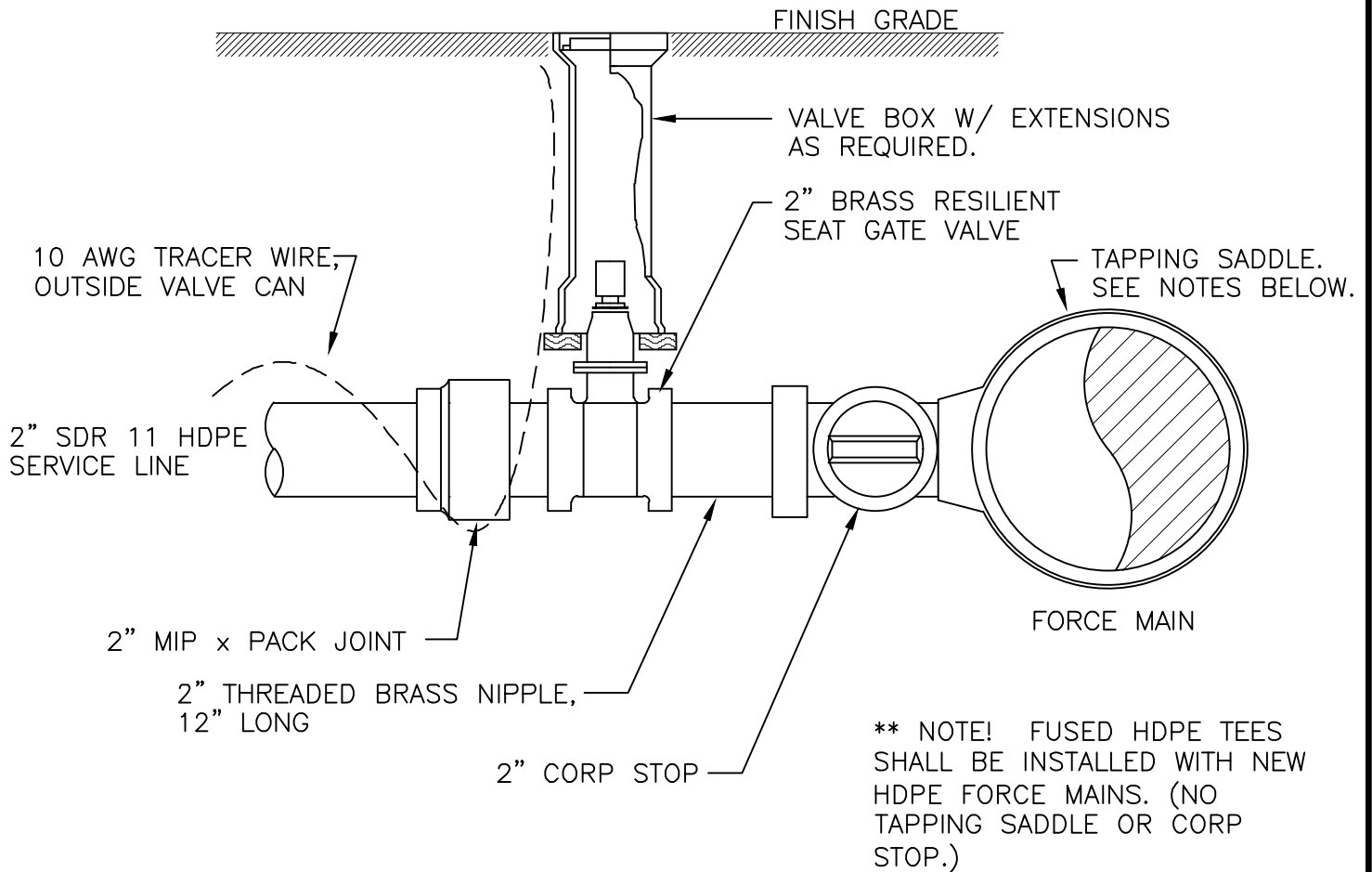


GRINDER PUMP INSTALLATION  
CONCRETE BALLAST

STANDARD DETAIL

**S14**

Page 95 of 216  
3/11/2020



#### NOTES:

1. HDPE Service Saddles. Saddles for use on SDR 17 HDPE mains shall be epoxy or nylon coated ductile iron tapping saddles with a double stainless steel strapping mechanism specifically recommended by the manufacturer for use on HDPE piping. Saddles shall be Romac style 202N-H or approved equal.
2. PVC Service Saddles. Saddles for use on AWWA C900 PVC mains shall have epoxy or nylon coated ductile iron tapping saddles with a double strap stainless steel strapping mechanism. Service saddles shall be Romac style 202N or approved equal.
3. Ductile Iron Service Saddles. Saddles for use on ductile iron mains shall have epoxy or nylon coated ductile iron tapping saddles with stainless steel tapping mechanism. Service saddles shall be Romac style 101NS or approved equal.
4. Customer Service Shutoff Valves. Shutoff valves shall be resilient wedge type gate valves in conformance with AWWA C515. Valves shall be suitable for sewage service and be equipped with transition gaskets where needed. Gate valves shall have a non-rising stem and be fusion-bonded epoxy coated inside and out meeting AWWA C550. Gate valves shall be Clow resilient wedge gate valves or approved equal.
5. Valve boxes shall have the word "SEWER" cast into the cover.
6. Fittings. All fittings shall be brass.

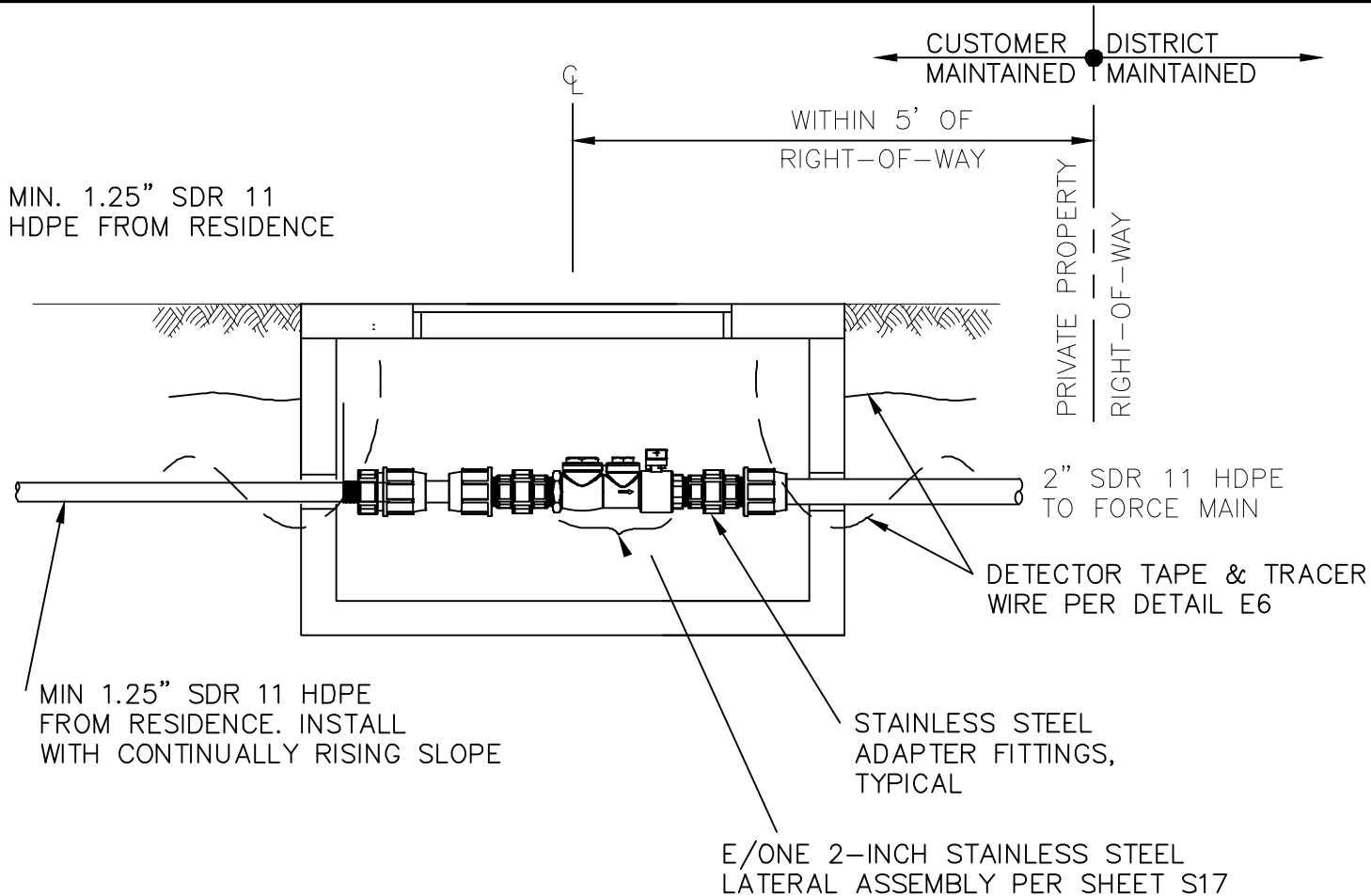


CONNECTION TO FORCE MAIN

STANDARD DETAIL

**S15**

Page 96 of 216  
3/11/2020



Notes:

1. Vault. Vault shall be a pre-cast concrete hand hole with a minimum 2'-0" by 3'-0" inside diameter and a maximum 4'-0" inside depth. Hand hole and access hatch shall be traffic rated. Access hatch shall be galvanized steel checker plate with pick holes and bolt down holes in plate and shall be designed for H-20 loading when within or adjacent to roadway or driveways. Lid shall be marked "SEWER" with 2" raised letters. Check valve vaults shall be Utility Vault Model 2436 hand hole or approved equal.
2. Air/Vacuum Valve. Where required, in cases where continually rising slope cannot be obtained, an air relief and combination air relief/ vacuum relief valves shall be installed. Air/Vacuum valve shall be as manufactured by Orenco, Apco, Crispin, ARI, or equivalent for sewer service. All valves shall be on private property and be fully accessible to enable customer's operation, maintenance and repair.
3. Fittings and Adapters. Adapter fittings shall be Type 316 stainless steel or polypropylene. Install with appropriate adapters/union fittings for future maintenance and quick disassembly. All fittings, adapters and pipe shall be rated for minimum 235 psi.
4. Install all fittings and adapters per manufacturer's recommendations.
5. Assembly and pipe shall be pressure tested.

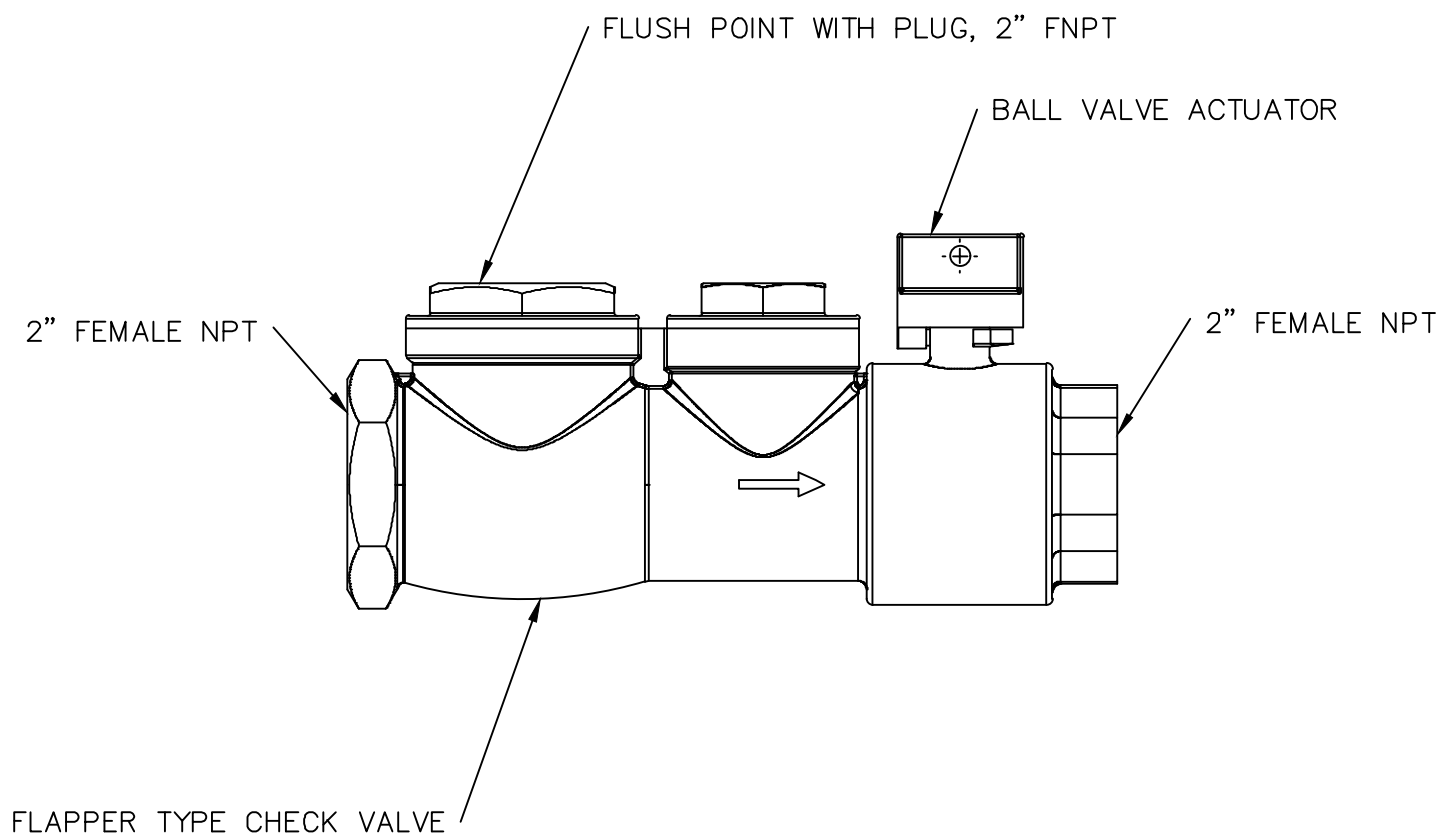


FORCE MAIN SERVICE CHECK VALVE

STANDARD DETAIL

**S16**

Page 97 of 216  
2/23/2022



Notes:

1. Assembly shall be Type 316 stainless steel with min 235 psi pressure rating.
2. Assembly is a ball valve curb stop with female pipe threads, valve position stops (open/closed), with flush point and integral check valve. Assembly shall be E/One 2" Lateral Assembly NC0443P01 or approved equal.

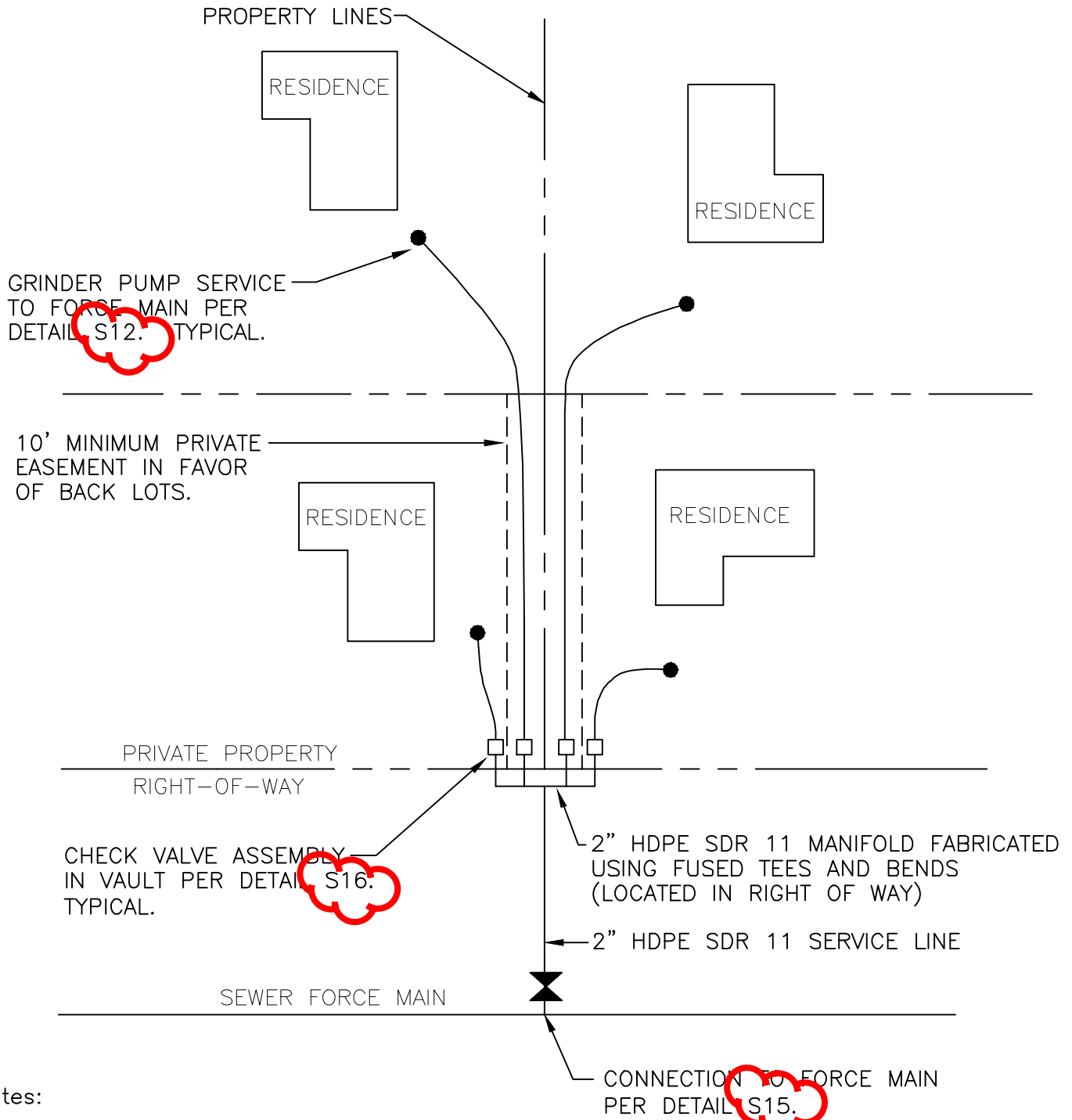


E/ONE 2" LATERAL ASSEMBLY

STANDARD DETAIL

**S17**

Page 98 of 216  
3/11/2020



Notes:

1. If approved by the District Engineer, a single 2" service tap may be shared with multiple residences. District will review requests for shared taps on a case by case basis. Property owners desiring to install a shared tap, shall individually but at the same time, submit a sewer permit application with the grinder pump check list for review by the District.
2. Manifold must be fabricated using fused HDPE tees and bends by a contractor certified by a HDPE pipe or fusion machine manufacturer.

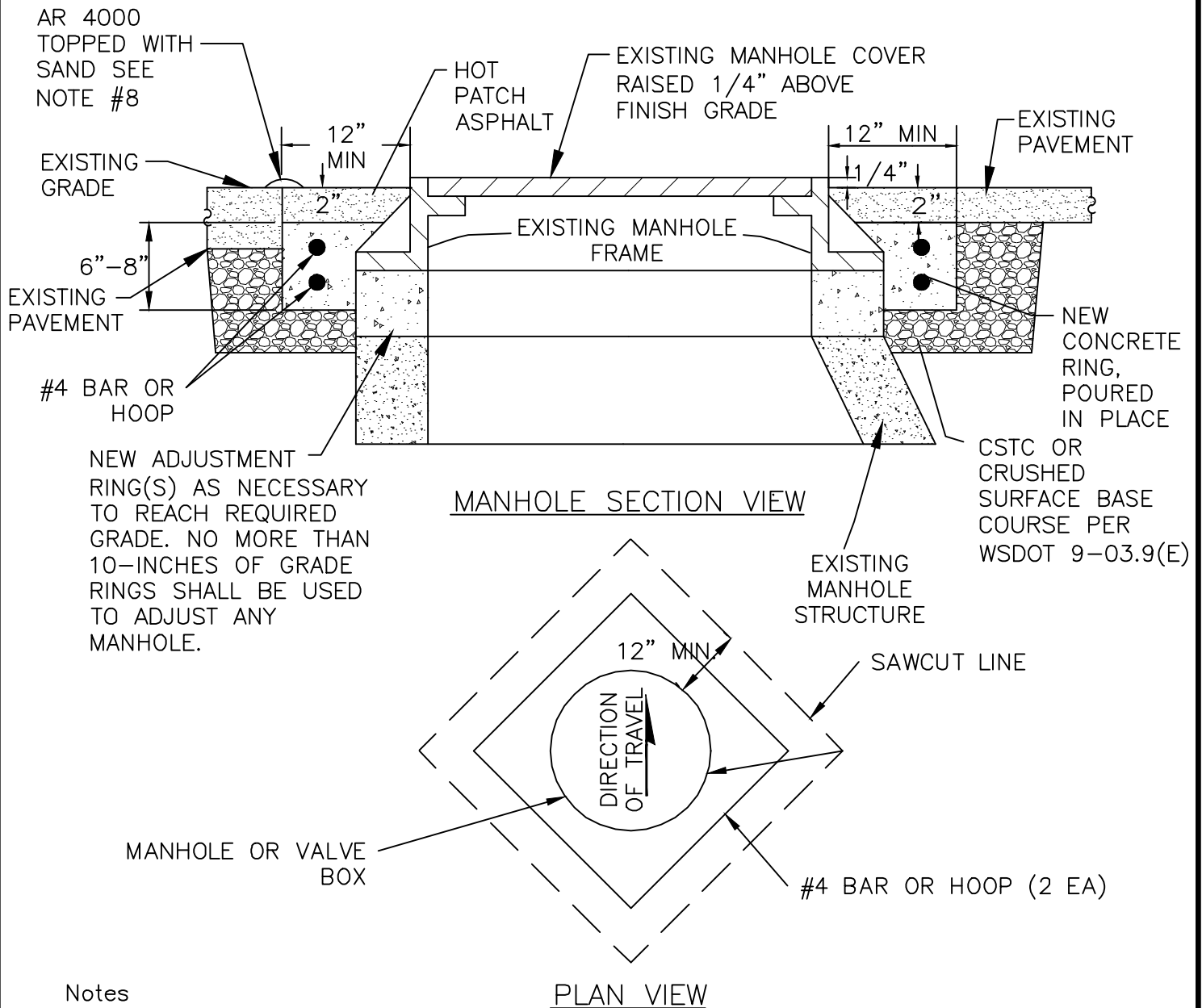


SHARED FORCE MAIN SERVICE TAP

STANDARD DETAIL

**S18**

Page 99 of 216  
2/23/2022



#### Notes

1. All manhole frames and covers shall be removed, cleaned and raised to finished grade.
2. Cut the asphalt or remove shoulder ballast in a diamond pattern around the structure casting to be adjusted (with minimum 12-inches between casting and saw-cut line).
3. Remove the fill material within the cut pavement or shoulder area to 8 inches below finish grade, or to expose adjustment ring.
4. Place the casting at the finish grade.
5. Casting shall be placed so that the smooth edge diamond pattern is oriented with the flow of traffic.
6. All joints shall be grouted with material conforming to WSDOT 9-20.3(2).
7. Place Portland Cement Concrete to within the top 2 inches of finish grade.
8. Apply tack to the structure casting, cut pavement, and PC concrete.
9. Place and compact 2 inches hot mix asphalt patch to finish grade.
10. Seal pavement joints with hot AR4000 and top with sand.



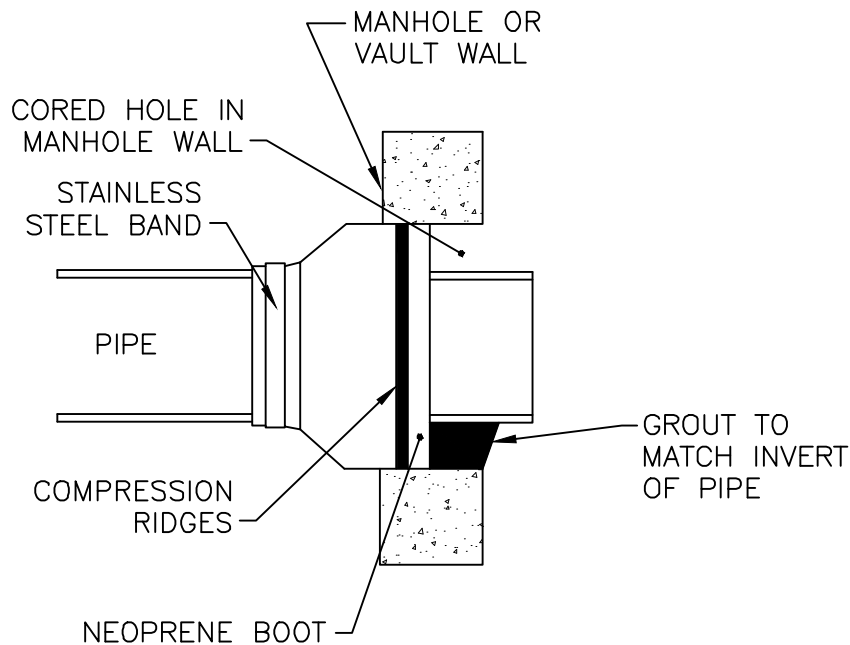
#### MANHOLE RIM & VALVE BOX RE-ADJUSTMENT

STANDARD DETAIL

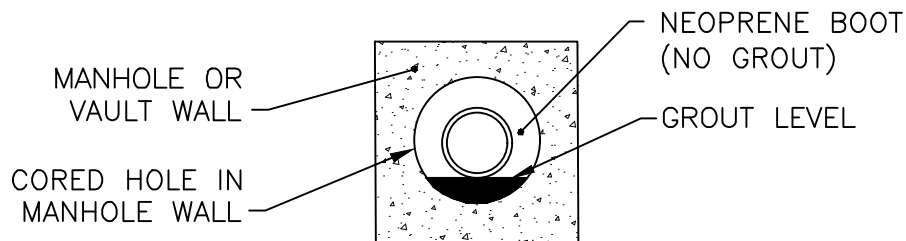
**S19**

Page 100 of 216  
3/11/2020





FLEXIBLE SEAL ADAPTER



GROUT DETAIL

NOTES:

1. ALL MANHOLE CONNECTIONS SHALL BE 100% WATERTIGHT.
2. ALL PIPE SHALL EXTEND 2" INTO MANHOLE.
3. NEOPRENE BOOT ON THE FLEXIBLE SEAL ADAPTER SHALL BE A MINIMUM OF  $\frac{3}{8}$ " THICK PER ASTM C-443, AND SHALL BE HELD IN PLACE WITH AN INTERNAL EXPANDING STAINLESS STEEL BAND SUCH AS "KOR-N-SEAL" OR APPROVED EQUAL.
4. DEFLECTION AT THE ADAPTER MUST NOT EXCEED MANUFACTURER'S RECOMMENDATION. IF SLOPE OF PIPE AT PENETRATION EXCEEDS RECOMMENDED DEFLECTION, CAST OR CORE HOLE AT AN ANGLE SUCH THAT DEFLECTION DOES NOT EXCEED MANUFACTURER'S RECOMMENDATION.



MANHOLE PIPE PENETRATION DETAILS

STANDARD DETAIL

**S20**

Page 101 of 216  
9/20/2017

## ELECTRICAL, TELECOMMUNICATION AND AUTOMATIC CONTROL NOTES

1. Provide all electrical work and appurtenances in accordance with the latest edition of the National Electric Code (NEC), National Electric Safety Code, Washington State Electrical Code, and local regulations and ordinances.
2. All electrical products shall bear a label from a certified testing laboratory recognized by the State of Washington. Recognized labels in the State of Washington are UL, ETL and CSA-US.
3. The contractor shall coordinate and provide all permits, licenses, approvals and inspections by the authority having jurisdiction, and other arrangements for the work on the project. All fees shall be paid by the Contractor.
4. Test Reports shall be submitted to the Engineer prior to acceptance.
5. Test all circuits for continuity, freedom from ground and proper operation during progress of work.
6. Conduct final testing in the presence of the District Engineer.

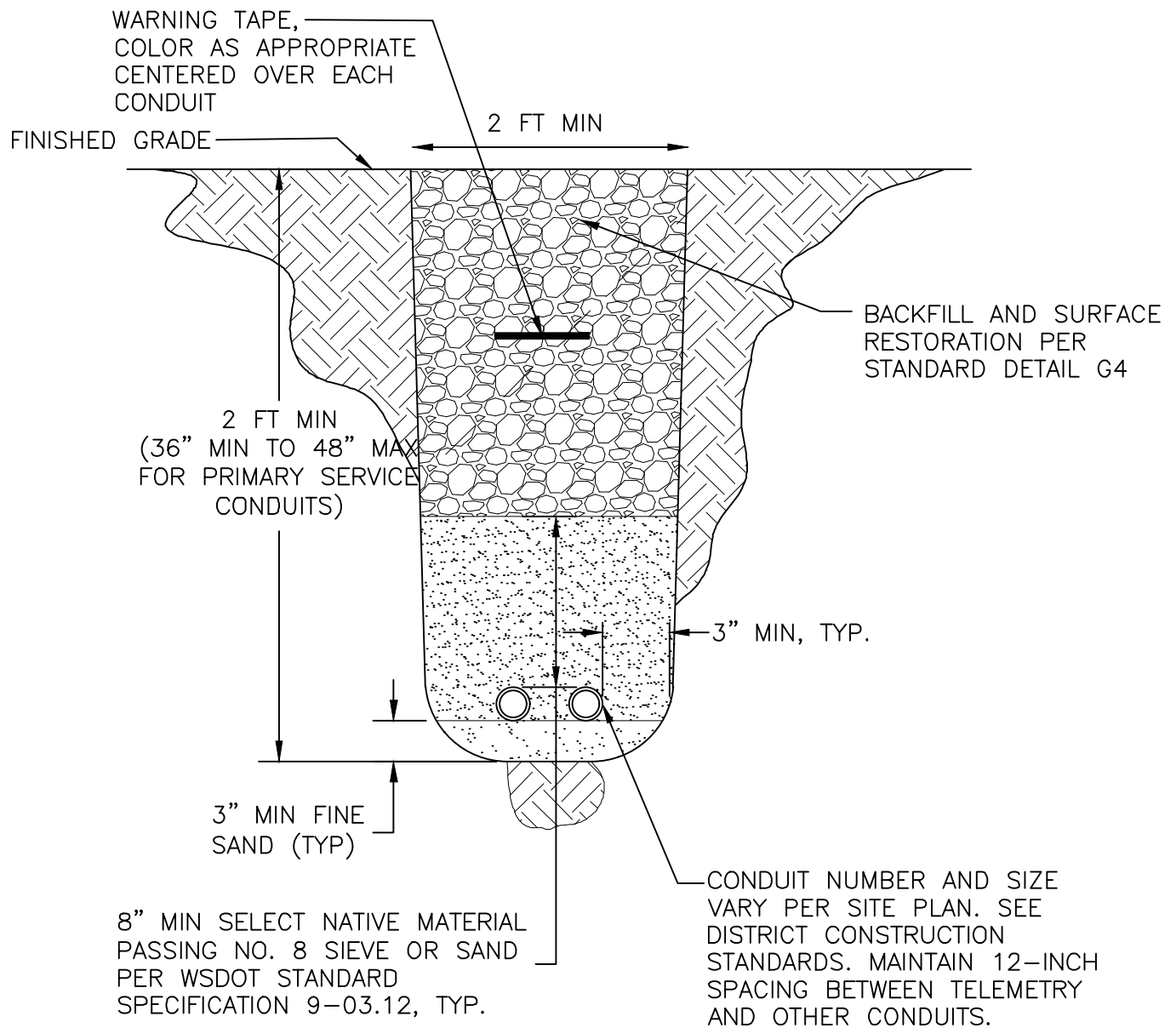


## ELECTRICAL, TELECOMMUNICATION AND AUTOMATIC CONTROL NOTES

STANDARD DETAIL

# E1

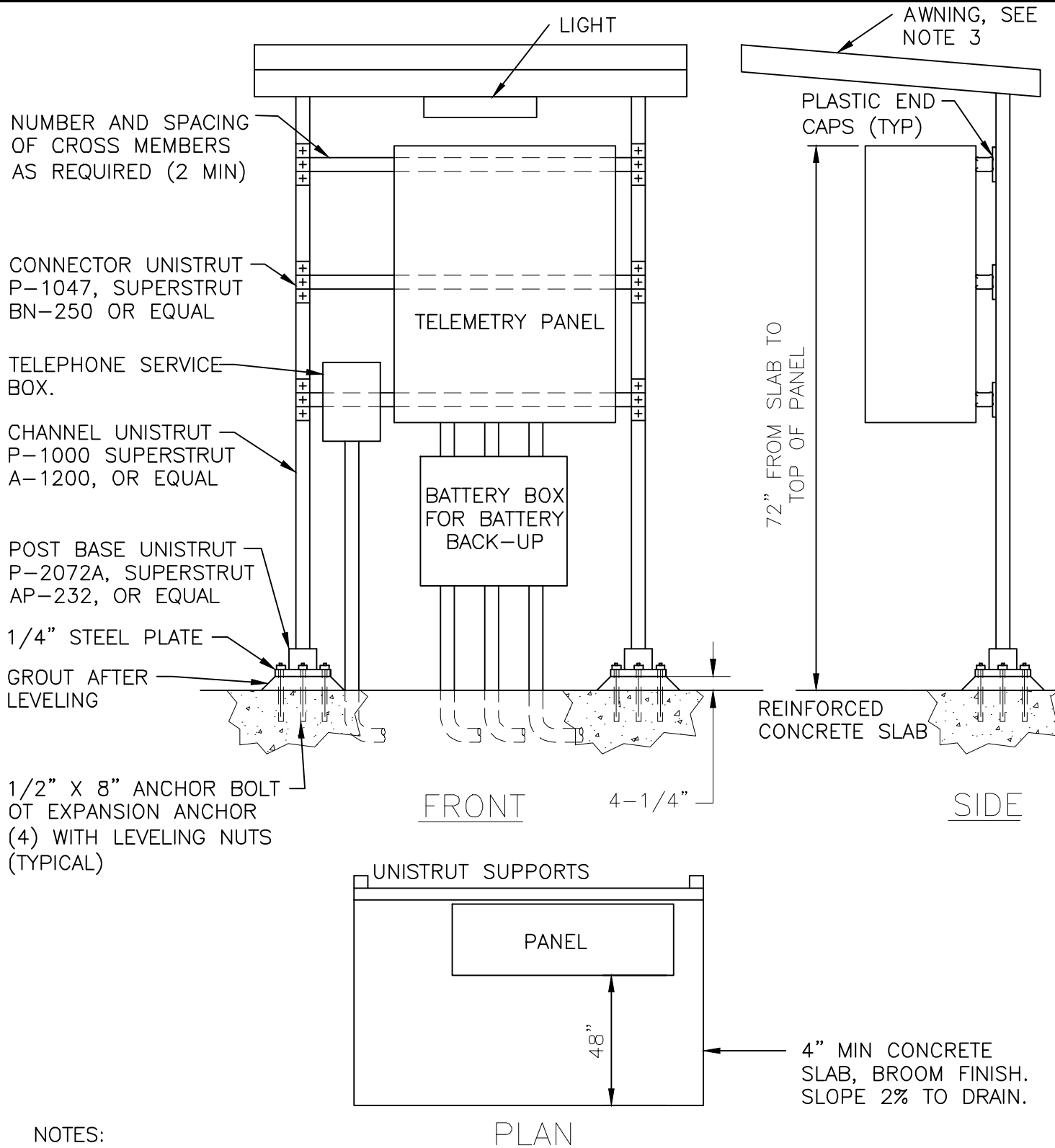
Page 102 of 216  
3/11/2020



TYPICAL ELECTRICAL / TELECOMMUNICATION /  
AUTOMATIC CONTROL TRENCH

STANDARD DETAIL

**E2**



NOTES:

1. Rack channels and fittings shall be hot dipped galvanized steel.
2. Telephone service lines shall be installed in conduit, both above and underground.
3. Provide weatherproof awning with standing seam metal roofing, fascia, gutters and downspout routed away from shelter. Roof pitch shall be 3/12 pitch.
4. Bollards required, not shown.



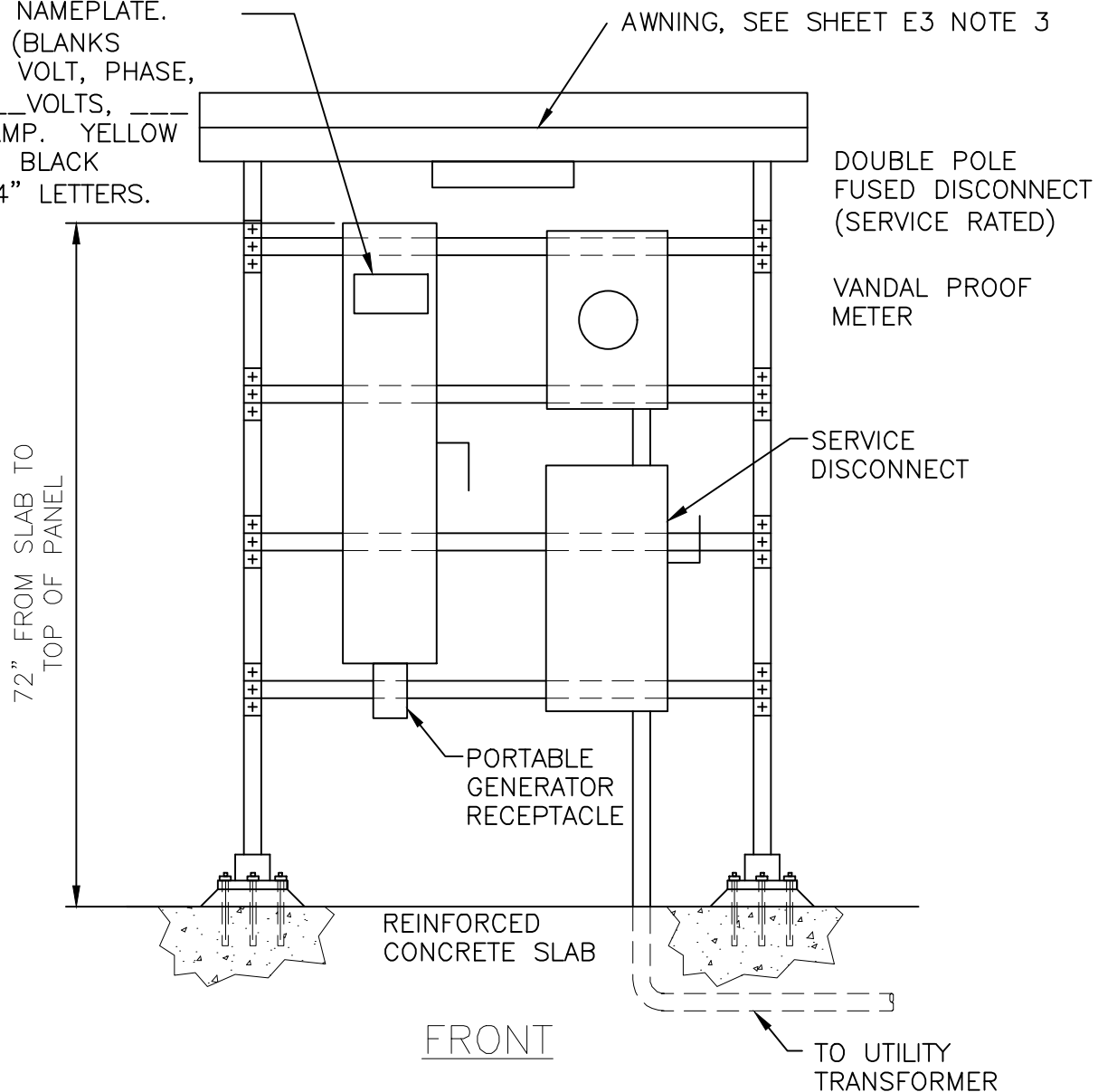
TELEMETRY PANEL

STANDARD DETAIL

E3

Page 104 of 216  
3/11/2020

PROVIDE 4"x6" NAMEPLATE.  
TEXT TO READ (BLANKS  
FILLED IN WITH VOLT, PHASE,  
AMP INFO): \_\_\_VOLTS, \_\_\_  
PHASE, \_\_\_ AMP. YELLOW  
PHENOLIC WITH BLACK  
LETTERING, 3/4" LETTERS.



#### NOTES:

1. See LWUSD Standard Detail E3 – Telemetry Control Panel for unistrut system and concrete slab requirements. Concrete slab shall extend out 48" from face of panels.
2. Utility equipment may be mounted on back of telemetry panel rack.
3. Portable generator receptacle shall be 480 volt, 3-phase, 4 wire service, 100 amp with reversed contacts (female). Receptacle shall be provided complete with cast back box, angle adapter, gaskets, and a gasketed screw-type, weathertight cap with chain fastener. Receptacle shall be Crouse-Hinds "Arktite", Appleton "Powertite", or approved equal.
4. Manual transfer switch shall be a heavy duty (not general or light duty) double-throw MTS, fused as required to comply with NEC as manufactured by Cutler Hammer, Square D, Westinghouse, or equal.
5. All equipment shall be fitted with locking mechanisms, keyed to match District locks, that can be locked in both "ON" and "OFF" positions.
5. Bollards required, not shown.

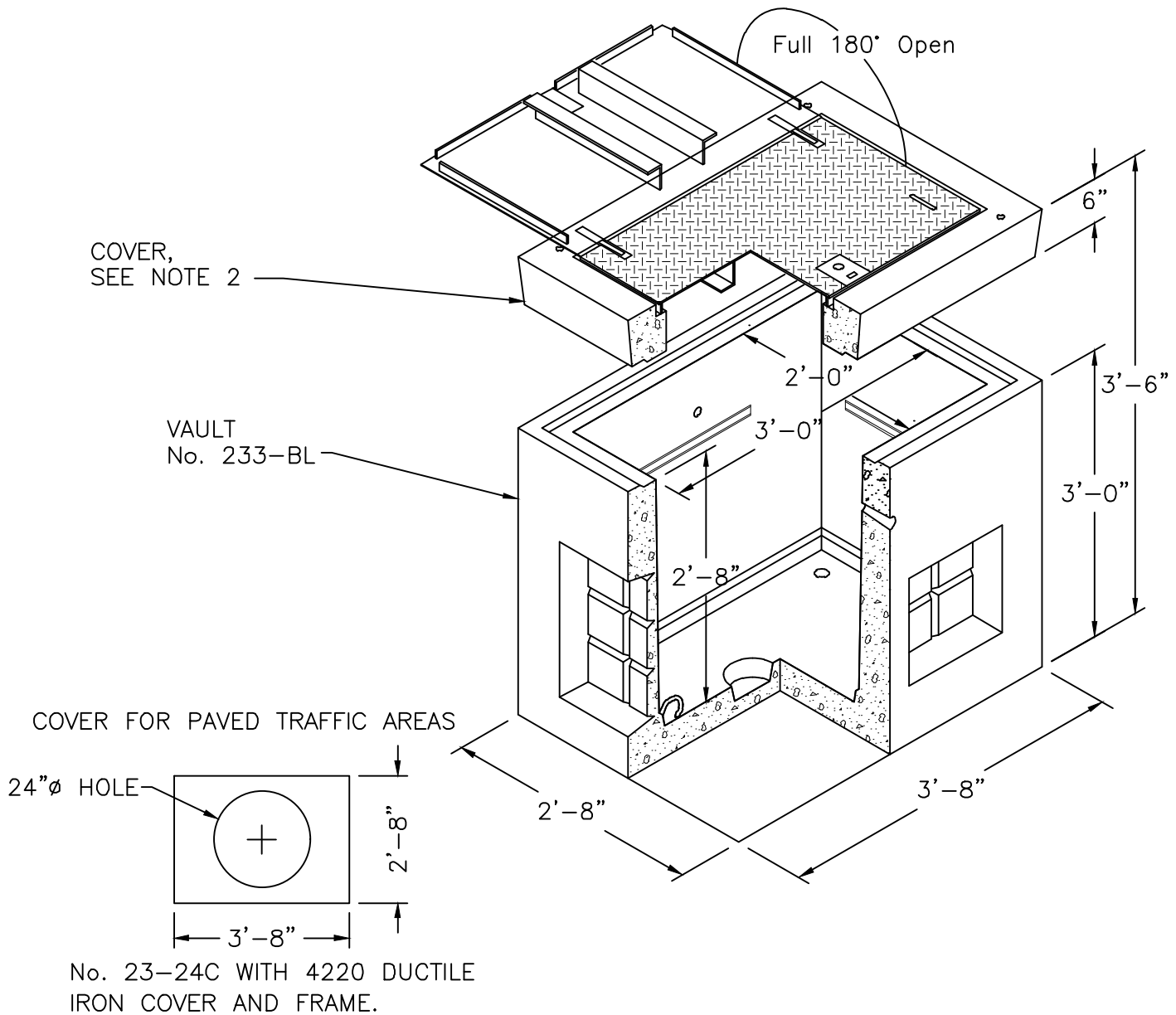


#### UTILITY EQUIPMENT RACK

STANDARD DETAIL

**E4**

Page 105 of 216  
3/11/2020



#### NOTES:

1. Utility Vault base No. 233-LA or approved equal. Dimensions shown as minimum.
2. Covers shall be rated for H-20 traffic loads. In non-traffic and gravel shoulder areas install hatch cover No. 23-2436P. In paved traffic areas install 4220 Ductile Iron Cover and Frame.
3. Sump knockout in floor, to drain to daylight.
4. Handholes shall be spaced every 500 to 1000 feet and installed at changes in conduit direction.

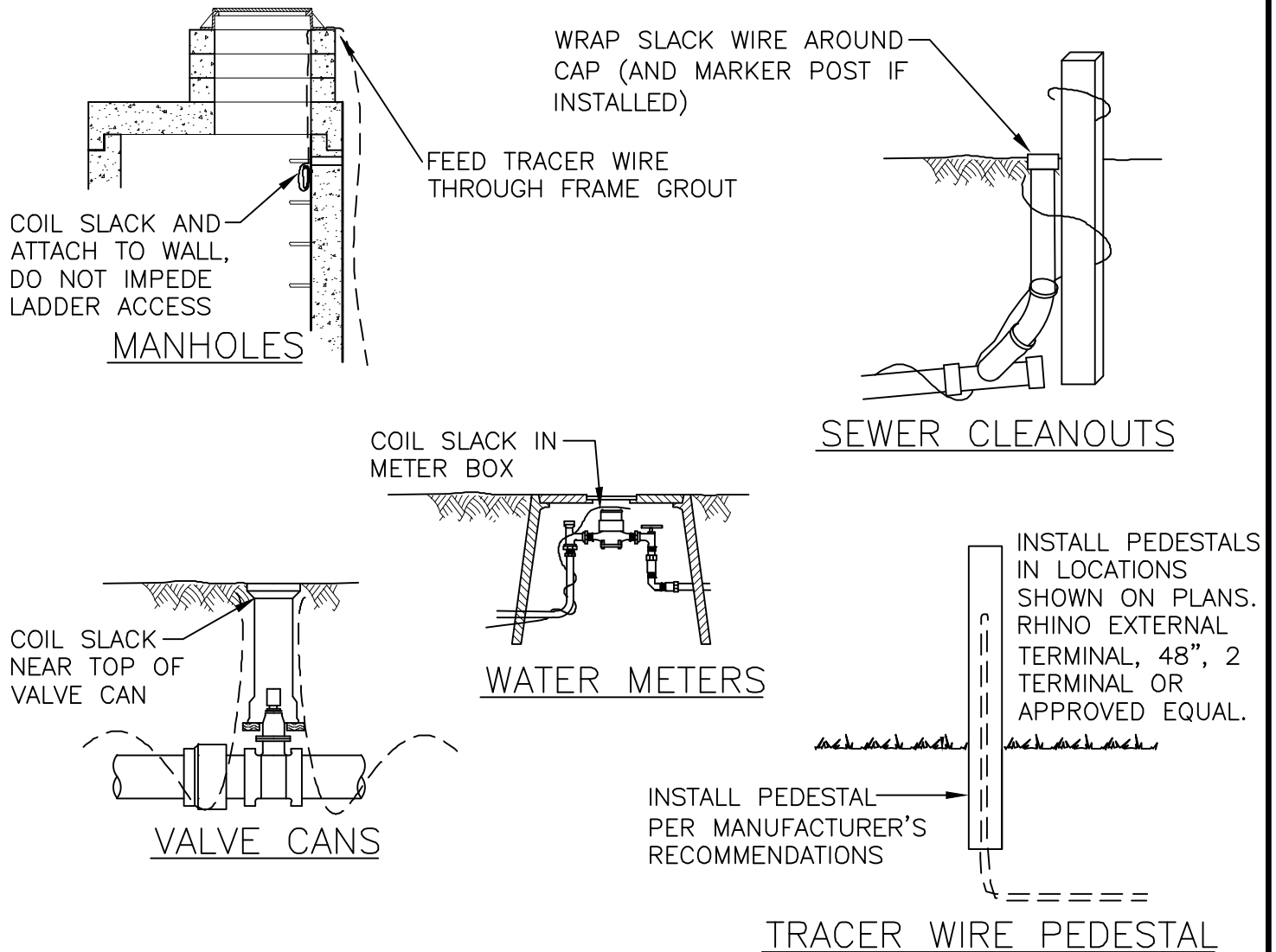


HANDHOLE

STANDARD DETAIL

**E5**

Page 106 of 216  
3/11/2020



#### NOTES:

1. Tracer wire installation is required on all District owned pipe and communication lines. Tracer wire is also required on private side sewers and water service lines.
2. Tracer wire shall be 10 AWG insulated copper wire rated for direct burial in wet locations. Use green insulation for sewer, blue insulation for water, and orange insulation for fiber/communication related utilities.
3. Install tracer wire in continuous lengths (no splices) between surface access points. Any direct bury splices shall be approved and inspected by the District Engineer prior to cover. Splices shall be made with silicone filled wire nuts rated for direct burial in wet locations such as "Ideal Underground Wire Connectors", "Ideal Mudbug Connectors," "Copperhead Snakebite Connectors," or "3M DBR Direct Bury Splice Kit."
4. Tape tracer wire to pipe at 10-foot intervals.
5. Provide at least 2-feet of coiled tracer wire slack at surface access points.
6. Wrap tracker wire on the outside of valve cans, tape secure.



#### TRACER WIRE

STANDARD DETAIL


**E6**

Page 107 of 216  
3/11/2020



**AGENDA  
BILL  
Item 7.C**

**Water Leak Adjustment  
Policy Discussion**

DATE SUBMITTED:	February 16, 2022	MEETING DATE:	February 23, 2022
TO: BOARD OF COMMISSIONERS	FROM: Jennifer Signs, Finance Manager		
GENERAL MANAGER APPROVAL			
ATTACHED DOCUMENTS	1. Administrative Code Section 2.10.8, Water Leak Adjustments		
TYPE OF ACTION REQUESTED	RESOLUTION <input type="checkbox"/>	FORMAL ACTION/ MOTION <input type="checkbox"/>	INFORMATIONAL /OTHER <input checked="" type="checkbox"/>

**BACKGROUND / EXPLANATION OF IMPACT**

During the regular scheduled Board meeting on February 9, 2022, the Board directed staff to review the current water leak adjustment policy of the District. District Administrative Code Section 2.10.8, Water Leak Adjustments, defines District policy for leak adjustments (most recently amended in April 2021 via adoption of Resolution No. 870). Per the current policy, the District will adjust high customer water bills resulting from in-ground water service line breaks between the water meter and the outermost exterior walls of the structure. The leak adjustment request must be made in writing by the property owner and include evidence that leak has been repaired prior to seeking an adjustment to the water bill. Water leak adjustments are limited to one adjustment per owner during the life of that metered service.

Under the existing policy for qualifying leaks, staff determine adjustments to a customer's water consumption from the same billing period in the previous year to calculate the leak adjustment. The District then credits qualifying adjustment dollar amounts to the current or next customer bill (the credit may not exceed \$1,000 or 50 percent of the amount determined to be the excess water usage charge, whichever is less). Leak adjustment credits are calculated for water usage over 2,500 cubic feet (base of the District's Tier 2 rate) by reducing that volume to the lower Tier 1 rate. Recent/current rates are:

Tiers	Usage	2021	2022
		Usage Rate Per 100 ccf	
Tier 1	600 ccf – 2,500 ccf	\$10.79	\$11.28
Tier 2	Over 2,500 ccf	\$13.50	\$14.11

ccf = 100 cubic feet

During its February 9<sup>th</sup> meeting, the Board indicated an interest in revisiting the policy as it pertains to qualifying leaks (currently limited to leaks of the service line between the water meter and the exterior wall of the home). Consideration of additional qualifying leaks could



be leaks associated with piping in the crawl space of the home and/or interior walls, leaking fixtures (toilets, faucets, etc.), irrigation systems, and inadvertently leaving a faucet or hose bib running for an extended period of time. Following provides a summary of leak adjustment policies for neighboring public water utilities:

Utility	Code Citation	Policy
Bellingham	15.04.095(A)(1)	Limited to leaks of service line between meter and exterior wall
Birch Bay WSD	Commission Policy	All leaks are eligible regardless of location
Blaine	-	No leak adjustment policy defined in municipal code
Ferndale	13.04.120	Does not define qualifying adjustments (assume all leaks are eligible)
Lynden	13.04.200	Owner/occupant is responsible for all leaks

Should the Board wish to maintain the current leak adjustment policy, no action is necessary. Should the Board determine it is in the best interest of the District to expand the definition of qualifying leaks, staff recommends that the Board provide direction to staff as to what events should be considered qualifying, and staff will develop a resolution amending Section 2.10.8 of the Administrative Code for consideration by the Board at a future meeting.

#### **FISCAL IMPACT**

No fiscal impact is anticipated should the Board maintain the existing policy. Should the Board choose to expand the policy relative to qualifying events, the District would likely see a reduction in revenues. However, this reduction is likely to be de minimis.

#### **APPLICABLE EFFECTIVE UTILITY MANAGEMENT ATTRIBUTE(S)**

Financial Viability  
Customer Service

#### **RECOMMENDED BOARD ACTION**

Provide direction to staff regarding whether or not the Board wishes to revise the leak adjustment policy and, if so, what qualify leaks should be allowed.

#### **PROPOSED MOTION**

Not applicable.

## **2.10.8 Water Leak Adjustments**


The District will adjust high customer water bills resulting from in-ground water service line breaks between the water meter and the outermost exterior walls of the structure. The leak adjustment request must be made in writing by the property owner and include evidence that the leak is now repaired either by enclosing a paid invoice or a receipt for repair parts. If there are no invoices or receipts available, a written assertion that the leak is now repaired is acceptable. To calculate the adjustment:

1. Water consumption figures from the same billing period in the previous year are used to calculate the leak adjustment. If less than one year's usage history exists, the current base rate allowance will be used as a non-leak quantity basis. The District will credit qualifying leak adjustment dollar amounts to the current or next customer bill. The adjustment credit shall not exceed \$1,000 or 50 percent of the amount determined to be the excess water usage charge, whichever is less.
2. The District has adopted a tiered rate structure for water. Water usage exceeding 2,500 cubic feet in a two-month billing period is billed at a higher "water conservation" rate. For the purpose of calculating leak adjustment credits, water usage over 2,500 cubic feet will be billed at the lower tier rate.
3. Water leak adjustments are limited to one adjustment per owner during the life of that metered service. When a leak occurs, the overage may be reflected on more than one consecutive billing cycle. In those instances, the District will utilize both contiguous cycles for the purpose of calculating leak adjustment credits.
4. The District will set up an incremental payment schedule on the remaining balance of the leak amount at the customer's request. Payment schedules must be arranged in a way that ensures payment of the current two-month minimum billing plus an installment on the extraordinary portion of the bill. The extraordinary portion of the bill must be paid in full within 12 months of incurring the charges. Late charges on the leak amount will be waived if the customer adheres to the prearranged payment schedule.  
[Resolution Nos . 821, 861, 870]



**AGENDA  
BILL  
Item 7.D**

**Euclid Sewer Pump Station  
Improvements Public Works  
Construction Contract Award**

DATE SUBMITTED:	February 16, 2021	MEETING DATE:	February 24, 2021
TO: BOARD OF COMMISSIONERS		FROM: Bill Hunter, District Engineer / Assistant General Manager	
GENERAL MANAGER APPROVAL			
ATTACHED DOCUMENTS		Bid Tabulation	
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 Euclid Sewer Pump Station is located along the westerly shore of Lake Whatcom at an approximate address 1700 Euclid Avenue. The station and system controls were last upgraded 23 years ago in 1999.

This project consists of the replacement of the power service with a 3-phase 480-volt service, refurbishment of existing pumps, temporary bypass pumping, site, stormwater and retaining wall improvements, electrical and automatic control improvements, and automatic transfer switch and stationary generator installation.

The District published an advertisement for bids in the Bellingham Herald on January 9, 2022. A non-mandatory pre-bid meeting was held on February 9, 2022. Bids were due on February 16, 2022. Four (4) bids were received.

Staff is in the process of reviewing mandatory and supplemental bidder responsibility criteria and will make a verbal recommendation at the Board meeting.

**FISCAL IMPACT**

The low bid amount is within the District's 2022 adopted budget for the Euclid Sewer Pump Station Improvements construction contract.

The adopted 2022 Budget includes \$575,000 for the construction contract. The low bid amount is \$542,565.60 (including 8.6% sales tax) if all the unit price and additive alternate work is performed.

**APPLICABLE EFFECTIVE UTILITY MANAGEMENT ATTRIBUTE(S)**

Product Quality

Operational Optimization

Infrastructure Strategy and Performance

**RECOMMENDED BOARD ACTION**

Staff recommends that the Board award the Euclid Sewer Pump Station Improvements contract to the lowest responsible bidder.

A verbal recommendation for the lowest responsible bidder will be made at the Board meeting (staff is in the process of reviewing mandatory and supplemental bidder criteria submitted by the low bidder).

**PROPOSED MOTION**

Recommended motions are:

“I move to award the Euclid Sewer Pump Station Improvements public works contract to \_\_\_\_\_ for a total contract price of \$\_\_\_\_\_, including 8.6% sales tax, and authorize the general manager to execute the contract.”

LAKE WHATCOM WATER & SEWER DISTRICT  
1220 LAKEWAY DRIVE  
BELLINGHAM, WA 982298  
(360) 734-9224



BID TABULATION

PROJECT NAME	PROJECT #	BID OPENING DATE & TIME	PAGE	LOCATION		
EUCLID SEWER PUMP STATION IMPROVEMENTS	C1802-EUC	2/16/2022 2:10 PM	1 OF 1	LAKE WHATCOM WATER & SEWER DISTRICT BOARD ROOM		
NAME OF FIRM	ENGINEER'S ESTIMATE		COLACURCIO BROTHERS, INC.	EQUITY BUILDERS LLC	STRIDER CONSTRUCTION CO., INC.	TIGER CONSTRUCTION LTD.

Item	Description	Quantity	Unit		Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
BASE BID														
1	Mobilization / Demobilization	1	LS		\$ 33,000.00	\$ 33,000.00	\$ 24,000.00	\$ 24,000.00	\$ 36,000.00	\$ 36,000.00	\$ 50,000.00	\$ 50,000.00	\$ 74,000.00	\$ 74,000.00
2	Temporary Erosion and Sedimentation Control (TESC)	1	LS		\$ 8,000.00	\$ 8,000.00	\$ 6,000.00	\$ 6,000.00	\$ 8,500.00	\$ 8,500.00	\$ 7,000.00	\$ 7,000.00	\$ 11,100.00	\$ 11,100.00
3	Euclid Sewer Pump Station Improvements	1	LS		\$422,000.00	\$ 422,000.00	\$ 418,000.00	\$ 418,000.00	\$ 462,000.00	\$ 462,000.00	\$ 507,000.00	\$ 507,000.00	\$ 560,000.00	\$ 560,000.00
4	Wetland Mitigation	1	LS		\$ 9,000.00	\$ 9,000.00	\$ 10,000.00	\$ 10,000.00	\$ 27,800.00	\$ 27,800.00	\$ 22,000.00	\$ 22,000.00	\$ 21,200.00	\$ 21,200.00
5	Trench Safety and Shoring	1	LS		\$ 2,000.00	\$ 2,000.00	\$ 100.00	\$ 100.00	\$ 1,000.00	\$ 1,000.00	\$ 1,700.00	\$ 1,700.00	\$ 1,120.00	\$ 1,120.00
6	Unscheduled Excavation	50	CY		\$ 70.00	\$ 3,500.00	\$ 50.00	\$ 2,500.00	\$ 30.00	\$ 1,500.00	\$ 54.00	\$ 2,700.00	\$ 41.50	\$ 2,075.00
7	Unscheduled Backfill	100	TON		\$ 60.00	\$ 6,000.00	\$ 40.00	\$ 4,000.00	\$ 30.00	\$ 3,000.00	\$ 46.00	\$ 4,600.00	\$ 50.00	\$ 5,000.00
8	Miscellaneous Owner Directed Work	1	LS		\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
9	O&M Manuals and On-Site Owner Training	1	LS		\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00
10	Construction Records	1	LS		\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
	Total Base Bid (does not include Washington State Sales Tax)					\$ 493,500.00		\$ 474,600.00		\$ 549,800.00		\$ 605,000.00		\$ 684,495.00

ADDITIVE ALTERNATE														
1	Cementitious Waterproofing of Wetwell	1	LS		\$ 15,000.00	\$ 15,000.00	\$ 25,000.00	\$ 25,000.00	\$ 22,000.00	\$ 22,000.00	\$ 72,500.00	\$ 72,500.00	\$ 41,500.00	\$ 41,500.00
	Total Additive Alternate (does not include Washington State Sales Tax)					\$ 15,000.00		\$ 25,000.00		\$ 22,000.00		\$ 72,500.00		\$ 41,500.00

BASE BID PLUS ADDITIVE ALTERNATE														
	Total Base Bid Plus Additive Alternate (does not include Washington State Sales Tax)					\$ 508,500.00		\$ 499,600.00		\$ 571,800.00		\$ 677,500.00		\$ 725,995.00


BID GUARANTEE FOR PROJECTS OVER \$35,000? (YES OR NO)  
ADDENDUM ACKNOWLEDGED? (YES OR NO)

<u>YES</u>	<u>YES</u>	<u>YES</u>	<u>YES</u>
<u>YES</u>	<u>YES</u>	<u>YES</u>	<u>YES</u>



**AGENDA  
BILL  
Item 7.E**

**District Personnel Policies  
Manual Update**

DATE SUBMITTED:	February 14, 2022	MEETING DATE:	February 23, 2022
TO: BOARD OF COMMISSIONERS	FROM: Justin Clary, General Manager		
GENERAL MANAGER APPROVAL			
ATTACHED DOCUMENTS	1. Personnel Policies Manual, redline revision		
TYPE OF ACTION REQUESTED	RESOLUTION <input type="checkbox"/>	FORMAL ACTION/ MOTION <input checked="" type="checkbox"/>	INFORMATIONAL /OTHER <input type="checkbox"/>

**BACKGROUND / EXPLANATION OF IMPACT**

In tandem with the current agreement with the local chapter of the American Federation of State, County and Municipal Employees (AFSCME) that governs employment practices specific to union-represented employees, the District's personnel policies manual defines the District's philosophy, and employment practices, policies, and benefits provided to all District staff. As state and case law evolves and new issues arise, the manual has been revised from time-to-time to keep abreast with current practices and laws. The last revision to the manual was completed in February 2019. Since that time, a new union agreement has been executed, the District has mandated employee vaccinations against COVID-19, and the state has created the long-term care program. To take advantage of the revision, staff have identified other miscellaneous revisions to the manual for the Board's consideration. The proposed revisions are provided in redline/strikeout mode for ease of identification.

**FISCAL IMPACT**

None anticipated.

**APPLICABLE EFFECTIVE UTILITY MANAGEMENT ATTRIBUTE(S)**

Employee & Leadership Development

**RECOMMENDED BOARD ACTION**

Staff recommends that the Board approve the revised personnel policies manual.

**PROPOSED MOTION**

A recommended motion is:

"I move to approve the revised personnel policies manual, as presented."

# PERSONNEL POLICIES MANUAL

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## LAKE WHATCOM WATER & SEWER DISTRICT



Last Updated ~~Month-Day~~February 23, 2022

### Mission

*To provide the best possible water and sewer services to District customers in a cost efficient manner, and in a way that contributes to protecting Lake Whatcom water quality.*

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



## Welcome to Lake Whatcom Water and Sewer District

Dear District Employee:

We're very happy to welcome you to the Lake Whatcom Water and Sewer District. Thank you for joining us! We want you to feel that your association with the District will be a mutually beneficial and pleasant one.

This manual provides answers to most of the questions you may have about the District's benefit programs, as well as the employee policies and procedures we abide by—our responsibilities to you and your responsibilities to the District. If anything is unclear, please discuss the matter with your supervisor. You are responsible for reading and understanding this manual and your performance evaluations will reflect your adherence to District policies. In addition to clarifying responsibilities, we hope this manual also gives you an indication of our interest in the welfare of all who work here.

From time to time, the information included in our personnel policies manual may change. Every effort will be made to keep you informed through suitable lines of communication, including postings on employee bulletin boards and/or staff meetings.

We extend to you our personal best wishes for your success and happiness throughout your tenure at the District.

Sincerely,

---

President, Board of Commissioners

---

Secretary, Board of Commissioners

---

Commissioner

---

Commissioner

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Commissioner

---

Justin Clary, General Manager



## RECEIPT AND ACKNOWLEDGMENT

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Please read the following statements, sign, date, and return this form to the Administrative Assistant. This form will be placed in your personnel file as evidence of receipt and acknowledgement of the District's Personnel Policies Manual.

This personnel policies manual is an important document intended to help you become acquainted with your benefits, our personnel practices and rules, and some of the organizational philosophy of the Lake Whatcom Water and Sewer District (District). This manual will serve as a guide—individual circumstances may call for individual attention.

The contents of this manual may be changed at any time at the direction of the Board of Commissioners. No changes in any benefit, policy or rule will be made without due consideration of the mutual advantages, disadvantages, benefits and responsibilities such changes will have on you as an employee of the District. The policies in this manual, as dated, replace all previous such policies.

I understand and acknowledge that it is my responsibility to read these policies.

I understand and acknowledge that these policies do not create an employment contract or a guarantee of employment of any specific duration between the District and its employees. These policies are general guidelines and do not constitute promises of specific treatment. The District recognizes that at times things do not always work out as hoped, and either the District or I myself may decide to terminate the employment relationship.

I understand and acknowledge that no supervisor or representative of the District other than the General Manager has the authority to make any written or verbal statements or representations, which are inconsistent with these policies.

Furthermore, I understand that in the event of any conflict between language found in the District's Personnel Policies Manual and the current contract with the members of AFSCME Council 2 Local 114WD (Union Contract), the language in the Union Contract shall prevail for those employees represented by AFSCME Council 2 Local 114WD.

I have received and read a copy of the Lake Whatcom Water & Sewer District Personnel Policies Manual. I acknowledge that, except for the policies of at-will employment, the District reserves the right to revise, delete, and add to the provisions of this employee manual. All such revisions, deletions, or additions must be in writing and must be signed by the General Manager of the District. No oral statements or representations can change the provisions of this manual.

I understand that my employment is terminable "at will," unless specific rights are granted to me in employment contracts or elsewhere, either by myself or by the District, regardless of the length of my employment or the granting of benefits of any kind.

I understand and acknowledge that, during the course of my employment, confidential information may be made available to me in the form of customer files, legal casework, or other

related information; I understand that this information cannot be disseminated or made public unless authorized by the General Manager. In the event of my termination of employment, whether voluntary or involuntary, I hereby agree not to utilize or disclose any information obtained during my employment with the District.

I have read and fully understand the policy on harassment and bullying behavior and acknowledge that this behavior is prohibited.

I understand that, should the content of this manual be changed in any way, the District may require an additional signature indicating that I am aware of and understand any new policies.

I hereby consent to deduction from my final paycheck of any amounts advanced to me that remain unearned when my employment with the District ends, including any unearned vacation leave.

I further understand that this agreement supersedes all prior agreements, understanding, and representations concerning my employment with the District (with the exception of language found in the current Union Contract).

If you have any questions about these policies or any other policies of the District, please ask your supervisor or the General Manager.

I understand that my signature below indicates that I have read and understand the above statements and acknowledge receipt of the Lake Whatcom Water and Sewer District Personnel Policies Manual, and that I agree to abide by the procedures and policies in the Manual.

\_\_\_\_\_  
Employee Name (printed)

\_\_\_\_\_  
Position

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
General Manager Signature

\_\_\_\_\_  
Date

## CONTENTS

RECEIPT AND ACKNOWLEDGMENT	III
1 INTRODUCTION	1
1.1 INTENT OF POLICIES	1
1.2 SCOPE OF POLICIES	1
1.3 CHANGING THE POLICIES	2
1.4 ADMINISTRATION OF PERSONNEL SYSTEM	2
1.5 DEFINITIONS	2
2 GENERAL POLICIES AND PROCEDURES	4
2.1 EQUAL EMPLOYMENT OPPORTUNITY POLICY	4
2.2 ANTI-DISCRIMINATION POLICY	5
2.3 DISABILITY DISCRIMINATION PROHIBITED	5
2.4 ACCOMMODATION POLICY	6
2.5 RELIGION IN THE WORKPLACE POLICY	6
2.6 LIFE THREATENING/COMMUNICABLE DISEASES	7
2.7 ANTI-HARASSMENT POLICY	7
2.8 SEXUAL HARASSMENT PROHIBITED	12
2.9 HARASSMENT REPORTING PROCEDURE	12
2.10 WORKPLACE VIOLENCE PREVENTION POLICY	13
2.11 EMPLOYEE PERSONNEL RECORDS	14
2.12 EMPLOYMENT REFERENCES	16
3 EMPLOYMENT PRACTICES	16
3.1 MERIT EMPLOYMENT	16
3.2 APPOINTING AUTHORITY	16
3.3 HIRING PROCEDURES	16
3.4 TEMPORARY EMPLOYEES	17
3.5 PROBATIONARY PERIOD	18
3.6 EMPLOYMENT OF RELATIVES (NEPOTISM)	18
3.7 PROMOTIONS	19
4 HOURS AND ATTENDANCE	20
4.1 WORKING HOURS	20
4.2 OVERTIME/COMPENSATORY TIME	20
4.3 ABSENCE OR LATENESS	21
4.4 EXCESSIVE ABSENTEEISM OR LATENESS	21
4.5 RECORD OF ABSENCE OR LATENESS	21
4.6 UNUSUAL WEATHER CONDITIONS	22
4.7 BREAKS AND MEAL PERIODS	22
4.8 CALL BACK	22
4.9 ON-CALL	22
4.10 STANDBY PAY	23
5 COMPENSATION	23
5.1 SALARY AND PAY PLAN	23
5.2 GENERAL SALARY PRACTICES	24
5.3 PAYDAYS	25
5.4 REIMBURSEMENT FOR TRAVEL	25
5.5 REIMBURSEMENT FOR EMERGENCY OVERTIME MEALS	25

## CONTENTS (CONTINUED)

5.6	GARNISHMENT	26
5.7	COMPENSATION UPON TERMINATION	26
5.8	REIMBURSEMENT FOR COFFEE AND LIGHT REFRESHMENTS SERVED AT MEETINGS	26
5.9	REIMBURSEMENT FOR CONTINUING EDUCATION	26
6	BENEFITS	28
6.1	RETIREMENT BENEFITS	28
6.2	DEFERRED COMPENSATION	28
6.3	DISABILITY BENEFITS (WORKERS COMPENSATION)	28
6.4	HEALTH INSURANCE	29
6.5	VEBA TRUST ACCOUNT CONTRIBUTIONS	29
6.6	CONTINUATION OF INSURANCE COVERAGE	29
6.7	UNEMPLOYMENT COMPENSATION	30
6.8	BENEFITS UPON HIRE AND TERMINATION	31
6.9	BENEFITS FOR PART TIME AND TEMPORARY EMPLOYEES	31
6.10	BOOT ALLOWANCE AND COATS	31
6.11	LONG-TERM CARE PROGRAM	32
7	LEAVES	32
7.1	VACATION	32
7.2	SICK LEAVE	34
7.3	FAMILY LEAVE	37
7.4	PAID FAMILY & MEDICAL LEAVE ACT	37
7.5	EXTENDED LEAVES	38
7.6	BEREAVEMENT LEAVE	38
7.7	OTHER LEAVES OF ABSENCE WITHOUT PAY	39
7.8	SHARED LEAVE PROGRAM	39
7.9	JURY AND WITNESS SERVICE	40
7.10	MILITARY LEAVE	40
7.11	HOLIDAYS	41
8	EMPLOYEE PERFORMANCE EVALUATION SYSTEM AND TRAINING	42
8.1	EMPLOYEE PERFORMANCE EVALUATION SYSTEM	42
8.2	TRAINING POLICY	43
9	EMPLOYEE RESPONSIBILITIES AND CONDUCT	43
9.1	OUTSIDE EMPLOYMENT, CONFLICTS OF INTEREST, AND PECUNIARY INTERESTS	44
9.2	POLITICAL ACTIVITIES	45
9.3	REPORTING IMPROPER GOVERNMENTAL ACTION (WHISTLEBLOWER PROTECTION ACT)	45
9.4	NO SMOKING POLICY	47
9.5	USE OF DISTRICT VEHICLES AND EQUIPMENT	47
9.6	SEAT BELT POLICY	47
9.7	MOTOR VEHICLE AND SELF-PROPELLED EQUIPMENT OPERATING REQUIREMENTS	47
9.8	SAFETY	49
9.9	TELEPHONE POLICY	49
9.10	SUBSTANCE ABUSE	50
9.11	INFORMAL COMPLAINT PROCEDURE/PROBLEM SOLVING PROCESS	51
9.12	OPEN COMMUNICATION POLICY FOR DISTRICT OPERATIONS	52

## CONTENTS (CONTINUED)

---

9.13	USE OF TECHNOLOGY E-MAIL/INTERNET POLICY	53
9.14	OFFICE PET POLICY	56
10	DISCIPLINE AND TERMINATION	56
10.1	GUIDELINES FOR APPROPRIATE CONDUCT	56
10.2	DISCIPLINE AND TERMINATION PROCEDURE	58
10.3	GRIEVANCE PROCEDURE FOR NON-EXEMPT EMPLOYEES	59
11	DISCONTINUED EMPLOYMENT	61
11.1	DEFINITION OF TERMS	61
11.2	NON-EXEMPT EMPLOYEES	62
11.3	EXEMPT EMPLOYEES	62
11.4	ALL EMPLOYEES	63
11.5	LAY-OFF SEQUENCING	63
11.6	RESIGNATION/RETIREMENT NOTIFICATION	63
12	OTHER POLICIES	63
12.1	RECYCLING	63
APPENDIX A		
ORGANIZATION CHART		
APPENDIX B		
POSITION DESCRIPTIONS		
APPENDIX C		
RECORD OF CHANGES		
APPENDIX D		
LISTING OF EXEMPT AND NON-EXEMPT POSITIONS		
APPENDIX E		
LISTING OF UNION AND NON-UNION POSITIONS		
APPENDIX F		
SEVEN (7) STEP SQUARED PAY SCHEDULE		

# 1 INTRODUCTION

## 1.1 Intent of Policies

This Personnel Policies Manual (manual) has been prepared to inform you about the Lake Whatcom Water and Sewer District's (District) philosophy, employment practices and policies, as well as the benefits provided to you as a valued employee and the conduct expected from you.

No policy manual can answer every question, nor would we want to restrict the normal question and answer interchange among us. It is through our person-to-person conversations that we can better know each other, express our views, and work together in a harmonious relationship.

We depend on you. Your success is the District's success. Please do not hesitate to ask questions. Your supervisor will gladly answer them. We believe you will enjoy your work and your fellow co-workers here. We also believe you will find ~~Lake Whatcom Water and Sewer~~the District a good place to work. We ask that you read this manual carefully and refer to it whenever questions arise.

~~Lake Whatcom Water and Sewer~~District policies, benefits and rules as explained in this manual may be changed from time to time as employment legislation, union contract, and economic conditions dictate. If and when provisions are changed, you will be given replacement pages for those that have become outdated. A copy will also be posted on the employee bulletin board~~The current revision of the manual is available on the District's server at:~~

X:\Administration\Governing Documents\Personnel Policy Manual

These policies are not intended to be a contract, express or implied, or any type of promise or guarantee of specific treatment upon which you may rely, as a guarantee of employment for any specific duration. We recognize that things may not always work out as hoped, and either of us may decide to terminate the employment relationship. Please understand that no supervisor, manager or representative of the District other than the General Manager has the authority to enter into any agreement with you for employment for any specified period or to make any written or verbal commitments contrary to the foregoing.

## 1.2 Scope of Policies

These personnel policies apply to all District employees, except the General Manager, who serves at the pleasure of the Board of Commissioners (Board). In cases where these policies conflict with any District resolution, state or federal law, collective bargaining agreement, or personal services contract, the terms of that law or contract or agreement prevail. In all other cases, these policies apply.

### 1.3 Changing the Policies

As the need arises, the Board ~~of Commissioners~~ may modify these policies. The General Manager may deviate from these policies in individual situations, particularly in an emergency, in order to achieve the primary mission of serving the citizens of ~~Lake Whatcom Water and Sewer~~the District. In doing so, the General Manager shall first balance the benefits and burdens to the District and the affected employee or employees. Employees may request specific changes to these policies by submitting suggestions through their supervisor or the Administrative Assistant.

### 1.4 Administration of Personnel System

These policies and the District's personnel system shall be administered as follows:

**Board of Commissioners (Board):** Adopts the budget which includes adjustments to salaries, benefit changes, authorization for positions and training appropriations. The Board ~~of Commissioners~~ shall have the responsibility to adopt ~~the this personnel policies~~ manual and any changes made to these policies. The Board ~~of Commissioners~~ shall have the continuing responsibility to review the actions of the General Manager and ~~his or her~~their administration of the personnel policies. The ~~Commissioners Board~~ have the responsibility to ~~assure~~ ensure the continued financial viability of the District.

**General Manager:** Shall be responsible for the day-to-day operations of the District and the implementation of these rules and policies as set by the Board ~~of Commissioners~~ and employment administration. The General Manager is responsible for the final decision on hiring, termination and discipline of all employees subject to appeal to the Board ~~of Commissioners~~.

**Department Managers:** Shall be responsible for administering their own departments in accordance with these policies and any applicable laws. Managers are responsible for preparing annual performance evaluations and for implementing any necessary disciplinary measures consistent with Section 10.2.

**Administrative Assistant:** Helps to administer the personnel system on behalf of the General Manager as delegated. The Administrative Assistant will be responsible for making any approved changes to the District's Personnel Policies Manual.

### 1.5 Definitions

**Dangerous Weapon:** A dangerous weapon is any object, instrument or chemical designed to be capable of inflicting harm or injury to another person, or which is used or may be used in a manner to harm or injure or to threaten harm or injury to another person. The following non-exclusive list of items shall be considered dangerous weapons: guns, pistols, revolvers, rifles, shotguns, or firearms of any type, air guns, air pistols, air rifles, stun guns and any devices used or intended to be used to injure a person by electric shock, charge or impulse, dirks, daggers, spring blade knives, any knives with a blade of three inches or longer, tear gas, blackjacks, sling shots, billy clubs, sand clubs, metal knuckles, metal pipes or bars used or intended to be used as clubs, explosives, weapons

containing poisonous or injurious gas, devices commonly known as “nun-chu-ka sticks”, and devices commonly known as “throwing stars”. Any object which fits the above definition or is included on the above list shall be considered a dangerous weapon whether it is licensed or unlicensed, concealed or unconcealed.

Pepper spray and mace are not considered dangerous weapons if these items are carried and used for personal protection. A pocketknife with a blade less than three inches in length that is not a spring blade knife is not considered a dangerous weapon. Use of pepper spray, mace, or a non-spring blade pocketknife less than three inches in blade length, in a violent and aggressive manner, other than for purposes of self-defense, will be considered a violation of these policies.

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

**Family Member:** The employee’s: child or parent (including biological, adopted, foster, step or legal guardian, and parent of spouse or registered domestic partner), spouse, registered domestic partner, grandparent, grandchild, or sibling; or other relative who lives in the employee’s home; or any individual who regularly resides in the employee’s home where the relationship creates an expectation that the employee cares for the person, and that individual depends on the employee for care. This definition only applies to Sections 3.6, Employment of Relatives (Nepotism), and 7.6, Bereavement Leave.

**Manager:** An employee who is responsible for directing one or more departments on a regular or part-time basis.

**Normal District Business Days:** Monday through Friday, 8:00 a.m. to 5:00 p.m.

~~Trial~~**Probationary Employee:** An employee who has not yet completed his/her ~~trial or~~ probationary period in a regular position and who has not been certified to regular employment status. Unless otherwise specified, when regular employees are referred to in these policies, they shall include ~~trial~~probationary employees.

**Commented [JC1]:** Consistent with AFSCME CBA

**Regular Full-time Employee:** An employee who has successfully completed a ~~trial-probationary~~ period as defined in these policies and who regularly works an equivalent of a minimum of forty (40) hours a week.

**Regular Part-time Employee:** An employee who has successfully completed a ~~trial-probationary~~ period as defined in these policies and who regularly works an equivalent of less than forty (40) hours a week but at least twenty (20) hours a week.

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



~~**Trial Employee:** An employee who has not yet completed his/her trial or probationary period in a regular position and who has not been certified to regular employment status. Unless otherwise specified, when regular employees are referred to in these policies, they shall include trial employees.~~

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

**Workplace Violence:** The “workplace” shall include all District property, offices, and facilities, jobsites or potential jobsites, and any other place an employee performs work for the District. Workplace violence may be verbal or physical, occurring at the workplace, or in transit to the workplace during working hours. Verbal workplace violence means verbal statements or utterances reasonably perceived as a physical threat to one’s person or property or to the person or property of another. Physical workplace violence means physical action or conduct directed toward another person or another person’s property which is intended to harm, damage, threaten, harass, or intimidate and may or may not include actual physical contact. Workplace violence may include without limitation the following behavior:

- Physical assault or any aggressive conduct that may result in injury;
- Engaging in physical altercation or fight;
- Destruction of property;
- Language or behavior reasonably perceived as threatening to person or property;
- Language or gestures that are violent;
- Use, threatened use, or possession of a dangerous weapon in violation of District policies; or
- Harassment that creates a reasonable concern for personal safety.

## 2 GENERAL POLICIES AND PROCEDURES

### 2.1 Equal Employment Opportunity Policy

~~Lake Whatcom Water and Sewer~~The District is an equal employment opportunity employer. The District employs, retains, promotes, terminates and otherwise treats all employees and job applicants on the basis of job-related qualifications, competence and performance. These policies and all employment practices shall be applied without regard to any individual's sex, race, color, religious persuasion, national origin, ancestry, physical or mental disability, pregnancy, age, marital status, sexual orientation, disability, or any other characteristic protected by applicable federal, state or local law.

## 2.2 Anti-Discrimination Policy

**Prohibition of Unlawful Discrimination:** In accordance with applicable law, the District prohibits discrimination because of sex, race, color, religious persuasion, national origin, ancestry, physical or mental disability, pregnancy, age, marital status, sexual orientation, or any other characteristic protected by federal, state or local law. All such discrimination is unlawful and all persons involved in the operations of the District are prohibited from engaging in this type of conduct. The District is committed to taking all reasonable steps to prevent discrimination from occurring.

**Discrimination Defined:** Federal law defines discrimination as being treated differently because of an employee's membership in a protected category, as listed above.

**The District's Reporting Procedure:** ~~Our~~ ~~The District's~~ reporting procedure provides for an immediate, thorough, and objective investigation of any discrimination claim, appropriate disciplinary action against one found to have engaged in prohibited discrimination, and appropriate remedies to any employee subject to discrimination. An employee may have a claim of discrimination even if ~~he or she has~~ ~~they have~~ not lost a job or some economic benefit.

If any employee believes ~~he/she has~~ ~~they have~~ been discriminated against, or is aware of discrimination against others, the employee should provide a written or verbal report to ~~his/her~~ ~~their~~ supervisor, any other manager, or to the General Manager, as soon as possible. If the employee believes the discrimination involves the General Manager the employee may report directly to the District's legal counsel. The report should include details of the incident(s), the names of individuals involved, the names of any witnesses, direct quotes when relevant, and any documentary evidence (notes, pictures, cartoons, etc.). All incidents of discrimination that are reported will be investigated. The District will endeavor to protect the privacy and confidentiality of all parties involved to the extent possible consistent with a thorough investigation.

If the District determines that discrimination has occurred, it will take remedial action commensurate with the circumstances. Appropriate action will also be taken to deter any future discrimination. If a complaint of discrimination is substantiated, appropriate disciplinary action, up to and including discharge, will be taken.

**Protection Against Retaliation:** Applicable law also prohibits retaliation against any employee by another employee or by the District for reporting, filing, testifying, assisting or participating in any manner in any investigation, proceeding, or hearing conducted by the District or a federal or state enforcement agency. Employees should report any retaliation to a supervisor, any manager or to the General Manager. Any complaint will be immediately, objectively and thoroughly investigated in accordance with the investigation procedure outlined above. If a report of retaliation is substantiated, appropriate disciplinary action, up to and including discharge, will be taken.

## 2.3 Disability Discrimination Prohibited

The District will not discriminate against applicants or employees with a sensory, physical or mental disability, unless the disability cannot be reasonably accommodated and prevents proper

performance of an essential element of the job. An employee who reasonably believes that ~~he/she~~ they needs assistance with a disability shall notify the General Manager in writing specifying the relief requested.

## 2.4 Accommodation Policy

To comply with applicable laws ensuring equal employment opportunities to qualified individuals with disabilities, the District will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or an employee unless undue hardship or a direct threat would result there from.

Any applicant or employee who requires an accommodation in order to perform the essential functions of the job ~~he or she~~ they holds or desires should contact the General Manager and request such accommodation. The accommodation request can be written or oral and can be made by the employee or by someone else on the employee's behalf. The accommodation request should specify the accommodation the employee needs to perform the job. If the requested accommodation is reasonable and will not impose an undue hardship or a direct threat, the District will make the accommodation in accordance with applicable law. The District may propose an alternative to the requested accommodation or may substitute one reasonable accommodation for another and retains the ultimate discretion to choose between reasonable accommodations.

Employees are expected to fully cooperate in the accommodation process. The duty to cooperate includes making every effort to provide management with current medical information. Employees who do not meaningfully cooperate in the accommodation process will waive the right to accommodation.

## 2.5 Religion in the Workplace Policy

The District is committed to complying with all laws that prohibit discrimination, including harassment or retaliation, on the basis of religion. This means that the District will make employment-related decisions regarding its employees without regard to their religious practices or beliefs. The District will provide reasonable accommodation for employees' religious expressions, observances and requirements when employees bring such matters to the District's attention and a reasonable accommodation can be identified unless the accommodation amounts to an undue hardship. The District also maintains a policy whereby employees can complain about alleged religious discrimination, harassment or retaliation. Employees can rest assured that every such complaint will be promptly and thoroughly investigated in accordance with District policy and procedures.

Just as employees have a right to expect the District to keep the workplace free of discrimination, the District expects its employees to be tolerant of each other's right to appropriately – and within the law – express or display their religious status or beliefs in conformance with their religious practices. However, the District also expects employees not to subject co-workers to unwelcome expressions of religious views, proselytizing, while in the workplace. Co-workers could justifiably believe that they should not be subjected to such behavior on the job – but many could also feel that

expressing any negative reaction could cause conflict, resentment or retaliation. It is a violation of District policy to force any employee to participate unwillingly in religious activity out of fear of creating workplace disharmony or offending a co-worker.

On the other hand, it would be acceptable for employees to express verbally their religious beliefs or wear or possess items in the workplace that express religious status or beliefs if these expressions do not otherwise offend the District's anti-harassment policy, disrupt the work environment, or create a health or safety hazard. The District expects that its employees will exercise good judgment and sensitivity to co-workers in making common sense distinctions between the appropriate expression of religious status or belief and conduct or displays that are truly offensive, disruptive, unsafe or otherwise inappropriate.

Employees should feel free to express their concerns about behavior or displays which they believe are truly offensive, threatening, or intimidating on the basis of their religious beliefs, to the point where the tranquility of the workplace environment is compromised. These would include, for example, language or symbols that clearly state, imply, or condone opposition, prejudice, hatred, or violence against any religious group.

The objective of the District is to foster mutual respect and tolerance without interfering with our employees' ability to do their jobs in a peaceful and positive work environment. Any questions or concerns about this policy or perceived violations of this policy should be brought to the attention of the General Manager.

## 2.6 Life Threatening/Communicable Diseases

Employees with life threatening illnesses or communicable diseases are treated the same as all other employees. They are permitted to continue working as long as they are able to maintain an acceptable level of performance and medical evidence shows they are not a threat to themselves or their co-workers. The District will work to preserve the safety of all of its employees and reserves the right to reassign employees or take other job actions, including discharge, when a substantial and unusual safety risk to fellow District employees or the public exists.

**Mandatory Vaccination Against Novel Coronavirus (COVID-19):** All District employees are required to be fully vaccinated against the COVID-19 virus as a condition of employment unless the District has granted a reasonable accommodation for legitimate medical reasons or sincerely held religious beliefs. Fully vaccinated means two weeks after the second dose of the Pfizer or Moderna vaccine or two weeks after a single dose of Johnson & Johnson's Janssen vaccine. This policy is consistent with District Resolution No. 877 and shall remain in full force and effect ~~until~~ unless that resolution is rescinded or revised by a subsequent resolution adopted by the Board.

## 2.7 Anti-Harassment Policy

**Legally Prohibited:** In accordance with applicable law, the District prohibits sexual harassment and harassment because of race, color, national origin, ancestry, religion, creed, physical or mental disability, marital status, sexual orientation, age, or any other basis protected by federal, state, or local

law. All such harassment is unlawful and will not be tolerated. The District is committed to taking all reasonable steps to preventing harassment from occurring.

It is District policy to foster and maintain a work environment that is free from discrimination, intimidation, hostility or other offenses that might interfere with work performance. Toward this end, harassment of any kind, verbal, physical or visual, toward co-workers or members of the public will not be tolerated. Employees are expected to show respect for each other and the public at all times, despite individual differences.

Harassment is defined as verbal or physical conduct that demeans or shows hostility or aversion toward another employee or members of the public. Harassment can take many forms. It may be, but is not limited to: words, signs, jokes, pranks, intimidation, physical contact, or violence. Examples of prohibited conduct include slurs or demeaning comments to employees or members of the public relating to race, ethnic background, gender, religion, sexual orientation, age, or disability.

Each member of the staff and management of ~~Lake Whatcom Water and Sewer~~the District is responsible for creating an atmosphere free of discrimination and harassment, sexual or otherwise, and further, are responsible for respecting the rights of their co-workers and others, including the citizens they serve.

*If you have a harassment complaint, see Section 2.9 for reporting procedure.*

**Workplace Harassment and Bullying Policy:** Workplace Harassment and Bullying is conduct of an employee in the workplace that a reasonable person would find hostile, offensive, and unrelated to an employer's legitimate business interests. Unacceptable conduct may include, but is not limited to, repeated infliction of verbal abuse; nonverbal or physical behavior that threatens intimidates or humiliates or conduct which undermines a person's work performance. Conduct prohibited by this section also includes, but is not limited to hostile, inappropriate and unwanted conduct that affects an employee's dignity, economic livelihood, and health – psychological or physical. Unacceptable conduct also includes one employee aiding, abetting, counseling, soliciting, or coercing another employee into behavior prohibited by this policy.

A single act normally will not constitute a violation of this section unless especially severe and egregious.

**Harassment and Bullying Behavior Prohibited:** Harassment and Bullying behaviors prohibited in this section are intended to protect all customers, members of the general public, employees, contractors and Commissioners.

The following specific examples of Workplace Harassment and Bullying are provided for your guidance. This conduct, if engaged in, would be detrimental to the District's objectives and could lead to disciplinary action, up to and including discharge. It should be understood that the examples are meant to be illustrative, not comprehensive.

1. **Written or Verbal Abuse:** Words or phrases expressed through spoken, written or electronic communication. Examples include:

- Sexual innuendoes, teasing and other sexual talk such as jokes, personal inquiries, persistent unwanted courting and sexist put-downs;
  - Slurs, jokes, or any derogatory remarks about a person's race, color, sex, national origin, religion, age, disability, sexual orientation, language, or accent, disparaging or disrespectful comments even if unrelated to a person's race, color, sex, national origin, religion, age, disability or sexual orientation;
  - Loud, angry outbursts or obscenities;
  - Name calling;
  - Public or private humiliation;
  - Yelling and screaming;
  - Ridicule;
  - Profanity;
  - Belittling;
  - Condescension;
  - Stereotyping;
  - Insults;
  - Devaluing;
  - Taunting;
  - Character assassination;
  - Making rude, degrading or offensive remarks; and
  - Threatening or intimidating another person by stating or implying that bad events are going to happen to them, regardless of whether specifics are described.
2. **Nonverbal and Physically Abusive Behaviors:** All aspects of communication and body language except the actual words themselves. Examples include:
- Display of explicit or offensive calendars, posters, pictures, drawings or cartoons which reflect disparagingly upon a class of persons or a particular person;
  - Invading personal space;
  - Aggressive or intimidating finger pointing;
  - Hostile glaring or staring;
  - Making gestures that seek to intimidate;
  - In the case of physical contact, refer to Workplace Violence or Sexual Harassment policies;

- Creating a hostile work environment through an angry demeanor; and
  - Throwing instruments or equipment.
3. **Undermining an Individual's Ability to Work:** Any behavior or action that disrupts, prevents, alters, undermines or interferes with an individual's ability to perform their duties. Examples include:
- Hazing (torment based on group membership);
  - Engaging in reprisals for the reporting of alleged violations;
  - Withholding requisite information or resources;
  - Intentional alteration of equipment or supplies;
  - Misrepresentation, including rumors or gossip about an individual's performance or capability;
  - Creating a hostile work environment through an angry demeanor;
  - Unwarranted criticism that adversely impacts;
  - Isolating, excluding or shunning from the team;
  - Oppression or abuse of perceived or actual power;
  - Throwing instruments or equipment;
  - Coercing staff to violate standards of practice;
  - Sabotage of reputation, performance or job status;
  - Any fear-instilling conduct that causes distress;
  - Taking credit for work not personally accomplished;
  - Constantly interrupting others;
  - Prohibiting individuals from speaking to other individuals;
  - Assigning hazardous work without protection; and
  - Detrimental changes to duties and responsibilities.

All such harassment will not be tolerated. The District is committed to taking all reasonable steps to preventing harassment and bullying from occurring.

**Resolution Process:** For the purposes of resolving Section 2.7 concerns, employees are encouraged to bring their complaints to the General Manager. Complaints may be handled on an informal level. This process provides an opportunity to seek information and to discuss with an employee or employees the personal or organizational consequences stemming from unacceptable conduct defined in this section. No formal investigation will be engaged in at this level and the General Manager is not required to initiate the District Reporting Procedure and an investigation.

Should an aggrieved employee wish to file a formal complaint, it is their responsibility to initiate the complaint in writing to the General Manager stating the incident, witnesses, and any other applicable information the aggrieved employee feels is pertinent to the complaint.

If the complaint involves potential acts of discrimination prohibited by law and by other sections of Chapter 2 of ~~the Personnel Policies~~this manual, the General Manager reserves the right to implement the procedures outlined in Section 2.9.

Nothing in this section shall prohibit the General Manager from initiating a formal process of investigation should ~~he/she~~they believe that harassment or bullying is taking place in the workplace.

**Timeliness of Formal Complaints:** Individuals who wish to file a formal complaint must do so within six (6) months from the date of the most recent alleged violation of Section 2.7. The investigation will begin within ten (10) normal business days of receipt of a formal complaint by the General Manager, if not absent from the workplace. Barring extraordinary circumstances, the General Manager will strive to complete the investigation, determine remedies and communicate the results within ten (10) days of the start of the investigation.

**Corrective Action:** Remedies may be determined partly by weighing the severity and frequency of the violations. Greater weight may be assigned when there is a documented pattern of misconduct. The goal of any chosen remedy is to reverse the negative impact on the complainant; affected co-workers and to restore workplace productivity. Remedies may include, but not be limited to:

- Apology by the offender;
- Skills training to overcome identified deficiencies;
- Mandatory intervention: personal assessment, evaluation by employees, remedial training/coaching and a performance improvement plan;
- Mandatory mental health counseling for the offender; or
- Demotion or termination of the offender consistent with Chapter 10 in ~~the Personnel Policies Manual~~this manual.

**Preserving Process Integrity:** The purpose of this section is to correct and prevent threats to workplace health and productivity. Individuals are discouraged from filing frivolous complaints.

In the event that three (3) consecutive complaints filed by an individual against the same person in a 12-month period fail to result in at least one confirmed Section 2.7 policy violation, the complainant will be counseled against abusing, and therefore, undermining the spirit of the policy. Complainant may be subject to corrective action.

**Management Rights:** The District's right to assign tasks, reprimand, or impose disciplinary sanctions should not be confused with workplace harassment and bullying. In particular the District's right to assign tasks and its right to reprimand or impose disciplinary sanctions is not considered harassment or bullying under this section.



## 2.8 Sexual Harassment Prohibited

Sexual harassment will not be tolerated at ~~Lake Whatcom Water and Sewer~~<sup>the</sup> District. Prompt disciplinary action will be taken against any employee who commits or participates in any form of sexual harassment.

Sexual harassment may include unwelcome sexual advances, requests for sexual favors, other verbal or physical contact of a sexual nature when such conduct creates an intimidating environment, prevents an individual from effectively performing the duties of their position, or when such conduct is made a condition of employment or compensation, either implicitly or explicitly.

Federal law defines sexual harassment as unwanted sexual advances, requests for sexual favors or visual, verbal or physical conduct of a sexual nature when: (1) submission to such conduct is made a term or condition of employment; or (2) submission to or rejection of such conduct is used as basis for employment decisions affecting the individual; or (3) such conduct has the purpose or effect of unreasonably interfering with an employee's work performance or creating an intimidating, hostile or offensive working environment. The following is a partial list:

- Unwanted sexual advances;
- Offering employment benefits in exchange for sexual favors;
- Making or threatening reprisals after a negative response to sexual favors;
- Visual conduct: leering, making sexual gestures, displaying sexually suggestive objects or pictures, cartoons or posters;
- Verbal conduct: making or using derogatory comments, epithets, slurs, and sexually explicit jokes and/or comments about an employee's body or dress;
- Verbal sexual advances or propositions;
- Verbal abuse of a sexual nature, graphic verbal commentary about an individual's body, sexually degrading words to describe an individual, suggestive or obscene letters, notes or invitations; and
- Physical conduct: touching, impeding or blocking movements.

It is unlawful for males to sexually harass females or other males, and for females to sexually harass males or other females. Sexual harassment on the job is unlawful whether it involves harassment by coworkers, by a supervisor or manager, or by persons doing business with or for the District.

*If you have a sexual harassment complaint, please follow the steps ~~below~~ in Section 2.9, Reporting Procedure.*

## 2.9 Harassment Reporting Procedure

**Procedure:** ~~Our~~<sup>The District's</sup> reporting procedure provides for an immediate, thorough and objective investigation of any harassment claim, appropriate disciplinary action against one found to have engaged in prohibited harassment, and appropriate remedies to any employee subject to

harassment. An employee may have a claim of harassment even if ~~he or she has~~they have not lost a job or some economic benefit.

If any employee believes ~~he/she has~~they have been harassed on the job, or is aware of the harassment of others, the employee should provide a written or verbal report to ~~his/her~~their supervisor, to any manager or to the General Manager as soon as possible. If the employee believes the harassment involves the General Manager, the employee may raise the issue directly with the District's ~~attorney~~legal counsel. The report should include details of the incident(s), the names of individuals involved, the names of any witnesses, direct quotes when relevant, and any documentary evidence (notes, pictures, cartoons, etc.). All incidents of harassment that are reported will be promptly investigated. The District will endeavor to protect the privacy and confidentiality of all parties involved to the extent possible consistent with a thorough investigation.

If the District determines that harassment has occurred, it will take remedial action commensurate with the circumstances. Appropriate action will also be taken to deter any future harassment. If a complaint of harassment is substantiated, appropriate disciplinary action, up to and including discharge, will be taken.

**Protection Against Retaliation:** Applicable law also prohibits retaliation against any employee by another employee or by the District for reporting, filing, testifying, assisting or participating in any manner in any investigation, proceeding, or hearing conducted by the District or a federal or state enforcement agency. Employees should report any retaliation to a supervisor, any manager or to the General Manager. Any complaint will be immediately, objectively and thoroughly investigated in accordance with the investigation procedure outlined above. If a report of retaliation is substantiated, appropriate disciplinary action, up to and including discharge, will be taken.

**Liability for Harassment:** Any employee, including any supervisor or manager, who is found to have engaged in unlawful harassment is subject to disciplinary action up to and including discharge from employment. An employee who engages in harassment may be held personally liable for monetary damages, should a lawsuit be filed.

## 2.10 Workplace Violence Prevention Policy

The ~~Lake Whatcom Water and Sewer~~ District shall not tolerate workplace violence by or against its employees, its customers or clients, or visitors to its workplaces. Employees who violate this policy shall be subject to prompt and appropriate disciplinary action, up to and including termination, and may be subject to additional penalties under applicable local and state laws. In addition, any employee who commits or threatens to commit acts of workplace violence may be required to undergo a fit for duty medical examination to determine if the employee is fit to work or presents a safety risk to ~~him or herself~~themselves or to others.

The possession or use of dangerous weapons by employees, customers, clients, or visitors on District property, conducting District business, or while in a District vehicle, is prohibited.

1. Employees who carry dangerous weapons in their personal vehicles are prohibited from bringing or leaving those vehicles on District property or using those vehicles in the conduct of official District business.
2. Employees may carry mace or pepper spray ~~for their personal use~~ onto District property solely for their personal protection, except where specifically prohibited, as long as those devices are concealed from sight and stored in a secured compartment.
  - Utility Systems Support Specialists, or other employees assigned duties associated with water meter reading and/or maintenance, are allowed to carry mace or pepper spray during the performance of District business for use solely in the protection of themselves, other District employees, or the public.

**Commented [AB2]:** "Personal use" is fairly broad. Consider replacing with "solely for their personal protection," which is more in line with this policy exception.

Employees should promptly report workplace violence whether or not any physical injury has occurred. Such reports shall be taken seriously, dealt with appropriately, and, except as required by law, treated as confidential to the extent that it does not hinder the investigation or resolution of the report.

The District prohibits and shall not tolerate retaliation against an employee who in good faith files a complaint of workplace violence. Employees should report any retaliation to a supervisor, any manager, or to the General Manager, as soon as possible. If the retaliation involves the General Manager, the employee may raise the issue directly with the District's attorney.

## 2.11 Employee Personnel Records

**General:** Access to an employee's personnel file is limited to the General Manager, ~~the Board of Commissioners~~ and the employee. With the authorization of the General Manager, sSupervisory staff may have limited access to specific information such as prior performance evaluations of employees within their department. The Board may also request pertinent information from an employee's personnel file to inform a personnel decision. The personnel file contains such items as the employee's job application, job description, benefit enrollments, emergency numbers and contacts, salary information, performance evaluations, disciplinary actions, and letters of commendation. Medical information about employees will be kept in a separate and confidential file.

**Commented [JC3]:** Should the Board be allowed access?

**Commented [AB4R3]:** From a liability standpoint, it is always preferable to limit access to personnel files and maintain privacy to the extent possible. In my view, individual board members should not have access to personnel files and collective Board review should be limited to information needed to make an informed personnel decision.

Keeping your personnel file up-to date can be important to you with regard to pay, deductions, benefits and other matters. If you have a change in any of the following items, please be sure to notify the Administrative Assistant or the Accounts Payable/Payroll ~~Technician & Benefits Administrator~~ as soon as possible:

- Legal name
- Home address
- Home telephone number
- Person to call in case of emergency
- Number of dependents
- Marital status
- Change of beneficiary

- Driving record or status of driver's license, if you operate any District vehicles
- Military or draft status
- Exemptions on your W-4 tax form

Coverage or benefits that you and your family may receive under the District's benefit package could be negatively affected if the information in your personnel file is incorrect.

Since the District refers to your personnel file when decisions are made in connection with promotions, transfers, layoffs, and recalls, it is to your benefit to be sure your personnel file includes information about completion of educational, certification or training courses, outside activities, and areas of interest and skills that may not be part of your current position with the District.

Employees are encouraged to provide relevant medical information for the separate Emergency Medical File that is accessible to the staff in case of an emergency. This file can contain information such as known allergies, prescription medications, contact persons etc. that may be of help if you are ever injured on the job or otherwise involved in an emergency situation.

Personnel files are confidential to the maximum extent permitted by law. Except for routine verifications of employment, no information from an employee's personnel file will be made available to the public.

**Employee's Right to Inspect File:** Each employee shall have the right to inspect their personnel file at least annually, if they make the request to do so. Medical information about employees is contained in a separate confidential file. ~~Access to and Maintenance of all official personnel records shall be limited to the General Manager, and, with the authorization of the General Manager, those managers whose job responsibilities require them to have access to those files or knowledge of specific information contained in them.~~

**Commented [AB5]:** Redundant with the language under the "General" section, above.

An employee may make a written request to remove irrelevant or erroneous information in their personnel file. If the District denies the employee's request to remove the information, the employee may submit a written statement of explanation to be placed in their file. If you wish to see your personnel file, please make your request to the General Manager. You have the right to a copy of any information in your file.

Any performance evaluation or disciplinary notice or commendation that is inserted into the employee's personnel file shall be brought to the attention of the employee within ten (10) Normal District Business Days. If requested, the employee should acknowledge receipt of any document that is placed in the personnel file by signing and dating the document. In the event the employee refuses to sign the document, the Union President shall sign an acknowledgment that a copy was made available to the employee and that the employee refused to acknowledge receipt. The employee shall have an opportunity to insert into her/his District personnel file whatever documentation the employee believes necessary to challenge contentions made in the material.

Records of oral warnings and written reprimands shall be removed from the employee's personnel file after 24 months if no related violations have occurred. Any discipline relating to sexual harassment and/or unlawful discrimination because of race, color, religion, national origin, sex,

marital status, sexual orientation, physical, sensory or mental disability, or age will stay in the employee's personnel file permanently.

Any complaint by any person or from any source which has the potential to be used in a disciplinary matter of an employee shall be reduced to writing within ten (10) Normal District Business Days of the event triggering the complaint and shown to the employee as soon as practicable. Any complaint not reduced to writing and shown to the employee will not be used in any disciplinary matter concerning that employee.

## 2.12 Employment References

Only the General Manager will provide employment references on current or former District employees. References will be limited to verification of employment and salary unless the employee has completed a written waiver and release.

# 3 EMPLOYMENT PRACTICES

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## 3.1 Merit Employment

Consideration in the selection, placement and retention of employees shall be based solely on merit. Merit is defined as the match between the knowledge, abilities, skills, and interests of the individual and the work and/or position assigned and how well the employee performs those duties. Selection processes will be job related, and will attempt to measure a candidate's knowledge, abilities, skills, and interests as they relate to the duties of the position.

Each applicant shall complete and sign an application form prior to being considered for any position. Resumes may supplement, but not replace, the District's application.

Any applicant supplying false or misleading information is subject to immediate termination if hired.

## 3.2 Appointing Authority

The General Manager is the appointing authority of the District with the power of appointment and removal of all employees. Department managers shall make recommendations to the General Manager regarding the appointment and removal of their employees.

## 3.3 Hiring Procedures

When a position becomes vacant and needs to be filled, the position will be posted and/or advertised upon authorization of the General Manager.

Job-related tests may be given to help determine an employee's aptitude or ability to perform a specific job. Such tests may be given to candidates for job changes and promotions, as well as to

new applicants. Test results will be confidential. The District may also conduct certain background verifications, procedures as required by law. An example of such is requiring applicants/employees to show proof they are authorized to work in the United States.

**Driving Record/License:** Applicants for positions in which the applicant is expected to operate a motor vehicle must be at least eighteen (18) years old and will be required to present a valid Washington State driver's license with any necessary endorsements. Applicants must provide an abstract of their driving record. Abstracts are available from the Department of Licensing. Applicants with poor driving records, as determined by the District, may be disqualified for employment with the District in positions that require driving.

**Medical Examination:** After an offer of employment has been made and prior to commencement of employment, the District may require persons selected for employment to successfully pass a medical examination which will be paid for by the District. The purpose of the examination is to determine if the individual is physically able to perform the job and to ensure his/her physical condition will not endanger the health, safety or well-being of other employees or the public. The offer of employment may be conditioned on the results of the examination, which may include testing for alcohol and controlled substances.

A candidate may be disqualified from consideration if: (1) found physically unable to perform the duties of the position (and the individual's condition cannot reasonably be accommodated in the workplace); (2) the candidate refuses to submit to a medical examination or complete medical history forms.

**Offers of Employment:** After a candidate's selection or promotion has been approved by the General Manager, the hiring manager will notify the candidate in writing to officially extend an offer of employment or promotion, including compensation levels and conditions of employment. The candidate must be made aware that employment and compensation is always subject to budget availability and continued satisfactory performance. Only the General Manager or Board ~~of Commissioners~~ has the authority to offer employment.

### 3.4 Temporary Employees

The General Manager may use temporary employees if authorized in the budget to temporarily replace regular employees who are on vacation or other leave, to meet peak workload needs, or to temporarily fill a vacancy until a regular employee is hired. Temporary employees may be hired without competitive recruitment or examination, although all hiring processes must comply with state and federal laws.

**Compensation/Benefits:** Temporary employees are eligible for overtime pay as required by law. Temporary employees normally do not receive District benefits. The General Manager may negotiate District benefits for temporary employees on a case-by-case basis, considering the District's need for the employee, the employee's skills and abilities, and the estimated length of temporary employment with the District.

Temporary employees pay contributions to the social security system, as does the District on their behalf. Temporary employees will normally not be placed on the state PERS retirement system, although there are a few exceptions depending on PERS eligibility criteria.

### 3.5 ~~Trial-Probationary~~ Period

Upon employment, all employees enter a ~~trial-probationary~~ period that is considered an integral part of the selection and evaluation process. The ~~trial-probationary~~ service period is designed to give the employee time to learn the job and to give the supervisor time to evaluate whether the match between the employee and the job is appropriate. If during this period, the employee's attitude, work habits, attendance, or performance prove unsatisfactory, the employee may be released at the General Manager's discretion. ~~Trial-Probationary~~ employee's separations from employment are not subject to the grievance process.

Commented [JC6]: Consistent with AFSCME CBA

The ~~trial-probationary~~ period is twelve (12) months from the employee's date of employment or reemployment. Satisfactory completion of the ~~trial-probationary~~ period does not create an employment contract or guarantee employment with the District for a specified duration.

In lieu of immediate discharge of an employee for unsatisfactory performance, the District may extend an employee's ~~trial-probationary~~ service period for a period not to exceed three (3) months.

**Performance Reviews During ~~Trial-Probationary~~ Period:** During the ~~trial-probationary~~ period, the employee's performance will be formally evaluated in writing every three (3) months. These evaluations will either demonstrate that the employee has successfully completed the probationary period, or will provide a written plan of improvement that includes what is needed for the employee to gain regular employment status.

Once the ~~trial-probationary~~ period is successfully completed, the employee will be certified to regular employment status. Satisfactory completion of the ~~trial-probationary~~ period does not create an employment contract or guarantee employment with the District for a specified duration. Supervisors shall complete a performance evaluation prior to the end of the ~~trial-probationary~~ period (see also Chapter 10 of this manual).

**Use of Sick Leave/Vacation:** ~~Trial-Probationary~~ employees are granted vacation leave and sick leave as described in Chapter 7 of this manual.

### 3.6 Employment of Relatives (Nepotism)

It is District policy that a family member of current District employees, the ~~District-Board-of-Commissioners~~, and District consultants will not be employed by the District.

**Change in Circumstances:** If two employees marry, become related, or begin sharing living quarters with one another, and in the District's judgment, the potential problems exist or reasonably could exist, only one of the employees will be permitted to stay with the District; unless reasonable accommodations, as determined by the General Manager can be made to eliminate the potential problem. The decision to which employee will remain with the District must be made by the two

employees within thirty (30) calendar days of the date they marry, become related, or begin sharing living quarters with each other. If no decision is made during this time, the District reserves the right to terminate either employee. Potential problems could be one of the following:

- One of the parties would have authority (or practical power) to supervise, appoint, remove, or discipline the other;
- One party would handle confidential material that creates improper or inappropriate access to that material by the other;
- One party is responsible for auditing the work of the other; or
- Other circumstances exist that might lead to potential conflict among parties or conflict between the interest of one or both parties and the best interests of the District.

### 3.7 Promotions

The District's policy is to encourage promotion from within the organization whenever possible. All openings will be posted so employees may become aware of opportunities and apply for positions in which they are interested and qualified.

Before advertising a position to the general public, the General Manager may choose to circulate a promotional opportunity within the District.

The District reserves the right to seek qualified applicants outside of the organization at its discretion. Current employees applying for positions will be given preference when qualifications are equal to or exceed those of outside candidates.

All openings for the District will be posted on the District bulletin board. To be considered for promotion, an employee must be employed in their position for at least twelve (12) months and meet the qualifications for the vacant position, unless such requirements are waived by the General Manager in the best interests of the District.

**New ~~Trial~~-Probationary Period:** After promotion to a new position, a new ~~trial-probationary~~ period of three (3) months must be completed, unless waived or reduced by the General Manager. In the case of unsatisfactory performance in a promotional situation, the employee may be considered for transfer back to the previous position held by the employee.



## 4 HOURS AND ATTENDANCE

### 4.1 Working Hours

A normal working schedule for regular, full-time employees consists of a five (5) day, forty (40) hour work week during Normal District Business Hours. Alternate work schedules may be established by mutual agreement or assignment by the General Manager. Alternate work schedules include:

Nine (9) day – Eighty (80) hour or Four (4) day – Forty (40) hour

The Four (4) day – Forty (40) hour work schedule begins on President's Day holiday in February and continues through the ~~Veteran's Day holiday in November~~ end of October.

**Commented [JC7]:** Consistent with AFSCME CBA

Each employee's supervisor will advise employees of their specific working hours. Part-time and temporary employees will work hours as specified by their supervisor.

### 4.2 Overtime/Compensatory Time

All District positions are designated as either "Non - Exempt" or "Exempt" according to the Fair Labor Standards Act (FLSA) regulations. See Appendix D for a listing of exempt and non-exempt positions.

**Non-Exempt Employees:** Non-exempt employees are entitled to additional compensation, either in cash or compensatory time off, when they work more than forty (40) hours during a work week. The employee's supervisor must authorize in advance all overtime for non-exempt employees. The District shall apply the appropriate premium rate of pay per the premium rate table as found in the labor contract to the employee's current straight time pay rate for overtime.

Non-exempt employees entitled to overtime pay may request in writing compensatory time off instead of cash payment. The General Manager approves compensatory time off on a case-by-case basis. The District is not required to grant compensatory time instead of overtime or premium pay. If the compensatory time option is exercised, the employee is credited with the appropriate premium rate of pay for hours worked as overtime. Maximum accruals of compensatory time shall be limited to 80 hours. After maximum accrual, overtime or premium compensation shall be paid. At the end of each calendar year any compensatory time in excess of 40 hours shall be cashed out.

See the current AFSCME Union Contract for Premium Rate of Pay for Non-Exempt Employees.

**Out Of Class Pay For Non-Exempt Employees:** An employee who is temporarily assigned to do the work of an employee in a position where the corresponding maximum pay rate is greater than the maximum pay rate of the occupied positions and, in fact, performs the full scope of work of the temporarily assigned position on a full-time basis for a period of three (3) consecutive shifts or more, shall be paid for all hours actually worked at 5% over the rate of pay which the employee is

normally paid, or at the entry level of the new pay range, whichever is greater. Any such temporary assignment must be in writing.

**Exempt Employees:** Exempt employees are not covered by the FLSA overtime provisions and do not receive either overtime pay or compensatory time in lieu of overtime pay. An exempt employee is paid to perform a job that may not necessarily be completed in a normal work-week. In recognition of the extra time demands of certain exempt positions, limited informal paid leave may be taken, as mutually agreed upon by the employee and the General Manager.

### 4.3 Absence or Lateness

Employees are expected to report for work on time and maintain good attendance. From time to time, it may be necessary for employees to be absent from work. The District is aware that emergencies, illness or pressing personal business that cannot be scheduled outside employee work hours may arise. If you are unable to report to work, or if you will arrive late, you should notify your supervisor before the work day begins or within thirty (30) minutes of your usual starting time. If an absence continues beyond one day, you should call in to your supervisor each day. If your supervisor is unavailable, leave a message with the main receptionist or voice mail.

For late arrivals, indicate when you expect to arrive for work. Notifying a fellow employee is not sufficient. If you are unable to call in yourself because of an illness, emergency or for some other reason, be sure to have someone call on your behalf. If you know in advance that you will need to be absent, you are required to request this time off directly from your supervisor. ~~He or she~~They may determine the most suitable time for you to be absent from work. An employee who is absent without authorization or notification is subject to disciplinary action up to and including termination.

When work takes an employee away from the District offices or normal work areas please notify your supervisor or District office staff.

### 4.4 Excessive Absenteeism or Lateness

In general, five (5) unexcused absences in a ninety (90) day period, or a consistent pattern of absence will be considered excessive, and the reasons for the absences may come under question. Tardiness or leaving early is as detrimental to the District as an absence. Three (3) such incidents in a ninety (90) day period will be considered a tardiness pattern and will carry the same weight as an absence. Other factors, like the degree of lateness, may be considered. Be aware that excessive absenteeism, lateness or leaving early may lead to disciplinary action.

### 4.5 Record of Absence or Lateness

Your supervisor will make a note of any absence or lateness and the reason in your personnel file. Your attendance record will be considered when evaluating requests for promotions, transfers, leaves of absence, and time off, as well as scheduling layoffs. For absences exceeding three (3) successive days, see Chapter 7, Section 7.2, Written Verification, of this manual.

## 4.6 Unusual Weather Conditions

During times of inclement weather or natural disaster, it is essential that the District continue to provide vital public services. Therefore, it is expected that employees make every reasonable effort to report to work without endangering their personal safety.

Unless the District announces an emergency closure applicable to an employee's position, an employee who is unable to get to work or leaves work early because of unusual weather conditions may charge the time missed to vacation or compensatory time. The employee shall advise his/her supervisor by phone as in any other case of late arrival or absence.

## 4.7 Breaks and Meal Periods

Employees may take one (1) fifteen-minute break for every four hours worked. Breaks shall not interfere with District business or service to the public. Breaks may not be saved in order to extend the meal period or leave early from work.

The meal period is normally thirty (30) minutes in length, unless otherwise agreed to by the employee and ~~his/her~~their supervisor.

## 4.8 Call Back

All employees are subject to call back in emergencies or as needed by the District to provide necessary services to the public. Employees who are called back outside their assigned work schedule or scheduled time off will be compensated for a minimum of two (2) hours at the appropriate premium rate of pay. This paragraph does not apply to employees who are governed by the Union Contract.

## 4.9 On-Call

Certain employees of the District are required to be on-call during weekends. On-call duties are rotated among District employees on a regular rotation. ~~Holidays will be considered to be part of the weekend on-call duty if adjacent to the weekend and part of the weekday if not.~~ The primary on-call person may call for additional support if the situation cannot be handled by one person.

The on-call employee will be equipped with ~~a cellular phone, pager, laptop computer,~~electronic devices and a District vehicle with which to respond to on-call emergencies. Employees who are on-call must remain within a 30-minute response time of the District's service area. Vehicle occupancy by non-District personnel, except for emergency personnel, shall be prohibited when vehicles are being used for call-out situations. When responding to an alarm or emergency call-out, travel time to and from the employee's residence (or other place of origin) to District facilities is not working time.

Employees assigned to on-call duty are responsible for the assigned time period. Individuals may mutually agree to trade assignments but must advise their supervisor of any negotiated changes.

On-call employees receive mileage reimbursement for use of their personal vehicle for distance traveled between the location from which they depart to respond to a call and the District office. On-call employees are encouraged to use a District vehicle when available.

#### 4.10 Standby Pay

Employees who are on-call will be paid three (3) hours of pay at their regular rate of pay for each day they are on call as "Standby Pay". Standby Pay is to compensate the employee for clearing their personal schedule and maintaining a state-of-mind unaltered by illicit drugs or alcohol, staying within the specified response time, committing to receive phone calls and SCADA alarms, remote monitoring SCADA, and travel to/from District facilities outside normal business hours. On-call employees will also be paid for any time worked outside of the normal on-call person work schedule (typically 5-day, 8 hour work week) while on-call, at the appropriate premium rate of pay. To be eligible to receive premium pay while on-call, employees must submit a detailed daily time/activity log to their supervisor the next normal business day. The detailed daily time/activity log must be approved by the supervisor to be eligible for payment.

**Non-Exempt Employees:** See the current AFSCME Union Contract).

## 5 COMPENSATION

### 5.1 Salary and Pay Plan

The District's pay plan for non-exempt represented employees is developed through the recognized labor negotiations process and is set forth in the annual budget as approved by the Board ~~of Commissioners~~.

Exempt and non-represented employee salary schedules are approved through the budget process and the Board ~~of Commissioners~~. The General Manager or ~~his/her~~their designee is responsible for preparing a salary schedule that establishes pay ranges for each job classification. This pay plan is in effect only with the approval of the Board ~~of Commissioners~~ and any subsequent changes in the pay plan must be approved by the Board ~~of Commissioners~~.

Resources permitting, an annual cost of living adjustment (COLA) may be applied to salary ranges by the Board ~~of Commissioners~~. Staff salary COLA compensation package calculations include wage and health insurance premium costs only.

It is the intent of the District to attract and retain quality employees. Within budget limitations, the District endeavors to pay salaries competitive with those of other employers in the applicable labor market. As the District wishes to plan for its labor related financial requirements through prudent salary and compensation administration practices, salary and compensation studies may be conducted on a regular basis of at least every four years. Following the results of any study conducted, if any employee's existing pay rate is found to be above the top step as established by the

study, said employee's pay will be "frozen" until the pay range maximum increases and the employee's pay falls within the range.

## 5.2 General Salary Practices

The Maintenance Worker I position is the entry level position within the Maintenance Worker category which contains two classifications. Maintenance Worker I positions are intended to be promoted or upgraded to the journey level Maintenance Worker II within two years based upon their skills and required certifications as described within the District-approved job description. Based upon the successful completion of these requirements and performance an individual may be eligible for promotion to the journey level Maintenance Worker II position before the end of two years.

Attached as Appendix F is a seven (7) step squared pay schedule pay program with a 4% spread between each step and nineteen (19) pay grades with 5% between each grade. Once the employee reaches the top step the employee's wages are frozen at that level with only a yearly COLA being applied to the steps.

Union-represented employees may be eligible for longevity pay, as defined within the current AFSCME Union Contract.

**Employee Pay Rates:** Employees shall be paid within the limits of their assigned wage range according to the salary compensation schedule. Usually, new employees will start their employment at the minimum wage rate for their classification. However, a new employee may be employed at a higher rate than the minimum when the employee's experience, training, or proven capability warrant or when the prevailing market conditions require a starting rate greater than the minimum.

**Compensation upon Promotion:** Where ability and qualifications of two (2) or more employees are equal, seniority shall govern in promotions. Whenever an employee is promoted to a higher position, said employee will enter the new grade/position at the entry level of the new position. In the event the entry level step of the new position does not provide a salary increase of 5% or more, the employee shall enter the next closest step which provides a salary increase of 5% or more. The new rate, upon promotion, shall not exceed the maximum of the new pay range.

Promotions do not change the person's date of hire. However, the anniversary date for future pay increases will be revised to coincide with the promotion date.

Persons so promoted will be subject to a six (6) month trial period for the new position, unless specifically waived by the General Manager. Those who fail the trial period may re-assume any prior appointment held prior to the promotion unless that position has been filled. The District may administer examinations to test the qualifications and ability of employees prior to promotion.

**New Position Descriptions/Review:** New position descriptions may be established by the District from time to time with proposed rates of pay attached. The new descriptions and proposed rate of pay will be sent to the Union, which must give the District written notice of any disagreement within ten (10) normal District business days from receipt of the information. In the

event of such disagreement, the parties shall commence negotiations as soon as possible in order to arrive at an agreed-to rate of pay. Should substantive changes to existing position descriptions support a rate of pay adjustment, the same notice and negotiation procedures will apply.

If a position description review, as defined in Article 13 of the Union Contract, concludes that the employee's position should be reclassified, the re-description and consequent pay adjustments will be retroactive to the date of the employee's written request, or management's initiation, provided the employee was performing the full range of duties of the re-described position at the time of the re-description request or initiation.

When a position is re-described to a higher salary range as the result of a change in duties of the position, the incumbent employee shall retain the position at the higher description level.

### 5.3 Paydays

Employees are paid bi-weekly.

**Payroll Deductions:** The District will withhold from the employee's paycheck those deductions required by law and any voluntary deductions authorized by the employee, by applicable union contract, or statute.

**Payroll Records/Time Clock:** The official payroll records are kept by the employee responsible for payroll preparation. Each employee shall turn in a work record on a weekly basis, noting hours worked type of leave taken and overtime worked. The General Manager and appropriate supervisors shall review and authorize all work records. Work records illustrating time worked, vacation, sick leave, overtime and other categories will be recorded on the District's electronic time clock. Employees are responsible for entering all appropriate hours worked.

### 5.4 Reimbursement for Travel

Except for local travel, all travel away from the District must be approved in advance by the General Manager or ~~his/her~~their designee. Employees will be reimbursed at the current Internal Revenue Service rate for vehicle mileage reimbursement for the use of a personal vehicle. Employees will also be reimbursed for reasonable and customary expenses actually incurred in connection with the business of the District including lodging, meal costs, and travel expenses while away, but excluding any expenses for alcoholic beverages. Tips are not to exceed 15% for meals, taxis, or baggage handling and are reimbursable. As approved by the General Manager, a District-owned credit card may be used for official District travel and related expenses. Records and receipts must be submitted to the Finance Manager upon the employee's return. For unusual circumstances, the General Manager may authorize individual variances from the travel policies for District employees.

### 5.5 Reimbursement for Emergency Overtime Meals

Employees working emergency overtime hours may be reimbursed for the cost of meals consumed while working. Approval is required by the General Manager or ~~his/her~~their designee and may be

allowed on a case-by-case basis. As approved by a supervisor, a District-owned credit card may also be utilized to pay for such meals. As in all circumstances when using a District credit card, proper receipts and records must be submitted to the Finance Manager.

## 5.6 Garnishment

A garnishment or mandatory wage assignment is a legal stoppage of a specified amount from wages to satisfy a creditor. The payroll staff will make the necessary changes to the employee's wages, and a check for the garnishment or assigned amount will be forwarded to the creditor as directed. The employee will be notified that the garnishment or wage assignment is being processed and that if three (3) garnishments or wage assignments are received within a period of twelve (12) consecutive months, disciplinary action, up to and including termination, may result.

## 5.7 Compensation upon Termination

Upon an employee's separation from District employment, the employee will receive regular wages for all hours that have not been paid; any overtime or holiday pay due, and payment of any accrued but unused vacation and prior approved compensatory time. A percentage of the employee's unused accrued paid sick leave balance may also be received. Temporary employees are not reimbursed for unused accrued paid sick leave as described in Chapter 7, Section 7.2 of this manual.

## 5.8 Reimbursement for Coffee and Light Refreshments Served at Meetings

For purposes of this policy, the term "coffee" includes without limitation any non-alcoholic beverage such as coffee, tea, soft drinks, juice or milk. The term "light refreshment" includes without limitation an edible item or items that may typically be served in a business meeting setting. Coffee and light refreshments may be served at a meeting where the purpose of the meeting is to conduct District business; and the coffee and light refreshment is an integral part of the meeting or training session. Employees must obtain a receipt for the actual costs of the coffee and/or light refreshments in order to be reimbursed for this expense.

The authority to serve coffee and light refreshments is not intended for use in the normal daily business of the District, but rather for special situations, meetings, or occasions, as approved in advance when possible by the General Manager or the Board ~~of Commissioners~~ per Resolution 790.

## 5.9 Reimbursement for Continuing Education

The District's Continuing Education Program covers payment for job-related educational programs, college level course work at a regionally accredited college, university or vocational training institution to encourage employees to pursue job-related education during non-work hours. The District will pay reasonable tuition costs for regular full-time employees, subject to the following conditions and requirements:

**Employee Eligibility:** All regular, full-time employees are eligible to apply for educational assistance provided that they have been employed by the District for a period of six months or longer. The education must be related to the employee's current position or to a position which is within a reasonable line of professional progression for the employee within the District.

**Pre-approval Required:** The General Manager shall pre-approve all education requests and have sole discretion in determining whether the education is job-related and/or appropriate. The employee shall present to the General Manager a written plan outlining the proposed education program leading to a certificated degree. This plan shall include a proposed time frame to complete the program, and a schedule of course work required to finish the program. The proposed program must be taken through a regionally accredited college or vocational school. Graduate level programs shall not be eligible for consideration unless such program is to fulfill a specific employment need of the District as determined by the Board.

**Criteria:** The maximum financial assistance to any individual employee will be \$2,000.00 per calendar year. The District will provide reimbursement for tuition, books, and lab fees associated with the education, but will not reimburse employees for any specific supplies, mileage, meals or lodging. Tuition payments shall be made only with funds budgeted and available for such purpose by the District. The District reserves the right to deny any request for payment of tuition at any time.

If an employee is receiving tuition reimbursement from any other source, the District's participation shall be second in line and limited to the balance of one hundred percent (100%) subject to the restrictions above.

Employees desiring to participate in this program are required to complete an Employee Request for Enrollment Approval form. Employees must submit the completed form to the General Manager at least thirty (30) days prior to course or program registration. Following review and endorsement, a copy of the processed form will be returned to the employee.

The quarter/semester of tuition is to be paid for by the employee. The District will reimburse the employee upon completion of the education, provided that the employee presents proof of a grade "C" or better; or verification of a passing grade in the event that the course is graded upon a "pass/fail" basis. After successful completion of an approved course the employee is required to complete and submit to the General Manager an Employee Request for Education Assistance Payment form. Upon approval, payment will be made directly to the employee.

While successful completion of a course of study improves an employee's educational background, such accomplishment does not obligate the District to reward participants with promotion, reassignment, compensation increase, or other employment-related benefits.

Employees who use this benefit must commit to a minimum of one year of employment upon completion of course work. Reimbursements will be withheld from the employee's final paycheck if the employee separates from the District (voluntarily or involuntarily) sooner than one-year after the completion of the coursework. See Resolution 791.



## 6 BENEFITS

### 6.1 Retirement Benefits

**State Retirement System (PERS):** All regular full-time and eligible part-time employees are covered by the state wide retirement system, the Public Employees Retirement System (PERS). Benefit levels and contribution rates are set by the State of Washington. Under state law, the General Manager may choose to withdraw from PERS and establish his/her own retirement plan.

Employees should notify the General Manager of their intent to retire at least three months prior to the date of retirement.

### 6.2 Deferred Compensation

District employees may participate in the Washington State Deferred Compensation Plan through payroll deduction. Employee contributions to DCP are pre-tax dollars in an amount specified by the employee.

**Matching Deferred Compensation Based on Longevity:** The District will match an employee's deferred compensation contribution to the available employer offered deferred compensation plans based on longevity per the following table. The District's maximum match is the employee's annual base pay (2,080 hours x regular hourly rate) multiplied by the percentage in the following table:

Years of Service	Match up to
Less than 1	None
Beginning the 2nd year through 9 years	<del>4.01.5</del> 5% of base pay
Beginning the 10th year through 14 years	<del>4.52.0</del> 0% of base pay
Beginning the 15th year through 19 years	<del>2.02.5</del> 5% of base pay
More than 20 years	<del>2.53.0</del> 0% of base pay

**Commented [JC8]:** Consistent with AFSCME CBA

### 6.3 Disability Benefits (Workers Compensation)

All employees are covered by the Washington State ~~Department of~~ Labor and Industries (~~L&I~~) Program. This insurance covers employees in case of on-the-job injuries or job-related illnesses. For qualifying cases, ~~Labor and Industries~~ ~~L&I~~ will pay the employee for workday's lost and medical costs due to job-related injuries or illnesses. All job-related accidents should immediately be reported to your supervisor.

When an employee is absent for one or more days due to an on-the-job accident, ~~he/she is~~ ~~they are~~ required to file a ~~Labor and Industries~~ ~~L&I~~ claim for workers compensation. If the employee files a

claim, the District will continue to pay (by use of the employee's unused sick leave) the employee's regular salary pending receipt of workers' compensation benefits.

**Coordination of Benefits:** When an employee receives workers' compensation benefits, ~~he/she~~ is/they are required to repay to the District the amount covered by workers' compensation and previously advanced by the District. This policy is to ensure that employees will receive prompt and regular payment during periods of injury or disability as long as accrued sick leave is available, while ensuring that no employee receives more than they would have had the injury not occurred. Upon repayment of funds advanced, the amount of sick leave used shall be restored to the employee.

The District may require an examination at its expense, performed by a physician of its choice, to determine when the employee can return to work and if ~~he/she/they~~ will be capable of performing the duties of the position.

## 6.4 Health Insurance

The District will make available to employees and their eligible dependents the medical, dental, life, and vision insurance plans as presently administered through the Washington State Health Care Authority Public Employees Benefits Board (PEBB). (See the current AFSCME Union Contract). Contract negotiations or other unforeseen events or conditions may require the District to change or modify health care providers.

Regular full-time and part-time employees and their dependents are eligible to participate in the District's various insurance programs on the first day of the month following employment. The programs and criteria for eligibility will be explained upon hire. The District contributes towards the cost of premiums in the amounts authorized by the Board ~~of Commissioners~~. The remainder of the premiums, if any, shall be paid by the employee through payroll deduction. The District reserves the right to make changes in the carriers and provisions of these programs when deemed necessary or advisable, with prior notice to the affected employees. Specifics pertaining to represented employees and contractual terms can be found in the current AFSCME Union Contract.

## 6.5 VEBA Trust Account Contributions

The District will provide each employee a sum of \$300.00 per year to be placed in a VEBA Trust account for the use of the employee per the ~~MSA~~-VEBA Trust health reimbursement arrangement (HRA) plan.

## 6.6 Continuation of Insurance Coverage

**Leave of Absence:** Upon mutual agreement between the employee and the District, and in accordance with the terms and conditions of the insurance policy, the District will continue health insurance coverage at the employee's expense during an approved unpaid leave of absence not more than six (6) months in length.

**Workers Compensation Leave:** An employee receiving workers compensation benefits continues to accrue vacation leave and sick leave for up to six (6) months. The District also continues to pay for the employer's portion of health insurance premiums, provided that the employee continues to pay their share of premiums, if any. After six (6) months, the employee's benefits shall cease, unless the General Manager makes an exception based on unique criteria or conditions which do not conflict with any other existing policies. The employee may continue health care benefits by self-paying insurance premiums for the remainder of the time ~~he/she/they~~ receives workers compensation benefits to the extent allowed by the District's insurance providers.

**Retired Employees:** Upon a vested<sup>1</sup> employee's termination from District employment or upon an unpaid leave of absence, at the employee's option and expense, the employee may continue District health insurance benefits until the first day of the month in which Medicare coverage becomes effective, to the extent allowed by the District's insurance providers. To receive continuing coverage the employee must retire for reasons other than disability, remain unemployed and pay the monthly premium to the District on or before the first day of each calendar month. Coverage may extend to dependents as long as they are eligible. An administrative handling fee over and above the cost of the insurance premium may be charged the employee or ~~his/her/their~~ dependents that elect to continue coverage.

~~(#NOTE: A vested employee is an individual who has established at least five (5) years or more of service credit within the Washington State Public Employees Retirement System (PERS) and has not withdrawn contributions. A vested member is eligible to receive a retirement allowance when qualified for retirement.)~~

**COBRA Rights:** At this time the District qualifies as a COBRA eligible employer under the District's health insurance program (PEBB). Upon an employee's termination from District employment or upon an unpaid leave of absence, at the employee's written request and expense, the employee may be eligible to continue District health insurance benefits to the extent allowed by the District's current insurance providers. An administrative handling fee over and above the cost of the insurance premium may be charged the employee or ~~his/her/their~~ dependents that elect to exercise their option to continue their insurance benefit.

**Termination, Retirement, Leave of Absence:** For eligible employees who terminate, retire or are on an approved leave of absence, the District will pay the premium for the month the employee is leaving, provided the employee is on paid status for the first ten (10) days of the month.

## 6.7 Unemployment Compensation

District employees may qualify for unemployment compensation after termination from District employment depending on the reason for termination and if certain qualifications are met.

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<sup>1</sup> ~~A vested employee is an individual who has established at least five (5) years or more of service credit within the Washington State Public Employees Retirement System (PERS) and has not withdrawn contributions. A vested member is eligible to receive a retirement allowance when qualified for retirement.~~

## 6.8 Benefits upon Hire and Termination

Upon hire or return from unpaid leave, an eligible employee's benefits, leave accruals and insurance coverage, will commence on the first of the month following the date of hire or return from leave.

Upon separation from District employment, the employee will continue to receive benefits through the last day of the month of separation, provided ~~he or she has~~they have worked the first ten (10) days of the month. The employee must be on paid status on the day before and after a holiday, to qualify for a paid holiday.

If an employee is rehired within 12 months of separation, as required by state law, unreimbursed unused accrued paid sick leave is reinstated, and their previous calendar days of employment are counted for purposes of determining eligibility to use paid sick leave. If the employee has reinstated unused accrued paid sick leave, the employee may use the available paid sick leave beginning on the 90<sup>th</sup> calendar day after the start of their employment as defined by state law and per the provisions in Section 7.2~~above~~.

## 6.9 Benefits for Part Time and Temporary Employees

Unless noted otherwise in these policies, benefits for regular part-time and temporary employees are as follows:

**Regular Part Time Employees:** All leaves, including holidays, and insurance premiums are pro-rated. Pro-rated means the ratio between the number of hours in the employee's normal work schedule and forty (40) hours per week.

**Temporary Employees:** Temporary employees normally are not eligible to receive benefits, including leaves, holidays and insurance, except paid sick leave as indicated in Section 7.2. The General Manager, however, may negotiate benefit packages with individuals at ~~his/her~~their discretion.

## 6.10 Boot Allowance and Coats

The District shall make available to each employee required to purchase steel-toed boots for safety reasons access to an allowance of ~~four-six~~ hundred ~~fifty~~ dollars (~~\$450.00~~600.00) for use over the 3-year life of the Union Contract.

The District will provide an outdoor work coat clearly marked with the District logo with appropriate reflective markings. Coats will be provided as needed, but not more than one every three years. The District will also provide various clothing, raingear, and personal protective equipment items on an as needed basis; such items will be replaced at a reasonable frequency defined by the District. Coats and other District-provided clothing will be maintained and kept in a clean condition by the employee.

**Commented [JS9]:** I think this needs updated to state something along the lines of if they worked 8 hours in the month. Please refer to RCW 41.05.065 for eligibility since we are part of PEBB.

**Commented [AB10R9]:** My reading of RCW 41.05.065 is that the District must anticipate that the employee will work an average of at least 80 hours per month and for at least 8 hours in each month for more than six consecutive months in order for the employee to be eligible on hire, but that eligibility ceases on the first of the month following termination of employment without caveat. See RCW 41.05.065(4)(f). If so, no change is needed except for revisiting the 10 days of work before termination requirement. What was the original source of that requirement?

**Commented [JC11R9]:** Not sure where the 10 days of work came from. It is present in the 2011 version of the manual (oldest revision that I could located).

**Commented [JC12R9]:** Aaron Brinkerhoff's response: Addressing Jenny's comment on Section 6.8, I think the only needed change is to add the word "eligible" to the first paragraph. That would incorporate the PEBB eligibility requirement in RCW 41.05.065 for new hires or employees returning from leave that she was referring to. The second paragraph can stay as written. The requirement that an employee worked the first 10 days of the month of separation – also stated in the last paragraph of Section 6.6 insurance premiums - doesn't appear to be mandated by statute. However, I believe the District can adopt a more restrictive requirement even if the employee would otherwise be eligible for coverage.

## 6.11 Long-Term Care Program

Eligible employees will be covered by Washington's Long-Term Service and Support Trust Program, RCW 50B.04 starting July 1, 2023. Eligibility for benefits, which begins July 1, 2026, is established by Washington law. Premiums for benefits are established by law and total fifty-eight hundredths of one percent (0.58%) of employees' wages (unless otherwise limited by action of the State, or an employee has met the requirements of RCW 50B.04.085). Employees will pay through payroll deduction the full cost of the premiums associated with the program, as determined under RCW 50B.04.080.

# 7 LEAVES

## 7.1 Vacation

**Leave Accrual Table:** Each regular full-time employee is entitled to vacation leave as follows:

N <sup>1</sup>	Calendar days from date of hire to December 31	Total vacation leave hours accrual <sup>2</sup>	Date to credit accrued leave to employee's vacation leave account <sup>3</sup>
0	1 – 30 31 – 60 61 – 91 92 – 121 122 – 152 153 – 183 184 – 213 214 – 244 245 – 274 275 – 305 306 – 365	0 8 16 24 32 40 48 56 64 72 80	First day of each month after the month of date hire
1	N/A	88	January 1 of current year
2	N/A	96	
3	N/A	104	
4	N/A	120	
5	N/A	128	
6	N/A	136	
7	N/A	144	
8	N/A	152	
9	N/A	160	
10	N/A	168	
11	N/A	176	
12	N/A	184	

13	N/A	192	
14+	N/A	200	

<sup>1</sup> N = current year – employment year, where the employment year is the calendar year the District hires the employee

<sup>2</sup> For any part-time regular employees, vacation day accrual is pro-rated.

<sup>3</sup> Employees cannot use accrued leave prior to 6 months from date of hire.

**Vacation Accrual:** All regular full-time employees earn vacation leave on an accrual basis. Vacation accrual begins on the first day of the month following date of hire for all new employees. All employees are eligible to use earned vacation after six (6) months of employment. Regular part-time employees working in excess of twenty (20) hours per week earn vacation on a pro-rated basis.

Current employees are credited vacation days at the beginning of each year prior to the employee's actual anniversary date. Upon separation of employment vacation will be pro-rated and adjusted to the last day of employment. The employee's last paycheck will reflect any adjustment. In no case will the District pay for unearned vacation hours. Members of Local 114WD (and all other non-represented employees) will be notified the beginning of each year their actual earned vacation balance in addition to the credited amount. The vacation schedule adopted by the District and included in the LWWSD Personnel Manual will be used for the purpose of this article.

**Commented [JC13]:** Discussion not applicable to Temporary Employees. Moved to appropriate location.

**Commented [JC14]:** This is copied from the Union CBA and not necessary here.

**Temporary Employees** are not eligible for vacation leave. ~~Current employees are credited vacation days at the beginning of each year prior to the employee's actual anniversary date. Upon separation of employment vacation will be pro-rated and adjusted to the last day of employment. The employee's last paycheck will reflect any adjustment. In no case will the District pay for unearned vacation hours. Members of Local 114WD (and all other non-represented employees) will be notified the beginning of each year their actual earned vacation balance in addition to the credited amount. The vacation schedule adopted by the District and included in the LWWSD Personnel Manual will be used for the purpose of this article.~~

**Initial Scheduling:** Although employees are not required to request vacation time by January 31<sup>st</sup>, those who do apply for and are granted vacation shall be given preference over subsequent conflicting requests, notwithstanding the normal conflict procedures in this section. In doing so, maximum management and employee flexibility is preserved while simultaneously optimizing the accomplishment of the District's missions, visions and goals. In any event, and regardless of the time of submission, each employee must submit a written request for vacation time and sick leave if known in advance to ~~his/her~~their supervisor. The supervisor will review and approve or deny each request and forward it to the General Manager.

**Scheduling Conflicts:** The General Manager will approve or deny each request. The supervisor is responsible for scheduling employee vacations without disrupting department and District operations while preserving minimum staffing levels. Conflicting requests for leave that cannot be resolved by negotiation will be awarded or denied after the supervisor has taken into consideration the circumstances of the parties involved, including but not limited to the following and in no particular preference; historical vacation patterns (subordinate preference to those with a demonstrated pattern of routine vacation periods), unusual circumstances, financial impacts and

flexibility of the parties involved. If, after considering the above, a conflict still exists, the General Manager will award vacation leave based on service time seniority with the District.

**Schedule Changes:** Proposed changes to the approved vacation schedules, or requests for compensatory time require a written request and approval by the employee's supervisor and the General Manager. All such requests must be made in advance of the desired use date by a minimum equal in length to the absence requested. Any changes in the approved vacation calendar will be subject to preserving minimum staffing levels and will be subordinate to other scheduled and approved requests. Conflicts that arise from requests to change the approved vacation schedule will be resolved following the same procedures noted in "Initial Scheduling" above.

**Vacation Carryover:** Employees are encouraged to use vacation in the year it is earned. The maximum number of vacation hours that may be carried over at the end of the calendar year is eighty (80) hours. Where District operations make it impractical for an employee to use their vacation time, the General Manager may authorize additional accruals. Employees will be paid for unused vacation time upon separation from employment.

**Vacation Credit:** Vacation credit does not accrue during leave without pay. Vacation accrual begins on the first day of the month following date of hire.

**Mandatory Vacation:** For internal control purposes, employees whose duties include handling financial transactions shall be required to take a minimum of five consecutive workdays off per year.

## 7.2 Sick Leave

**New Employees:** New employees accrue sick leave during their ~~trial~~-probationary service period.

**Accrual:** Sick leave shall accrue to each regular employee at the rate of four (4) hours per 80 hour pay period which is earned after the completion of the pay period of continuous employment with the District. The total accumulation of unused sick leave shall not exceed one thousand (1,000) hours during the period of employment. No employee shall accrue sick leave benefits during periods of leave without pay.

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

**Reasons for Sick Leave:** Sick leave may be used for the following:

- The employee's mental or physical illness, injury, or health condition, including medical diagnosis, care, or treatment of the same.

- Care of the employee's family member with a mental or physical illness, injury, or health condition, including medical diagnosis, care, or treatment of the same.
- The employee's, or care of the employee's family member who needs, preventive medical care such as medical, dental or optical appointments. Employees should try their best to schedule such appointments at times that interfere the least with the work day.
- Closure of the employee's place of business or child's school/place of care by order of a public official for any health-related reasons.
- Exposure to a contagious disease where on-the-job presence of the employee would jeopardize the health of others.
- Use of a prescription drug which impairs job performance or safety.
- To address issues related to domestic violence, sexual assault, or stalking
  - Employees may use their accrued unused paid sick leave to:
    - Seek legal or law enforcement assistance or remedies to ensure the health and safety of the employee and their family members including, but not limited to: Preparing for, or participating in, any civil or criminal legal proceeding related to or derived from domestic violence, sexual assault, or stalking.
    - Seek treatment by a health care provider for physical or mental injuries caused by domestic violence, sexual assault, or stalking.
    - Attend health care treatment for a victim who is the employee's family member.
    - Obtain, or assist the employee's family member(s) in obtaining, services from: A domestic violence shelter; a rape crisis center; or a social services program for relief from domestic violence, sexual assault, or stalking.
    - Obtain, or assist a family member in obtaining, mental health counseling related to an incident of domestic violence, sexual assault, or stalking in which the employee or the employee's family member was a victim of domestic violence, sexual assault, or stalking.
    - Participating, for the employee or for the employee's family member(s), in: safety planning; or temporary or permanent relocation; or other actions to increase the safety from future incidents of domestic violence, sexual assault, or stalking.
  - For purposes of leave related to domestic violence, sexual assault, or stalking, **family member** has the following definition:
    - Any individual whose relationship to the employee can be classified as a child, spouse, parent, parent-in-law, grandparent, or person with whom the employee has a dating relationship.

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



**Written Verification:** At the discretion of the General Manager, written verification may be required when an employee has used paid sick leave for more than three (3) successive days.

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

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

- A written statement that the employee or an employee's member is a victim of domestic violence, sexual assault, or stalking, and that the leave was taken to address related issues;
- A police report indicating that the employee or the employee's family member was a victim of domestic violence, sexual assault, or stalking;
- Evidence from a court or prosecuting attorney showing that the employee or the employee's family member appeared, or is scheduled to appear, in court in connection with an incident of domestic violence, sexual assault, or stalking;
- A court order of protection;
- Documentation from any of the following persons from whom an employee or an employee's family member sought assistance in addressing the domestic violence situation indicating that the employee or the employee's family member is a victim.
  - An advocate for victims of domestic violence, sexual assault, or stalking;
  - An attorney;
  - A member of the clergy; or
  - A medical professional.

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

**Sick Leave Buyback:** The District will pay into a ~~MSA-HRA~~ VEBA ~~Trust~~ account a sum of money equal to 25% of the balance of the employee's unused sick leave on the effective day of ~~his/her/their~~ resignation or retirement, provided that the employee's total District service time is at

least ten (10) years on ~~his/her~~their effective day of resignation or retirement. If an employee separates from employment and is rehired within 12 months of separation, unreimbursed unused accrued sick leave is reinstated.

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

### 7.3 Family Leave

Recognizing the importance of family and out of concern for the well-being of its employees, ~~Lake Whatcom Water and Sewer~~the District's leave program enables employees to use time off to take care of family matters. This family leave policy shall apply to regular employees who have completed their probationary period. Employees in their probationary period may use any accrued sick leave. Different family situations are covered by different types of paid and/or unpaid leaves, as follows:

**Pregnancy/Childbirth Disability:** Female employees may use any or all of their sick leave during the time they experience a medical disability related to pregnancy or childbirth. Medical disability is assumed for a period of six weeks following childbirth. Other disability from working during pregnancy or after this six-week assumed disability period, must be confirmed in writing by the employee's physician.

**Care for New Baby:** In order to care for a newborn or newly adopted child, both male and female employees may take up to eighty (80) hours of accrued sick leave for the care of a newborn or newly adopted child, to be taken immediately after the birth or adoption of the child. This leave is in addition to sick leave taken by the mother for a medical disability related to pregnancy or childbirth.

**Care for a Child or Spouse:** A regular employee may use any or all accrued sick leave while caring for a dependent child under the age of eighteen years who has a health condition that requires treatment or supervision. This provision also applies to the care of an employee's spouse or domestic partner.

### 7.4 Paid Family & Medical Leave Act

Eligible employees are covered by Washington's Family and Medical Leave Program, RCW 50A.05 ~~RCW 50A.04~~. Eligibility for leave and benefits, ~~which begins January 1, 2020,~~ is established by Washington law. Premiums for benefits are established by law and ~~in accordance with RCW 50A.10.030 for the period ending December 31, 2020, will total four tenths of one percent (0.4%) of employees' wages (unless otherwise limited by action of the State).~~ Employees will pay through payroll deduction the full cost of the premiums associated with family leave benefits ~~and forty five percent (45%) of the cost of the premiums associated with the medical leave benefits,~~ as determined under RCW 50A.10.030 ~~4.115~~.

**Commented [JS15]:** This needs to be updated to RCW 50A.05 which replaced RCW 50A.04

**Commented [JS16]:** RCW 50A.04.115 was replaced by RCW 50A.10.030. I suggest replacing the highlighted wording to "Premiums for benefits are established by law and in accordance with RCW 50A.10.030. Employees will pay through payroll deduction the full cost of the premiums associated with family leave and medical leave benefits as determined by RCW 50A.10.030."

**Commented [AB17R16]:** I agree with this proposed language.

## 7.5 Extended Leaves

In addition to paid leaves, a regular employee may request leave without pay for up to twelve (12) weeks for the following reasons:

- To care for a newborn or newly adopted child,
- To care for a spouse, domestic partner, child or parent who has a serious health condition,
- To care for self, if the employee has a serious health condition that makes the employee unable to perform the functions of the position.

Additional unpaid leave will be granted at the discretion of the General Manager.

**Continuation of Benefits:** During all leaves noted above, the District will continue to pay for the employer's portion of health insurance premiums, provided that the employee continues to pay their share of insurance premiums, if any. Vacation and sick leave will continue to accrue during paid leave, but not during unpaid leave. An employee may be required to use any accrued paid leaves before a leave without pay commences.

Any employee who fails to return from any of the above leaves for reasons other than circumstances beyond the employee's control may need to reimburse the District for medical insurance premium costs paid during the period of the leave. Alternatively, if the District determines compensation is also due to the employee, such as unused vacation time, the District may subtract medical insurance premium costs the employee owes the District from any compensation the District owes the employee.

**Notification and Return to Work:** Employees who anticipate the need for any of the above leaves should inform their supervisor of their plans to take leave as soon as they can so that arrangements for staffing and workloads can be made. They should also provide the supervisor with their intended date of return.

Upon return from leave, an employee shall be entitled to return to ~~his/her~~their position, unless the ~~District Board of Commissioners~~ abolishes the position. If the employee chooses not to return to work for any reason, ~~he/she/they~~ should notify the District as soon as possible.

## 7.6 Bereavement Leave

Any regular employee who suffers a death of a family member shall receive up to three (3) days leave with pay. If additional time is needed, the General Manager may authorize use of accrued sick leave or the employee may use vacation leave or ~~comprehensive compensatory time. Additional leave beyond bereavement leave for a death in the family member must be authorized by the General Manager.~~

**Commented [JC18]:** Is this not redundant with the preceding sentence?

## 7.7 Other Leaves of Absence without Pay

The General Manager may grant leaves of absence without pay for absence from work not covered by any other type of leave or if other leave balances are exhausted. Examples of absences that may qualify include, but are not limited to:

- Personal reasons
- Prolonged illness or medical condition
- Parenting
- Caring for an ill relative
- Pursuing an education
- Fulfilling a military obligation in excess of fifteen (15) days per year

Leave without pay will generally be limited to a minimum of three (3) days and a maximum determined at the discretion of the General Manager.

During an approved leave of absence without pay, the employee may continue membership in the health insurance program by paying each month's premium costs in advance, as long as this is permitted under the insurance policy in effect at the time.

Upon returning from an approved leave of absence an employee shall resume the same job or a similar job with at least the same pay if the employee can perform, in the exclusive opinion of the General Manager, the full scope of duties.

An employee may be required to use any accrued paid leaves before a leave without pay begins.

If an employee is on unpaid status for more than thirty (30) days, ~~his or her~~their anniversary date and time in service will be changed to reflect the period of absence.

## 7.8 Shared Leave Program

The General Manager may authorize employees to donate their accrued vacation and/or sick leave to another District employee who is suffering from or who has a family member suffering from an extraordinary or severe illness, injury, or physical or mental condition that has caused or is likely to cause the employee to take leave without pay or to terminate ~~his/her~~their employment. The following conditions apply:

To be eligible to donate vacation or sick leave, the employee who donates leave must have at least one hundred forty-four (144) hours accrued sick leave to donate sick leave and one hundred twelve (112) hours of accrued vacation leave to donate vacation leave. In no event shall a leave transfer result in the donor employee reducing their vacation and sick leave balances to a combined total of less than one hundred forty-four (144) hours. Transfer of leave will be in increments of whole days. All donations of leave are strictly voluntary.

Employees receiving donated leave shall have exhausted all their accumulated vacation and sick leave, and compensatory time. The amount of donated leave any employee may receive in any calendar year is limited to thirty (30) days.

While an employee is using shared leave, ~~he or she~~<sup>they</sup> will continue to receive the same treatment, in respect to salary and benefits, as the employee would otherwise receive if using vacation or sick leave, or compensatory time.

## 7.9 Jury and Witness Service

The District will grant time off at regular pay to an employee to screen for, or serve on, a jury after the employee is so summoned. If an employee is summoned during a critical work period, the District may ask the employee to request a waiver from jury duty.

The employee shall report to work if a break in jury duty occurs and the court does not require the employee's immediate presence. On any day or partial day that an employee is not required to serve, the employee shall return to work.

An employee serving on jury duty will continue to receive their regular wages but shall sign over to the District any monetary compensation received for jury services.

**Witness Service:** The District will grant time off (in vacation leave or leave without pay status) to an employee to serve as a court witness when witness service is for purposes other than directly related to District business.

## 7.10 Military Leave

**Military Training Leave:** Employees who are members of the National Guard or federal reserve military units are entitled to paid leave for a period of up to twenty-one (21) calendar days per year, or any greater period required by law, for performing ordered active duty training. If the active duty exceeds twenty-one (21) calendar days, the employee will take ~~compensatory~~<sup>compensatory</sup> time, vacation, and then leave without pay.

**Leave for Active Duty Military Service:** Regular employees who are called to, or volunteer for active duty military service, will be placed on an indefinite unpaid leave of absence during the time the employee is in an active duty status with any branch of the United States Armed Forces or state militia. The employee may, at ~~his/her~~<sup>their</sup> option, use any or all of accrued vacation leave prior to moving to the unpaid status. Any unused leave accruals remaining at the time the unpaid leave begins will be held until the employee returns to active employment with the District. The employee will not earn additional vacation or sick leave during the time of the unpaid leave, nor will ~~he/she~~<sup>they</sup> be entitled to health insurance benefits. Reinstatement following active duty will be in compliance with state and federal laws at the time of the return to work.

**Position Vacancy:** An employee promoted to fill a vacancy created by a person serving in the armed forces shall hold such position subject to the return of the veteran. The employee affected by the return shall be restored to the position ~~he or she~~they had held previously or any other equivalent position.

**New Employee:** A new employee hired to fill a vacancy created by a person serving in the armed forces shall, upon the return to work of the service member, be placed in an equivalent position that is vacant or, if no vacancy exists, may be subject to permanent discontinued employment as defined in Chapter 11 of this manual.

## 7.11 Holidays

The following are recognized as paid holidays for all regular employees:

New Year's Day	January 1
Martin Luther King's Birthday	3 <sup>rd</sup> Monday in January
President's Day	3 <sup>rd</sup> Monday in February
Memorial Day	Last Monday in May
<del>Juneteenth</del>	<del>June 19</del>
Independence Day	July 4
Labor Day	1 <sup>st</sup> Monday in September
Veteran's Day	November 11
Thanksgiving Day	4 <sup>th</sup> Thursday in November
Day after Thanksgiving	Day after Thanksgiving
Day before or after Christmas	Dec. 24 or 26 (employee vote)
Christmas Day	December 25

Any paid holiday falling on Saturday will be observed on the preceding Friday. Any paid holiday falling on Sunday will be observed on the following Monday.

~~Any paid holiday falling on Saturday will be celebrated on the preceding Friday. Any paid holiday falling on Sunday will be celebrated on the following Monday.~~

**Commented [JC19]:** Redundant with preceding sentence.

A Holiday is worth one (1) full day's work regardless of which work schedule the employee is on.

**Unpaid Religious Holidays:** Employees are entitled to two unpaid holidays per calendar year for a reason of faith or conscience or an organized activity conducted under the auspices of a religious denomination, church, or religious organization. The employee may select the days on which ~~he or she~~they desires to take the two unpaid holidays after consultation with ~~his or her~~their supervisor. If an employee prefers to take the two unpaid holidays on specific days, then the employee will be allowed to take the unpaid holidays on the days ~~he or she has~~they have selected unless the absence would unduly disrupt operations, impose an undue hardship, or the employee is necessary to maintain public safety. The term "undue hardship" has the meaning contained in the rule established by the Washington State Office of Financial Management (OFM). If possible, an employee should

submit a written request for an unpaid holiday provided for by this section to the employee's supervisor a minimum of five days prior to the requested day. Approval of the unpaid holiday shall not be deemed approved unless it has been authorized in writing by the employee's supervisor. The employee's supervisor shall evaluate requests by considering the desires of the employee, scheduled work, anticipated peak workloads, response to unexpected emergencies, the availability, if any, of a qualified substitute, and consideration of the meaning of "undue hardship" developed by rule of ~~the office of Financial Management~~ OFM. The two unpaid holidays allowed by this section must be taken during the calendar year, if at all; they do not carry over from one year to the next.

## 8 EMPLOYEE PERFORMANCE EVALUATION SYSTEM AND TRAINING

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### 8.1 Employee Performance Evaluation System

To ensure that all employees perform their jobs to the best of their ability, it is important that you and your supervisor communicate openly and frequently about your job and any problems you may be having. To accomplish this, the District shall develop an Employee Performance Evaluation System (EPES) based on an Outstanding, Superior, Proficient or Marginal/Unsatisfactory performance premise.

**Annual Reviews:** The EPES will require minimum annual performance evaluations of each District employee, at a time that is announced by the General Manager. The District shall ensure that complete and approved employee evaluations are on file before the employee's anniversary date. While written evaluations are an annual event, supervisors and employees are expected, throughout the year, to discuss any problems or progress on goals that are set. Supervisors will prepare the primary performance evaluation and the General Manager will review and sign all performance reviews.

**Intent of Annual Review:** The primary reason for reviews is to identify your strengths and weaknesses in order to reinforce your good habits and develop ways to improve in your weaker areas. This review also serves to make you aware of and document how your job performance compares to the goals and descriptions of your job. This is a good time to discuss your interests and future goals. Your supervisor is interested in helping you to progress and grow in order to achieve personal as well as work-related goals. ~~He or she~~ They can recommend further training or additional opportunities for you.

**Trial Probationary Period:** During the ~~trial probationary~~ period, the supervisor and employee will meet to discuss how things are going. The supervisor will prepare a written evaluation to document job performance, either satisfactory or unsatisfactory. A plan for improvement will be included if performance problems are noted. All employees who have successfully completed their ~~trial probationary~~ period will receive a written evaluation at the end of one year.

## 8.2 Training Policy

The District seeks, within the limits of available resources, to develop its staff by offering training opportunities that will increase employee job knowledge and skills. Opportunities may include, but are not limited to: on-the-job training, in-house workshops, seminars sponsored by other organizations, and programmed learning courses. As part of the performance review process, the employee and ~~his/her~~<sup>their</sup> supervisor may set employee development goals that identify training priorities for the next review period. All training should be job related and within budget allocations. All training must be approved by the General Manager.

# 9 EMPLOYEE RESPONSIBILITIES AND CONDUCT

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All District employees are expected to represent the District to the public in a professional manner, which is courteous, efficient and helpful. Employees must maintain a clean and neat appearance appropriate to their work assignment, as determined by their position and the General Manager.

The District is committed to providing service to the public in an efficient, friendly and professional manner. Customers frequenting the office are best served by employees who appear professional, both in their demeanor and their attire. Employees are required to dress in a manner that reflects this level of professionalism. The following shall apply to the attire of employees working in the office:

1. Appropriate clothing shall be defined as; neat, clean and professional in appearance and may include dresses, suits, skirts and blouses, jeans, shirts and slacks.
2. In compliance with this policy, the following are examples of unacceptable office attire:
  - Torn, patched or faded clothing
  - Halter, tank or tube tops
  - Gym attire
  - Cutoffs
  - Clothing that displays inappropriate advertising or language

Since the proper working relationship between employees and the District depends on each employee's on-going job performance, professional conduct and behavior, the District has established certain minimum standards of personal conduct. Among the District's expectations are: basic tact and courtesy towards the public and fellow employees; adherence to District policies, procedures, safety rules and safe work practices; compliance with directions from supervisors; preserving and protecting the District's equipment, grounds, facilities and resources; and providing orderly and cost efficient services to its customers.

The District is a relatively small organization. To function as efficiently as possible, we may ask you to perform duties that are outside your regular assignments. This is no reflection on your worth to the District, but a necessary arrangement for most small organizations.



To make the most efficient use of personnel, the District also reserves the right to change your work conditions and the duties originally assigned. If these arrangements become necessary, we expect your best cooperation.

## 9.1 Outside Employment, Conflicts of Interest, and Pecuniary Interests

**Outside Employment:** Employees shall not directly or indirectly engage in any outside employment or financial interest which may conflict in the District's opinion, with the best interests of the District or interfere with the employee's ability to perform ~~his/her~~their assigned job. Examples include, but are not limited to, outside employment that:

- Prevents the employee from being available for work beyond normal working hours, such as emergencies or peak work periods, when such availability is a regular part of the employee's job;
- Is conducted during the employee's regular working hours;
- Utilizes District telephones, computers, supplies, or any other resources, facilities or equipment;
- Is employed with a firm that has contracts with or does business with the District;
- Involves service in a decision making or recommending capacity with a public, private, or non-profit agency that solicits funds from the District and where the employee has a role in the District to influence such actions; or
- May reasonably be perceived by members of the public as a conflict of interest or otherwise discredits public service.

An employee who chooses to have an additional job, contractual commitment or self-employment, may do so only after obtaining prior approval from the General Manager subject to the criteria applied to outside employment.

**Conflicts of Interest:** No employee of ~~Lake Whatcom Water and Sewer~~the District shall use ~~his/her~~their position for personal gain and shall avoid conflicts of interest or the appearance of conflicts of interest. ~~(RCW 42.22.040 also applies)~~

**Pecuniary Interests:** No employee shall accept for ~~his or her~~their own benefit any services, benefits, rewards, or concessions from any person or company offered as an inducement to perform ~~his or her~~their duties in a manner sought by the grantor. Any employee who violates the provision of this section shall be subject to disciplinary action.

Any employee of the District engaged in additional employment outside of ~~his or her~~their established hours of duty shall be subject to disciplinary action or dismissal, if, in the opinion of the General Manager ~~or the Board~~, that employee is not fully performing ~~his or her~~their duties.

**Commented [JC20]:** Statute does not exist.

**Commented [AB21]:** The current citation would be to RCW 42.52.020, but I don't believe that is necessary here. The terms of this Section 9.1 are consistent with the corresponding provisions of RCW 42.52.

## 9.2 Political Activities

District employees may participate in political or partisan activities of their choosing provided that District resources and property are not utilized, and the activity does not adversely affect the responsibilities of the employee in ~~his/her~~their position.

Employees may not campaign on District time or in a District uniform or while representing the District in any way. Employees may not allow others to use District facilities or funds for political activities.

Any District employee who meets with or may be observed by the public or otherwise represent the District to the public, while performing ~~his/her~~their regular duties may not wear or display any button, badge or sticker relevant to any candidate or ballot issue during working hours. Employees shall not solicit, on District property or District time, for a contribution for a partisan political cause.

An employee shall not hold an elected public office position of the District.

Except as noted in this policy, District employees are otherwise free to fully exercise their constitutional rights.

## 9.3 Reporting Improper Governmental Action (Whistleblower Protection Act)

In compliance with the Local Government Employee Whistleblower Protection Act, ~~RCW Chapter 42.41-050~~ RCW, this policy is created to encourage employees to disclose any improper governmental action taken by District officials or employees without fear of retaliation. This policy also safeguards legitimate employer interests by encouraging complaints to be made first to the District with a process provided for speedy dispute resolution.

**Key Definitions:** ~~Improper Governmental Action~~ is any action by a District officer or employee that is:

1. Undertaken in the performance of the official's or employee's official duties, whether or not the action is within the scope of the employee's employment, and
2. In violation of any federal, state or local law or rule, is an abuse of authority, is of substantial and specific danger to public health or safety or is a gross waste of public funds.
3. "Improper governmental action" does not include personnel actions (i.e., hiring, firing, complaints, promotions, or reassignment). In addition, employees are not free to disclose matters that would affect a person's right to legally protected confidential communications.

**Retaliatory Action** means any material adverse change in the terms and conditions of an employee's employment.

**Emergency** means a circumstance that if not immediately changed may cause damage to persons or property.

**Procedure for Reporting Improper Government Action:** ~~Lake Whatcom Water and Sewer~~

District employees who become aware of improper governmental action should follow the procedure below:

1. Bring the matter to the attention of the General Manager, if non-involved, in writing, stating in detail the basis for the employee's belief that an improper action has occurred. This should be done as soon as the employee becomes aware of the improper action.
2. Where the employee believes the improper action involves the General Manager, the employee may raise the issue directly with the District's attorney.
3. The General Manager, District's Attorney, or their designee, as the case may be, shall promptly investigate the report of improper government action. After the investigation is completed (within thirty (30) days of the employee's report), the employee shall be advised of the results of the investigation, except that personnel actions taken as a result of the investigation may be kept confidential.

An employee who fails to make a good faith effort to follow this policy shall not be entitled to the protection of this policy against retaliation, pursuant to RCW 42.41.030.

In the case of an emergency, where the employee believes that damage to persons or property may result if action is not taken immediately, the employee may bypass the above procedure and report the improper action directly to the appropriate government agency responsible for investigating the improper action.

Employees may report information about improper governmental action directly to an outside agency if the employee reasonably believes that an adequate investigation was not undertaken by the District to determine whether an improper governmental action occurred, or that insufficient action was taken by the District to address the improper action or that for other reasons the improper action is likely to recur.

**Protection Against Retaliation:** It is unlawful for a local government to take retaliatory action because an employee, in good faith, provided information that improper government action occurred. Employees who believe they have been retaliated against for reporting an improper governmental action should follow the procedure below:

**Procedure for Seeking Relief Against Retaliation:**

1. Employees must provide a written complaint to the General Manager within thirty (30) days of the occurrence of the alleged retaliatory action. If the General Manager is involved, the notice should go to the District's attorney. The complaint shall specify the alleged retaliatory action and relief requested.
2. The General Manager or District's attorney, as the case may be, shall investigate the complaint and respond in writing within thirty (30) days of receipt of the written charge.
3. After receiving the District's response, the employee may request a hearing before a state administrative law judge to establish that a retaliatory action occurred and to obtain appropriate relief under the law. The request for hearing must be delivered within the earlier

of either fifteen (15) days of receipt of the District's response to the charge of retaliatory action or forty five (45) days of receipt of the charge of retaliation to the General Manager or District's attorney for response.

4. Within five (5) working days of receipt of a request for hearing the District shall apply to the State Office of Administrative Hearings for an adjudicative proceeding before an administrative law judge (ALJ). At the hearing, the employee must prove that a retaliatory action occurred by a preponderance of the evidence in the hearing. The ALJ will issue a final decision not later than forty-five (45) days after the date of the request for hearing, unless an extension is granted.

**Policy Implementation:** The General Manager (or designee) is responsible for implementing these policies and procedures. This includes posting the policy on the District bulletin board, making the policy available to any employee upon request, and providing the policy to all newly hired employees. Officers, managers and supervisors are responsible for ensuring the procedures are fully implemented within their areas of responsibility. Violations of this policy and these procedures may result in appropriate disciplinary action, up to and including dismissal.

## 9.4 No Smoking Policy

The District prohibits smoking by employees in all District facilities; District-owned buildings and individual employee offices, vehicles, or facilities rented or leased by the District.

## 9.5 Use of District Vehicles and Equipment

Use of District telephones for local personal phone calls should be kept to a minimum; long distance personal use is prohibited. Other District equipment, including vehicles, should be used by employees for District business only. For guidelines on vehicle use when an employee is on-call, see the On-Call Policy, Section 4.9. Any misuse of District services, telephones, vehicles, equipment or supplies can result in disciplinary action including termination.

## 9.6 Seat Belt Policy

Pursuant to Washington law, anyone operating or riding in District vehicles must wear seat belts at all times.

## 9.7 Motor Vehicle and Self-Propelled Equipment Operating Requirements

District personnel routinely operate a variety of motor vehicles and self-propelled equipment to perform the District's missions effectively and efficiently. The safe and legally compliant operation of vehicles and equipment not only benefits the operator, any vehicle occupants, and any people in the vicinity, but also benefits the District through the building and preservation of public trust and confidence.

The State of Washington requires that all motor vehicle operators possess valid driver's licenses that are endorsed for the type(s) of motor vehicle(s) operated. Several District positions specifically require the ability to operate selected motor vehicles that require special license endorsements. Incumbents in these positions are required to possess valid and appropriately endorsed licenses as a condition of their employment.

Accordingly, if any employee who is normally required to possess a State of Washington motor vehicle operator's license as a condition of employment fails to maintain and preserve ~~his/her~~their driver's license, then said employee, by definition, is interfering with or adversely affecting the District's ability to perform its missions effectively and efficiently. Also, if anyone reports observing any employee operating District vehicles or equipment unsafely or negligently, and the report is reasonably confirmed, regardless of licensing requirements, then said employee, by definition, is eroding public trust and confidence, which also adversely affects the District's ability to perform its missions effectively and efficiently. In either situation, said employee is subject to disciplinary action under the following conditions:

Violation	Disciplinary Action
ANY license suspension for a moving violation which occurs while operating a District vehicle	Removal
CDL exclusively suspended, other than moving violation	5% reduction in gross pay for the duration of the suspension
First license suspension which results from operation of other than a District vehicle	5% reduction in gross pay for the duration of the suspension
Any two (2) suspensions which result from operation of other than a District vehicle within five (5) years of each other	Removal
1st and 2nd general convictions against license	Filed in employee's Permanent Personnel record
3rd conviction against license	Removal

Supervisor Investigated Reports of Unsafe, Reckless, or Negligent Operation of District Equipment		
Report	Qualifier	Disciplinary Action
1	N/A	Letter of warning to official personnel file (purged at 36 months from incident) + remedial training
2	if <6 months from 1 <sup>st</sup> report	Formal letter of reprimand to official personnel file (permanent record) + \$100 reduction in gross pay for one pay period
	if 6--24 months from 1 <sup>st</sup> report	Formal letter of reprimand to official personnel file (permanent record)+ \$50 reduction in gross pay for one pay period
	if >24 months from 1 <sup>st</sup> report	Same as for 1 <sup>st</sup> report
3	N/A	Removal

## 9.8 Safety

To protect the safety of every employee while at work, the District places a high priority on safety practices. Every employee is responsible for maintaining a safe work environment and following the District's safety policies. Each employee shall promptly report all unsafe or potentially hazardous conditions to ~~his/her~~their supervisor. Prompt disciplinary action, up to and including termination, will be taken against any employee who willfully or repeatedly violates the District's safety policies. These policies can be found as referred to in the District's Administrative Code. In the case of an accident involving a personal injury, regardless of how serious, employees shall immediately notify their supervisor or the General Manager.

## 9.9 Telephone Policy

This policy provides information specific to the appropriate use of telephones by employees in the performance of their duties.

**District-provided Telephones:** Where job or business needs demand immediate access to an employee, the District may issue a telephone to an employee for local and long-distance work-related communications and information gathering purposes only.

Personal use of District provided cell phones shall be held to infrequent use or emergency events. Infrequent use should not exceed five (5) minutes on an occasional basis. All other personal use is considered taxable by the IRS. The District may monitor that this policy is being followed by conducting periodic audits of phone bills.

All data on a District-owned device is deemed a public record. There is no expectation of privacy with information on District provided cell phones. Personal call records and other information (e.g., personal data, photos, text messages, etc.) may be subject to review or audit in the event of a public disclosure request.

In general, the District expects employees to use common sense and sound judgment when utilizing a District-provided telephone. Because telephone transmissions may be accessible by individuals outside of the District, employees should not transmit sensitive or confidential information via telephones. The confidentiality of conversations, e-mail or text messages conducted on a telephone or in voicemail should not be assumed. Employees in possession of District equipment such as telephones are expected to protect the equipment from loss, damage or theft.

Upon resignation or termination of employment, or at any time upon request, the employee may be asked to produce the telephone for return, replacement, or inspection. Employees unable to present the telephone in good working condition within the time period requested may be required to bear the cost of a replacement.

Employees who separate from employment with outstanding debts for equipment loss or unauthorized charges and who do not provide repayment or replacement will be considered to have left employment on unsatisfactory terms, as well as subject to legal action for recovery of the loss.

**Personal Telephone Use:** If an employee brings a personal telephone onto District property, the phone should remain on the “off” or “silent/vibrate” mode during business hours. Employees are to make all personal calls during non-work time (rest or meal periods) and are asked to ensure that any persons who may call you while at work are aware of the District policy. Flexibility will be provided in circumstances demanding immediate attention to emergencies. The District will not be liable for the loss of personal telephones brought into the workplace.

**Safety Issues for Telephone and Texting Users:** Employees who are assigned a District telephone, or who have a personal telephone are prohibited from using their telephones while driving a District vehicle. This includes texting or emailing or any other activities. Employees are expected to follow the motor vehicle laws regarding the use of telephones while driving a District vehicle. If an employee needs to communicate via telephone while driving a District vehicle, they must use a hands-free device that meets all requirements of the applicable laws. The District will not be liable for the loss of personal telephones brought into the workplace.

Employees who are charged with traffic violations resulting from the use of a telephone while driving will be solely responsible for all liabilities, fines, and other adverse consequences that result from the traffic violation.

**Special Responsibilities of Management Staff:** As with any policy, management staff is expected to serve as appropriate role models for proper compliance with the provisions above and are encouraged to regularly remind employees of their responsibilities in complying with this policy.

## 9.10 Substance Abuse

The District's philosophy on substance abuse is a primary concern with the well-being of the employee. As part of our employee wellness program, we encourage employees who are concerned about their alcohol or drug use to seek counseling, treatment and rehabilitation.

The District is subject to the federal Drug-Free Workplace Act, under which the use of marijuana, in any amount, is still considered illegal. Marijuana will result in a positive drug test for a significant period of time after use.

**Testing Requirements—Commercial Driver License (CDL) –required Employees:** District employees who hold a CDL and who operate commercial motor vehicles while employed by the District are subject to additional rules and regulations imposed by the federal and state government. These regulations require urine drug testing and alcohol breath testing in the following circumstances: pre-employment; reasonable suspicion; post-accident; return to duty testing, random testing. CDL holders who test positive must be removed from service and are subject to discipline, up to and including termination. The District, or its agents, shall report CDL holders that test positive to the Federal Motor Carrier Administration CDL Drug and Alcohol Clearinghouse in accordance with federal law.

**Commented [JC22]:** To comply with 49 CFR parts 40 and 382; Clearinghouse that went live January 6, 2020.

**Testing Requirements—All Employees:** District employees may be required from time-to-time to drive a District-owned vehicle. Any employee involved in an accident while driving a District-owned vehicle may be required to submit to drug or alcohol testing, which shall occur as soon as

possible following the accident. Employees subject to post-accident drug or alcohol testing must remain nearby and available for such testing and may not take any action to delay taking their test or to interfere with testing or the results of testing. Refusal to comply with post-accident testing protocol will be treated as a positive test result. Testing is mandatory when the accident results in serious injury, fatality, or significant property damage. Employees who test positive must be removed from service and are subject to discipline, up to and including termination.

**District Resources Available:** Although the decision to seek diagnosis and accept treatment is completely voluntary, the District is fully committed to helping employees overcome substance abuse through its available resources. In most cases, the expense of treatment may be fully or partially covered by the District's benefits program. Please see the General Manager or Administrative Assistant for more information on available benefits. In recognition of the sensitive nature of these matters, all discussions will be kept confidential. Employees who seek advice or treatment will not be subject to retaliation or discrimination.

**When Job Performance is Affected:** Although the District's emphasis is on rehabilitation, it must be understood that disciplinary action may be taken when employees continue to demonstrate problems in job performance or are involved with or under the influence of drugs or alcohol on the job or while on-call. The District shall terminate an employee possessing, consuming, controlling, selling or using alcohol, drugs, or other controlled substances during work hours or while on-call. The District may also discipline or terminate an employee who exhibits an on-going dependence on alcohol, drugs or other controlled substances which, in the District's opinion, impairs the employee's work performance, poses a threat to the public confidence, or is a safety risk to the District or others.

**Drug-Free Workplace:** To comply with the requirements of the federal Drug-Free Workplace Act, the District adopts the following policies:

1. The manufacturing, distribution, dispensation, possession and use of unlawful drugs or alcohol on District premises or during work hours by District employees are strictly prohibited. Under federal law, Marijuana, in any amount, is still considered illegal.
2. Employees must notify the District within five (5) days of any conviction for a drug violation in the workplace.
3. Violation of this policy can result in disciplinary action, including termination. Continued poor performance or failure to successfully complete a rehabilitation program is grounds for termination.

## 9.11 Informal Complaint Procedure/Problem Solving Process

The District recognizes that sometimes situations arise in which an employee feels that ~~he or she~~ has they have not been treated fairly or in accordance with District policies and procedures. For this reason, a number of steps are outlined below to address problems and complaints.

A "complaint" is defined as an action by an employee alleging that ~~he/she~~ has they have not been treated justly concerning the administration of these personnel policies or other administrative



policies of the District. This complaint procedure does not apply to claims of harassment, sexual harassment, or reports of improper governmental action. Separate procedures apply to these types of complaints; see Complaint Procedure, Section 2.9 and Reporting Improper Government Action, Section 9.3. No punitive action shall be carried out against the employee for using this procedure.

**Complaint Procedure:**

1. Discuss your problem or complaint with your supervisor within two (2) working days of the occurrence. ~~He or she~~They shall give you a reply within two (2) working days, unless additional time is needed.
2. If you feel the problem is not solved to your satisfaction with your supervisor, or you disagree with how District policies have been applied, you should submit the problem, in writing, to the General Manager. The written complaint should include a description of the problem and the remedy you seek. It shall be filed within ten (10) working days of the occurrence leading to your complaint. The General Manager will respond to your complaint within ten (10) working days after receiving the complaint.
3. The General Manager's response and decision can be appealed to the Board ~~of Commissioners~~, by filing a written complaint with the Administrative Assistant within ten (10) working days of the issuance of the General Manager's written decision. In the event of a complaint against the General Manager, the complaint shall be filed with the District's legal counsel within ten (10) working days of the occurrence that gives rise to your complaint. The Board will review the matter in executive session or at an open public meeting, consistent with the open public meetings act, and issue a written decision within thirty (10) days of the appeal. The Board's decision shall constitute final agency action. The Informal Complaint Procedure/Problem Solving Process does not replace the Grievance Procedures contained in the Union Contract. It is a means available to resolve issues and concerns at the lowest level when possible.

## 9.12 Open Communication Policy for District Operations

It is the policy of the Board ~~of Commissioners~~ that ideas for improving the operations of the District are freely and openly communicated between and among the Commissioners and District employees and consultants, without fear of formal or informal retribution, and that these ideas or issues raised are addressed in a timely manner. These issues must fall outside the scope of the District-Union Contract Grievance Procedure. In support of this policy the following are established:

1. Any employee or consultant desiring to make a suggestion or raise an issue related to the effective conduct of District operations may do so in writing, submitted to the General Manager. The General Manager must respond to the proposal in writing within ~~ten (10)~~ working days.
2. If the employee or consultant believes that the General Manager's response to the suggestion or issue does not adequately address the suggestion or issue, the employee or consultant may submit the idea or issue, along with all previous correspondence between the submitter and the General Manager to the Board ~~of Commissioners~~ via the Recording Secretary.

3. Within five working days of receipt of the written communication the Recording Secretary shall distribute copies to each Commissioner, the General Manager, and relevant supervisors whose responsibilities would be affected by the suggestion/issue.
4. Within thirty days after receipt of the communication from the Recording Secretary, the Board ~~of Commissioners~~ will consider the issues raised therein as an agenda item at a regular or special meeting. The submitter of the suggestion or issue shall be asked to attend the meeting. The Board ~~of Commissioners~~ will make a decision regarding the idea or issue.

### 9.13 Use of Technology E-Mail/Internet Policy

**Background:** The District's technical resources, including desktop and portable computer systems and voicemail, enable employees to quickly and efficiently access and exchange information throughout the District. When used properly, ~~we believe~~ these resources greatly enhance employee productivity and knowledge. In many respects, these tools are similar to other District tools, such as stationary, file cabinets, photocopiers, and telephones. Because these technologies are both new and rapidly changing, it is important to explain how they fit within the District and within your responsibilities as an employee.

This policy applies to all technical resources that are owned or leased by the District, that are used on or accessed from District premises, or that are used on District business. This policy also applies to all activities using any District-paid accounts, subscriptions, or other technical services, such as voicemail, e-mail, etc., whether or not the activities are conducted from the District's premises.

**Note:** As you use the District's technical resources, it is important to remember the nature of the information created and stored there. Because they seem informal, e-mails are sometimes offhand, like a conversation, and not as carefully thought out as a letter or memorandum. Like any other document, an e-mail or other computer information can later be used to indicate what an employee knew or felt. You should keep this in mind when creating e-mails and other documents. Even after you delete an e-mail or close a computer session, it may still be recoverable and may even remain on the system.

**Acceptable Uses:** The District's technical resources are provided for the benefit of the District and its clients, vendors, and suppliers. These resources are provided for use in the pursuit of District business and are to be reviewed, monitored, and used only in that pursuit, except as otherwise provided in this policy.

Employees are otherwise permitted to use the District's technical resources for occasional, non-work purposes with permission from the General Manager. Nevertheless, employees have no right of privacy as to any information or file maintained in or on the District's property or transmitted or stored through the District's computer, voicemail, or telephone systems.

**Unacceptable Uses:** The District's technical resources should not be used for personal gain or the advancement of individual views. Solicitation for any non-District business or activities using District resources is strictly prohibited. Your use of the District's technical resources must not

interfere with your productivity, the productivity of any other employee, or the operation of the District's technical resources.

No employee may use the District's networked/work station internet access to post a message on work time to an Internet message board, social media (e.g., Facebook, ~~My space~~, Twitter, etc.) or other Internet communication facility, except in the conduct of official District business.

Sending, saving, or viewing offensive material is prohibited. Messages stored and/or transmitted by computer, voicemail, or telephone systems must not contain content that may reasonably be considered offensive to any employee. Offensive material includes, but is not limited to, sexual comments, jokes or images, racial slurs, gender-specific comments, or any comments, jokes or images that would offend someone on the basis of ~~his or her~~their race, color, creed, sex, age, national origin or ancestry, physical or mental disability, as well as any category protected by applicable federal, state, or local laws. Any use of the District's technical resources to harass or discriminate is unlawful and strictly prohibited by the District. Violators will be subject to discipline, up to and including discharge.

The District does not consider conduct in violation of this policy to be within the course and scope of employment or the direct consequence of the discharge of one's duties. Accordingly, to the extent permitted by law, the District reserves the right not to provide a defense or pay damages assessed against employees for conduct in violation of this policy.

**Access to Information:** The District asks you to keep in mind that when you are using the District's computers you are creating District documents using a District asset. The District respects the individual privacy of its employees. However, that privacy does not extend to an employee's work-related conduct or to the use of District-provided technical resources or supplies.

The District's computer and telephone systems and the data stored on them are and remain at all times the property of the District. As a result, computer data, voicemail messages, and other data are readily available to numerous persons. If, during the course of your employment, you perform or transmit work on the District's computer system and other technical resources, your work may be subject to the investigation, search, and review of others in accordance with this policy.

All information that is created, sent, or retrieved over the District's technical resources is the property of the District, and should not be considered private or confidential. Employees have no right to privacy as to any information or file transmitted or stored through the District's computer, voicemail, or telephone systems. Any electronically stored information that you create, send to, or receive from others may be retrieved and reviewed when doing so serves the legitimate business interests and obligations of the District. Employees should also be aware that, even when a file or message is erased, it is still possible to recreate the message. The District reserves the right to monitor your use of its technical resources at any time. All information including text and images may be disclosed to law enforcement or to other third parties without prior consent of the sender or the receiver.

**Security Information:** Although you may have passwords to access computer and voicemail systems, these technical resources belong to the District, are to be accessible at all times by the

District, and are subject to inspections by the District with or without notice. The District may override any applicable passwords or codes to inspect, investigate, or search an employee's files and messages. All passwords must be made available to the General Manager upon request.

**Your Responsibility:** Each employee is responsible for the content of all text, audio, or images that they place or send over the District's technical resources. Employees may access only files or programs, whether computerized or not, that they have permission to enter.

Violations of any guidelines in this policy may result in disciplinary action up to and including termination. In addition, the District may advise appropriate legal officials of any illegal violations.

**Public Records:** Under some circumstances, communications sent by computer or telephone may be subject to public disclosure under state or federal law. It is best to always consider such communications available for public discovery.

The District's e-mail system will periodically and routinely purge (delete) communications from the system without further necessary action by the sender or recipient. Therefore, e-mail is not to be used by any District official or employee as the exclusive means to memorialize information where it is either necessary or intended that the information content be preserved for future use or reference.

Except as set forth below, e-mails should be deleted by the user on a regular basis:

An electronic communication must be preserved in, or transferred to, Archival Form by an employee when either (1) a law expressly requires such communication be kept; or (2) preservation of such communication is necessary or convenient to the discharge of the public officer's and employee's duties, and the communication was made or retained for the purpose of preserving its informational content for future District use or reference. "Archival Form" shall mean either (1) the transcription or printing of an electronic communication or computer data in a readable hard copy form, or (2) the transmission, conversion, recording, storing or other preservation of an electronic communication or computer data in an electronic data processing or computer system by means of any computer hard drive, disk or diskette, magnetic tape, film, optical disk or CD ROM or any other electronic format by which the informational content of the electronic communication computer data is capable of being permanently or indefinitely preserved and thereafter retrieved in a readable and comprehensible form.

Once in Archival Form the communication shall be preserved in accordance with the approved retention period. Any electronic communication so preserved in Archival Form shall be deemed a District record for purposes of the District's practices and policies and a public record for purposes of applicable state or federal public disclosure laws.

In the event that a request for inspection is made pursuant to the Freedom of Information Act or the Washington State Public Records Act (RCW 42.47~~56~~), or a demand by subpoena or court order is received by the District, for any e-mail or other electronic communication that is in existence at the time such request or demand is received, the District official or employee having control of the electronic communication shall use ~~his or her~~their best efforts, by any reasonable means available, to temporarily preserve the communication until it is determined whether such communication is

subject to preservation, or public inspection or production. The General Manager shall immediately be contacted regarding any such inspection request or production demand. The General Manager will, in turn, notify the District counsel who will advise the District personnel as to the District's preservation, inspection and production obligations. If it is determined that the District is obligated to permit inspection or produce the communication, the person in control of it shall thereafter preserve the communication in an Archival Form for the applicable retention schedule period.

## 9.14 Office Pet Policy

~~Lake Whatcom Water and Sewer~~The District is responsible for assuring the health and safety of all employees as well as customers while on the premises. In keeping with this objective, ~~Lake Whatcom Water and Sewer~~the District does not permit employees to bring their household pets to work. Animals may pose a threat of infection and may cause allergic reactions in other employees or customers. Some employees may feel threatened or be distracted by the presence of animals. In addition, ~~Lake Whatcom Water and Sewer~~the District wishes to prevent pets from damaging District property.

An employee who requires the help of a service animal will be permitted to bring a service animal to the office pursuant to the approval of the General Manager, provided that the animal's presence does not create a danger to others and does not impose an undue hardship upon the ~~company~~District.

# 10 DISCIPLINE AND TERMINATION

## 10.1 Guidelines for Appropriate Conduct

In pursuing ~~Lake Whatcom Water and Sewer~~the District's goal of excellence in service, we expect excellence from each of our employees, while striving to make this an enjoyable and rewarding place to work. The District's success in providing excellent service to our customers and maintaining good relationships with the community depends upon our employees. We therefore provided for your guidance certain conduct, which if engaged in, would be detrimental to our objective and could lead to disciplinary action up to and including discharge. The following specified conduct is illustrative and not comprehensive:

1. Violation of duties or rules in these personnel policies, or any other District rule or administrative order.
2. Any violation of the policies adopted by the District in compliance with the Federal Drug-Free Workplace Act, as stated in ~~Chapter 9, s~~Section 9.10, of ~~the District's Personnel Policies Manual~~this manual.
3. Being in possession of, intoxicated or under the influence of alcohol, narcotics or other controlled substance drugs on the job; use, possession or sale of controlled substance drugs

in any quantity while on District premises except medications prescribed by a physician which do not impair work performance.

4. Willful violation of security or safety rules or failure to observe safety rules or District safety practices; failure to wear required safety equipment; tampering with District safety equipment. Negligence or any careless action which endangers the life or safety of another person.
5. Violation of a lawful duty or falsification of records.
6. Insubordination or refusing to obey instructions properly issued by your supervisor pertaining to your work; refusal to help out on a special assignment.
7. Sexual harassment or other unlawful harassment of another employee or member of the public.
8. Habitual lateness for work. Absence without proper notification to immediate supervisor, excessive absenteeism, or insufficient reasons for absenteeism. Loitering, goofing off, failing to assist others in a work situation.
9. Unsatisfactory job performance, incompetence, inefficiency, inattention, or dereliction.
10. Engaging in criminal conduct or acts of violence, or making threats of violence toward anyone on District premises or when representing the District, fighting, horseplay, or provoking a fight on District property, or negligent damage of District property. Threatening, intimidating or coercing fellow employees on or off District premises, at any time, for any purpose.
11. Engaging in an act of sabotage; willfully or with gross negligence causing the destruction or damage of District property, or the property of fellow employees, customers, suppliers or visitors in any manner.
12. Theft of District property or the property of fellow employees; unauthorized possession or removal of any District property, including documents, from the premises or job site without prior permission from management; unauthorized use of District equipment or property for personal gain or advantage, using District equipment for profit.
13. Dishonesty; willful falsification or misrepresentation on your application for employment or other work records; lying about sick or personal leave; falsifying reason for a leave of absence or other data requested by the District; alteration of company records or other company documents.
14. Giving confidential information without authorization.
15. Unauthorized possession of dangerous or illegal firearms, weapons or explosives on company property or while on duty.
16. Acceptance of fees, gratuities or other valuable items in the performance of the employee's official duties for the District.
17. Lying, malicious gossip and/or spreading rumors; engaging in behavior designed to create discord and lack of harmony; interfering with another employee while on the job; willfully restricting work output or encouraging others to do the same.

18. Failure to report an occurrence causing damage to the District's, customers, or public property. Failure to properly secure District facilities or property.
19. Smoking in any unauthorized posted area or creating a fire hazard in any area.
20. Conviction of a gross misdemeanor or felony.

This list contains examples only and is not exhaustive. The District may discipline or terminate employees for other reasons not stated above.

## 10.2 Discipline and Termination Procedure

The District's discipline procedure, as follows, is intended to give employees advance notice, whenever possible, of problems with their conduct or performance so that they have an opportunity to improve. Any or all of these steps may be utilized, depending upon individual circumstances and the nature of the offense. Exceptions from the normal procedure may occur whenever the District determines this to be appropriate or when provided for in the Union Contract. Immediate termination may occur in some cases where the offense is serious.

**Oral Warning:** With the exception of offenses requiring more stringent action, or as otherwise provided for in the Union Contract and in this manual, the supervisor will discuss behavior and performance problems with the employee on an informal basis. This gives the employee the opportunity to make changes and avoid proceeding to the formal discipline steps below. Repeated counseling will result in a written warning.

**Written Warning:** This is a formal written disciplinary action for misconduct, inadequate performance, or repeated lesser infractions. Written warnings are placed in the employee's personnel file. The written warning shall include the nature of the infraction, what the employee needs to do to correct the conduct or improve performance, and make clear what further disciplinary action would follow if the incident happens again or improvement does not occur. The employee will have an opportunity to defend their actions and rebut the opinion of their supervisor or the General Manager at the time the warning is issued in writing to accompany the complaint in the file. (see [Article 4 2016-2018 AFSCME current](#) Union Contract).

**Suspension:** A temporary unpaid absence from duty that may be imposed as a penalty for significant misconduct or repeated lesser infractions. A suspension is a severe disciplinary action that is made part of the employee's permanent record.

Suspensions with pay, where the employee is placed on paid leave, may be utilized by the General Manager pending the results of an investigation or disciplinary action where it is determined that factors such as public confidence, the safety of the employee or the efficient functioning of the District call for such a suspension.

**Discharge:** An employee may be removed from District employment for a serious offense or when the progressive steps above do not result in corrected behavior or improved work performance.

**Pre-Discharge Meeting:** In the event a supervisor or the General Manager desires to discharge an employee, the employee shall be provided with a written notice that includes an explanation of the reasons and the time of the meeting. The meeting will be presided over by the General Manager or a designated representative. The employee may bring one person to the meeting as an observer who may not interfere with the orderly process of the meeting.

At the meeting, the employee shall be given an opportunity to respond, either orally or in writing, and to explain why the District should not go ahead with the discharge. Within three (3) working days of the meeting, the General Manager will issue a written decision determining whether the discharge will proceed, or some alternative disciplinary action. A longer review period may be required in more complex situations.

**~~Trial-Probationary~~ Employees:** Employees in their ~~trial-probationary~~ period may be removed with or without cause at any time without following the disciplinary steps above.

### 10.3 Grievance Procedure for Non-Exempt Employees

The District retains the right to discipline, suspend or discharge employees for cause, subject to the grievance procedure in the Union Contract (see also Section 10.2 of this manual).

The purpose of this procedure is to provide an orderly method for resolving grievances, and to do so at the lowest possible level in the grievance procedure, with the least possible disruption of work and services.

For the purpose of this manual, a grievance is defined as only those disputes involving the interpretation, application or alleged violation of any provision of the Union Contract. Grievances shall be processed in accordance with the following procedure within the stated time limits.

#### Steps in the grievance procedure:

1. The grievant shall attempt to resolve the dispute with ~~his/her~~their immediate supervisor informally and with the least possible disruption of work and services, and if the grievance is not resolved to the grievant satisfaction at this point, the grievant and immediate supervisor must try to resolve the dispute informally with the supervisor's supervisor.
2. If unable to resolve the dispute informally, the grievant employee or the Union representative shall present the grievance in writing directly to the General Manager within ten (10) Normal District Business Days of the alleged occurrence, or within ten (10) Normal District Business Days of the date when the employee could reasonably have known of the alleged occurrence. The grievance must state:
  - The relevant facts.
  - Specific provision(s) of the contract alleged to be violated.
  - The remedy sought.

Within ten (10) Normal District Business Days of receipt of the grievance, the General Manager shall, if not absent from the workplace, discuss the grievance with the employee. Grievance discussions may occur during normal working hours without loss of pay to the



aggrieved employee. Within ten (10) Normal District Business Days of the grievance discussion, the General Manager, if not absent from the workplace, shall give the employee a written answer to the grievance.

3. Within ten (10) Normal District Business Days of the receipt of the General Manager's answer, the grievant may appeal the grievance to the Joint Labor/Management Committee. Within ten (10) Normal District Business Days after receiving the grievance, the Joint Labor/Management Committee shall convene a settlement conference with the grievant present. The written answer of the Joint Labor/Management Committee shall be given to the grievant and to the Union within ten (10) Normal District Business Days of the conclusion of the appeal meeting.
4. Within ~~five (5)~~ten (10) Normal District Business Days of receiving the Joint Labor/Management Committee's answer, the grievant may appeal the grievance to the Board ~~of Commissioners~~. Within ten (10) Normal District Business Days after receiving the grievance, the Board shall hold a grievance meeting with the employee and the Union. The written answer of the Board shall be given to the employee and to the Union within ten (10) Normal Business Days of the conclusion of the appeal meeting.
5. Within ten (10) Normal Business Days the written answer referred to in Step 4, the Union may submit the grievance to arbitration in accordance with the following procedures. The referral to arbitration may be made only by the parties to this agreement (Union and District), and must be in writing and presented to the other party within ten (10) Normal District Business Days of the written answer referred to in Step 4.

**Commented [JC23]:** To make consistent with union CBA.

In the event the grievance is referred to arbitration, the parties shall attempt to designate a single arbitrator. In the event an arbitrator is not agreed upon within ten (10) Normal District Business Days, the parties shall jointly request the American Arbitration Association to submit a list of nine arbitrators. The arbitrator shall be chosen from the list by alternate striking of arbitrator names. When each party has stricken four (4) names, the remaining arbitrator shall be the appointed arbitrator. The order of who is first to strike names from the list shall be determined by the flip of a coin.

The arbitrator shall investigate the grievance, hear testimony from both sides and render a decision.

All meetings and hearings under this procedure shall be kept informal and private, and shall include only such parties in interest and/or their designated representatives; however, if the grievant does not designate the Union as ~~his or her~~their representative, the Union reserves the right to appoint a representative to attend for the sole purpose of discharging its duty to represent the bargaining unit. The arbitrator shall render a decision within thirty (30) calendar days from the date of the conclusion of the formal hearing. The power of the arbitrator shall be limited to interpreting ~~this the Union~~ Contract and determining if the disputed Article or portion thereof has been violated. The arbitrator shall have no authority to add to, alter, modify, vacate or amend any terms of ~~this the Union~~ Contract or to substitute his/her or their judgment on a matter or condition for that of the District where the District has not negotiated and limited its authority on the matter or condition. The decision of the arbitrator within these stated limits shall be final and binding on the parties.

No issue whatsoever shall be arbitrated or subject to arbitration unless such issue results from an action or occurrence which takes place following the execution date of ~~this~~ the Union Contract.

Expenses for the arbitrator's services and the proceedings shall be paid equally by both parties. However, each party shall be completely responsible for all costs of preparing and presenting its own case, including compensating its own representatives and witnesses. If either party desires a record of the proceedings, it shall solely bear the cost of such record.

In the event the arbitrator finds that ~~he/she has~~ they have no authority or power to rule in the case, the matter shall be referred back to the parties without decision or recommendation on the merits of the case.

Any and all time limits specified in the grievance procedure may be waived by mutual agreement of the parties. Failure by the employee to submit the grievance in accordance with these time limits without a mutual agreement shall constitute an abandonment of the grievance. Upon failure by the District to submit a reply within the specified time limits, the employee may advance the grievance to the next step.

## 11 DISCONTINUED EMPLOYMENT

### 11.1 Definition of Terms

**Discontinued employment:** Anytime District pay and leave accrual stops.

**Permanent:** Intended to be forever.

**Temporary:** Not permanent.

**Voluntary:** Chosen by the employee of ~~his/her~~ their own free will.

**Involuntary:** Imposed by the District.

**Retirement:** A voluntary act of the employee to permanently discontinue employment and draw retirement benefit annuities.

**Resignation:** A voluntary act of the employee to permanently discontinue employment prior to qualifying for retirement benefits.

**Removal:** An involuntary act to permanently discontinue employment because of serious and/or repeated misconduct, uncorrectable unsatisfactory performance, or physical or mental impairment or incapacity that cannot be accommodated by the District.

**Misconduct:** Failure to comply with rules of conduct.

**Uncorrectable unsatisfactory performance:** Performance that fails to meet minimum critical performance criteria.

**Un-accommodating physical or mental impairment or incapacity:** A condition that renders the employee incapable of meeting at least one of the position's minimum critical performance elements, and cannot be accommodated by the District through position reassignment and/or downgrade.

**Reduction in force:** An involuntary act to permanently discontinue employment due to other than misconduct, uncorrectable unsatisfactory performance, or physical or mental impairment or incapacity that cannot be accommodated by the District.

**Leave without pay:** A voluntary act to temporarily discontinue employment for a variety of reasons.

**Suspension:** An involuntary act to temporarily discontinue employment due to misconduct.

**Lay off:** An involuntary act to temporarily discontinue employment due to other than misconduct, uncorrectable unsatisfactory performance, or physical or mental impairment or incapacity that cannot be accommodated by the District.

## 11.2 Non-exempt Employees

The General Manager may discontinue the employment of any non-exempt employee for any of the reasons listed below:

1. During or at the end of the employee's probationary period, with or without cause.
2. As a result of disciplinary action.
3. Unsatisfactory job performance.
4. Due to loss of skills, certifications or other conditions which would make the employee unfit for service.
5. When the Board ~~of Commissioners~~ has made a determination that a lack of work or funding exists with respect to the employee's position. The Board ~~of Commissioners~~ has sole discretion to make determinations of lack of work or lack of funding.
6. If the employee has a physical or mental impairment that prevents them from performing the required duties of the employee's position and the employee cannot be reasonably accommodated. The District may require an examination at its expense performed by a physician of its choice. Failure to submit to such request may result in removal.

## 11.3 Exempt Employees

The General Manager may discontinue the employment of all exempt employees at ~~his/her~~their discretion, which effective date is also ~~his/her~~their discretion.

## 11.4 All Employees

No one shall involuntarily discontinue another's employment, either permanently or temporarily, because of the employee's religious affiliation or conviction, race, color, national origin, gender, or sexual proclivity.

## 11.5 Lay-off Sequencing

If a lay off(s) becomes necessary, the District will subscribe to the following general sequence of personnel category:

1. Temporary employees
2. Trial employees
3. Regular employees

In addition to first in/last out for regular employees, consideration will be given to individual performance and the qualifications required for remaining jobs. Seniority will be considered when performance and qualifications are equal.

Employees who are laid off will be placed on a re-employment list for up to two years. Persons on this list will be given first right of refusal over outside candidates if they qualify for the particular open position.

## 11.6 Resignation/Retirement Notification

The District encourages all employees to provide at least thirty (30) days-notice of their intended resignation or retirement to enable position re-advertising.

# 12 OTHER POLICIES

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## 12.1 ~~Recycling~~ Resource Conservation

~~Lake Whatcom Water and Sewer~~The District recycles as many materials as possible. Acceptable materials for recycling (please place these in the proper recycling bins):

- Aluminum
- Mixed paper
- Newspapers
- Shipping cartons & packing materials
- Cardboard

Unacceptable (please keep these contaminants out of the recycling bins)

- Carbons
- Wrapping paper
- Food
- Paper Towels & Napkins

**Solid waste:** It has been estimated that each man, woman and child produces an average of four pounds of trash every day, almost 1,500 pounds a year. Most of this garbage gets buried in a landfill and we are running out of landfill space at an alarming rate. Paper makes up about 25% of many cities' garbage, much of which could be diverted through office paper recycling programs.

**Paper production:** As many as seventeen small trees are required to make one ton of paper. Recycling slows the demand for virgin timber fibers and lessens the strain on our forest resources.

**Energy conservation:** Up to 64% less energy is required to produce paper from waste paper instead of from virgin pulp wood. In the case of office paper, the equivalent of almost three barrels of oil is saved for every ton of paper recycled.

**Air and water pollution:** The manufacturing of paper from used paper instead of from trees produces almost 60% less pollution of air and water.

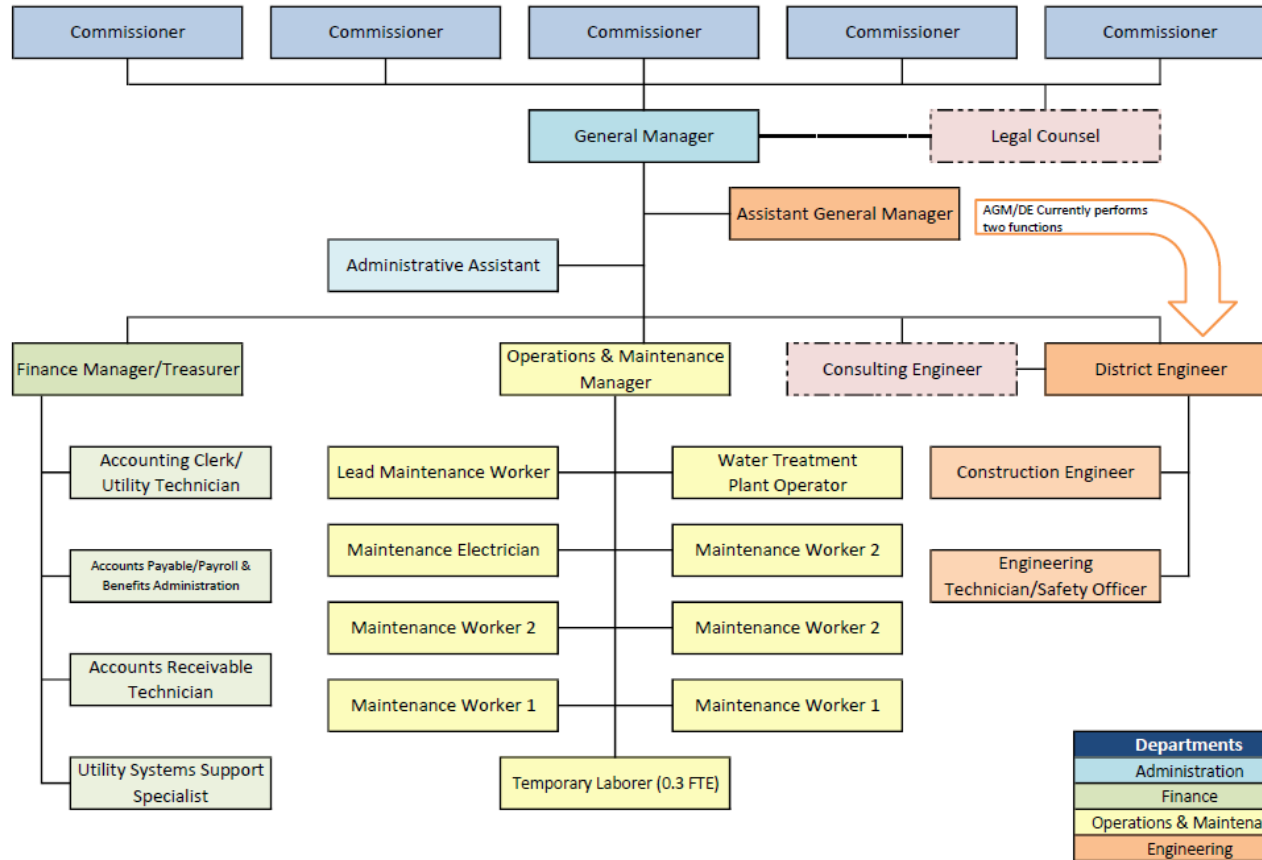
**Water conservation:** The manufacturing of paper uses only half of the water that is required in the manufacturing of virgin paper.

# APPENDIX A

## ORGANIZATION CHART

## Lake Whatcom Water & Sewer District Organizational Chart

*Updated 01.03.2022*



PERSONNEL POLICIES MANUAL (02.23.2022)  
LAKE WHATCOM WATER & SEWER DISTRICT

PAGE A-1

# APPENDIX B

## POSITION DESCRIPTIONS



# APPENDIX C

## RECORD OF CHANGES

Effective Date	Section Changed	Change Made
February 25, 1998	4.09	District vehicle use changed to reflect Board approved policy
March 25, 1998	4.02 and Appendices	Added Appendix D, Listing of Exempt & Non-Exempt Positions
March 25, 1998	4.02	Added language regarding comp time worked on Sundays or holidays.
March 25, 1998	5.05	Inserted section regarding reimbursement for meals consumed by employees during emergency overtime (ref Resolution #487).
March 25, 1998	6.08	Added approved longevity pay chart to text.
March 25, 1998	7.01	Revised chart to accurately reflect vacation accrual.
March 25, 1998	7.09	Deleted paragraph titled "Holidays Worked" because it duplicated language in section 4.02.
March 25, 1998	Appendix A	Organization chart revised to reflect change to five commissioners.
April 2, 1999	7.01	Revised chart to accurately reflect vacation accrual
April 2, 1999	Appendix A	Organization chart revised to reflect change to eliminate the District Engineer Position, and add Meter Reader.
April 2, 1999	Appendix D	Delete Engineering Technician, add Meter Reader
April 2, 1999	Appendix E	Add Appendix E - Union & Non Union Positions
Nov 16, 2000	Appendix A	Revised Organization Chart to change Meter Reader position title to Utility Systems Support Specialist and change Maintenance Planning Technician position title to Operations Coordinator
Nov 16, 2000	Appendix B Position Descriptions	Added Utility Systems Support Specialist position description. Deleted Maintenance Planning Technician position description. Added Operations Coordinator position description.
Nov 16, 2000	Appendix D	Changed Meter Reader Position title to Utility Systems Support Specialist. Changed Maintenance Planning Technician position title to Operations Coordinator
Nov 16, 2000	Appendix E	Changed Meter Reader position title to Utility Systems Support Specialist Changed Maintenance Planning Technician position title to Operations Coordinator
Dec 7, 2000	4.09	Changed language of On-Call policy to reflect correct standby compensation rate for non-exempt employees
June 13, 2001	Table of Contents	Reprinted entire table - page number changes due to insertion of new section 4.02
June 13, 2001	1.07	Changed Office Administrator title in text to Administrative Assistant
June 13, 2001	2.07	Changed Office Administrator title in text to Administrative Assistant
June 13, 2001	Chapter 4	Changed Overtime/Comp Time to match District: Union Contract, new page numbers for entire chapter
June 13, 2001	Chapter 5	Change Office Administrator to Administrative Assistant
June 13, 2001	Chapters 6, 7, 8	New page numbers
June 13, 2001	Section 9.09 and 9.10	Changed Office Administrator position title in text to Administrative Assistant
June 13, 2001	Appendix A Organization Chart	Receptionist changed to Accounts Payable, Accounting Assistant to Accounts Receivable, and Office Administrator to Administrative Assistant. Supervisor of Accounts Payable - Accounting Manager
June 13, 2001	Appendix B Position Descriptions	Receptionist - changed to Accounts Payable Accounting Assistant - changed to Accounts Receivable Office Administrator - changed to Administrative Assistant
June 13, 2001	Salary Schedule	Change in three position titles

Effective Date	Section Changed	Change Made
June 13, 2001	Appendix C	Added June 13, 2001 changes to list
June 13, 2001	Appendix D & E	Changed Position Titles
Sep 12, 2001	Section 5.04	Added 13¢ per mile to personal vehicle reimbursement rate
Sep 12, 2001	Appendix C	Added change to Section 5.04
June 12, 2002	Chapter 9	Added Open Communication Policy
June 12, 2002	Appendix C	Noted changes to Chapter 9 and Table of Contents
July 10, 2002	5.01 Salary Plan	Added language re Union employee COLA calculations
Nov 27, 2002	General Manager Job Description	Amended by the Board
Nov 27, 2002	Appendix C	Added new General Manager Job Description
2003	Page i Receipt & Acknowledgement	Added statement "I agree to abide by the procedures and policies in the Personnel Policies Manual" also added signature blocks on same page.
2003	Chapter 2	Numerous changes and additions to entire chapter
2003	Chapter 6	Numerous changes and additions to entire chapter
2003	Chapter 9	Numerous changes and additions to entire chapter
May 2004	All	Reviewed, edited, redistributed entire Personnel Manual
January 12, 2005	Chapter 2	Add Workplace Bullying Policy
May 11, 2005	All	Reformatted Receipt and Acknowledgement form and other related language. Rewrote Use of Technology Policy.
June 9, 2010	Chapter 7	Add Sick Leave buy-back policy
January 12, 2011	Chapter 6	Section 6.04 Continuation of Insurance Coverage – added the phrase "to the extent allowed by the District's insurance providers" to the end of the first sentence
April 5, 2011	All	Corrections to punctuation, page numbering, etc.
May 25, 2011	Appendix B	Updated all Position Descriptions.
May 25, 2011	Appendix B Position Title Changes	Accounting Mgr/Treasurer = Finance Manager/Treasurer Accounts Payable = Accounts Payable/Payroll Technician Accounts Receivable = Accounts Receivable Technician Maintenance Worker 3 = Maintenance Electrician Maintenance Worker = Maintenance Worker 2 Utility Worker = Maintenance Worker 1
May 25, 2011	Appendix D & E	Updated Position Titles
July 27, 2011	Pages 4,5,6,12	Minor wording changes
July 27, 2011	Section 2.10	Changes payroll preparer to Accounts Payable/Payroll Tech
July 27, 2011	Section 4.01 Work Hours	Adds language pertaining to the nine and/or ten hour work schedules
July 27, 2011	Section 5.01 Salary Plan	Adds language regarding regularly scheduled salary and compensation studies
July 27, 2011	Section 5.04 Travel Reimbursement	Adds language regarding the use of the District's credit card for travel expenses
July 27, 2011	Section 6.06 Boot Allowance	Adds language regarding Union Contract provisions
July 27, 2011	Section 6.07 Deleted	Eliminates Longevity Pay for non-union employees – Regularly scheduled salary surveys replace this provision
July 27, 2011	Chapter 9	Adds a dress code for office employees
July 27, 2011	Section 9.09 Cellular	Amends language pertaining to cellular phone use while driving

Effective Date	Section Changed	Change Made
	Phones	
July 27, 2011	Section 9.13 Internet Use	Adds language regarding the use of social networking sites using the District's internet access during work time
Sept. 14, 2011	Section 5.03 Paydays	Changed paydays from once per month to bi-weekly.
April 9, 2012	Section 5.08 Resolution 790	Add Section 5.08 Reimbursement for coffee and light refreshments served at District meetings
April 23, 2012	Section 5.09 Resolution 791	Add Section 5.09 Reimbursement for Continuing Education
July 11, 2012	Appendix B Position Descriptions	Change title of Senior Engineering Technician to Construction Engineer
November 13, 2013	All	Updated language to match the AFSCME Union Contract Added Section 9.14 Office Pet Policy
April 30, 2014	Section 9.0	Updated language for District-provided cell phone use
April 30, 2014	Position Description	Senior Engineering Technician Title changed to Construction Engineer
January 27, 2016	Vacation Accrual Table	Accrual table changed from days earned to hours earned
January 27, 2016	Vacation	Added mandatory five consecutive workdays off per year of Vacation for employees that handle financial transactions
January 27, 2016	Sick Leave	Changed requirement for doctor's certificate after four consecutive sick days are taken to after three consecutive sick days are taken
January 27, 2016	Sick Leave	Added Sick Leave Buyback
January 27, 2016	Sick Leave	Added Sick Leave Converted to Standard Pay
January 27, 2016	Shared Leave	Changed leave balance requirements
January 27, 2016	VEBA Contributions	Added the District's contribution of \$300.00 per year.
January 27, 2016	Longevity	Added Matching Deferred Compensation Based on Longevity
January 27, 2016	Salary Practices	Employees with more than 10 years service get \$20.00 extra per month
May 30, 2017	Appendix B Position Descriptions	Amended Administrative Assistant Job Description
May 30, 2017	Appendix B Salary Schedule	Amended Salary Range for Administrative Assistant
June 14, 2017	Appendix B Position Descriptions	Amended Accounting Clerk Job Description
June 13, 2018	Sick Leave: 1.05, 3.04, 3.05, 4.05, 5.07, 7.02, 1.3, 1.4, 1.5, 1.6, 1.7, 1.8, 7.07, 7.11, 7.12	Amended District sick leave policies to WA State Initiative 1433, effective January 2018, including language updates for temporary employees, new employees, sick time accrual, family member definitions, usage guidelines, and guidelines for written verification of sick leave.
February 27, 2019	Revise/create 1.04, 1.05, 2.09, 2.10, 3.06, 4.01, 5.01, 5.02, 6.02, 6.10, 7.04, 7.06, 7.08, 7.10, 8.01, 9.10, App D, App E, App F	Comprehensive review to incorporate recent state/case law, incorporate definitions and policies relating to workplace violence and dangerous weapons, expand policy relating to employee drug testing, refine requirements for frequency of conducting salary surveys, clarify eligibility relating to longevity pay, revise deferred compensation matching schedule, clarify District-provided clothing policy, update document relative to current organizational structure

Effective Date	Section Changed	Change Made
	Move 7.11 and 7.12 to 6.08 and 6.09, respectively	
<del>Month-Day</del> February 23, 2022	<u>Entire document</u>	<u>Comprehensive review and update.</u>

# APPENDIX D

## LISTING OF EXEMPT AND NON-EXEMPT POSITIONS

### LISTING OF EXEMPT & NON-EXEMPT POSTIONS

POSITION TITLE	FLSA DESIGNATION
Accounting Clerk/ <del>Utility Technician</del>	Non-Exempt
Accounts Payable/Payroll <del>Technician</del> & <del>Benefits Administrator</del>	Non-Exempt
Accounts Receivable Technician	Non-Exempt
Administrative Assistant	Non-Exempt
Construction Engineer	Non-Exempt
District Engineer/Assistant General Manager	Exempt
Engineering Technician/Safety Officer	Non-Exempt
Finance Manager/Treasurer	Exempt
General Manager	Exempt
Maintenance Electrician	Non-Exempt
Maintenance Worker I	Non-Exempt
Maintenance Worker II	Non-Exempt
Operations and Maintenance Manager	Exempt
Utility Systems Support Specialist	Non-Exempt
Water Treatment Plant Operator	Non-Exempt

# APPENDIX E

## LISTING OF UNION AND NON-UNION POSITIONS



### LISTING OF UNION AND NON-UNION POSITIONS

POSITION TITLE	UNION DESIGNATION
Accounting Clerk/ <del>Utility Technician</del>	Union Member
Accounts Payable/Payroll <del>Technician</del> & <del>Benefits Administrator</del>	Union Member
Accounts Receivable Technician	Union Member
Administrative Assistant	Non-union
Construction Engineer	Union Member
Engineer/Assistant General Manager	Non-union
Engineering Technician/Safety Officer	Union Member
Finance Manager/Treasurer	Non-union
General Manager	Non-union
Maintenance Electrician	Union Member
Maintenance Worker I	Union Member
Maintenance Worker II	Union Member
Operations and Maintenance Manager	Non-union
Utility Systems Support Specialist	Union Member
Water Treatment Plant Operator	Union Member

Union members belong to American Federation of State, County and Municipal Employees AFL-CIO (AFSCME). Dues are deducted directly from payroll.

# APPENDIX F

## SEVEN (7) STEP SQUARED PAY SCHEDULE



## 2022 LAKE WHATCOM WATER AND SEWER DISTRICT PAY SCHEDULE

JOB CLASSIFICATION	DEPARTMENT	PAY GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
		20							
DISTRICT ENGINEER/ASST. GM	Exempt	19	56.43	58.69	61.04	63.48	66.02	68.66	71.40
		18	52.25	54.34	56.51	58.77	61.13	63.57	66.11
FINANCE MANAGER/TREASURER	Exempt	17	49.76	51.75	53.82	55.98	58.22	60.54	62.97
OPERATIONS/MAINTENANCE MANAGER	Exempt	16	47.39	49.29	51.26	53.31	55.44	57.66	59.97
CONSTRUCTION ENGINEER	Engineering	15	45.14	46.94	48.82	50.77	52.80	54.91	57.11
		14	42.99	44.71	46.49	48.35	50.29	52.30	54.39
		13	40.94	42.58	44.28	46.05	47.89	49.81	51.80
MAINTENANCE ELECTRICIAN	Operations	12	38.99	40.55	42.17	43.86	45.61	47.44	49.34
WATER TREATMENT PLANT OPERATOR	Operations	11	37.13	38.62	40.16	41.77	43.44	45.18	46.99
LEAD MAINTENANCE WORKER	Operations	10	35.37	36.78	38.25	39.78	41.37	43.03	44.75
ENGINEERING TECHNICIAN/SAFETY OFFICER	Engineering	9	33.68	35.03	36.43	37.89	39.40	40.98	42.62
MAINTENANCE WORKER II	Operations	8	32.08	33.36	34.69	36.08	37.53	39.03	40.59
ADMINISTRATIVE ASSISTANT	Administration	7	30.55	31.77	33.04	34.36	35.74	37.17	38.66
ACCOUNTS PAYABLE/PAYROLL TECHNICIAN	Administration	7	30.55	31.77	33.04	34.36	35.74	37.17	38.66
UTILITY SYSTEMS SUPPORT SPECIALIST	Operations	7	30.55	31.77	33.04	34.36	35.74	37.17	38.66
		6	29.10	30.26	31.47	32.73	34.04	35.40	36.81
ACCOUNTS RECEIVABLE TECHNICIAN	Administration	5	27.71	28.82	29.97	31.17	32.42	33.71	35.06
MAINTENANCE WORKER I	Operations	5	27.71	28.82	29.97	31.17	32.42	33.71	35.06
ACCOUNTING CLERK	Administration	4	26.39	27.45	28.54	29.69	30.87	32.11	33.39
		3	25.13	26.14	27.18	28.27	29.40	30.58	31.80
		2	23.94	24.89	25.89	26.93	28.00	29.12	30.29
		1	22.80	23.71	24.66	25.64	26.67	27.74	28.85


### NOTES:

1) Squared pay schedule results in 4% between pay steps and 5% between pay grades.



**AGENDA  
BILL  
Item 9.A**

**General Manager's  
Report**

DATE SUBMITTED:	February 18, 2022	MEETING DATE:	February 23, 2022
TO: BOARD OF COMMISSIONERS	FROM: Justin Clary, General Manager		
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, February 23, 2022 – 8:00 a.m.

#### Important Upcoming Dates

Lake Whatcom Water & Sewer District			
Regular Board Meeting	Wed Mar 9, 2022	6:30 p.m.	Remote Attendance
Employee Staff Meeting	Thu Mar 10, 2022	8:00 a.m.	Remote Attendance Commissioner Ford to attend
Investment Comm. Meeting	Wed Apr 27, 2022	10:00 a.m.	Remote Attendance
Safety Committee Meeting	Thu Feb 24, 2022	8:00 a.m.	Remote Attendance
Lake Whatcom Management Program			
Policy Group Meeting	Wed Jun 1, 2022	3:00 p.m.	Remote Attendance
Joint Councils Meeting	Wed Mar 23, 2022	6:30 p.m.	Remote Attendance
Other Meetings			
WASWD Section III Meeting	Tue Mar 8, 2022	6:00 p.m.	Remote Attendance
Whatcom Water Districts Caucus Meeting	Wed Mar 16, 2022	2:00 p.m.	Remote Attendance
Whatcom County Council of Governments Board Meeting	Wed May 11, 2022	3:00 p.m.	Remote Attendance

#### Committee Meeting Reports

Safety Committee:

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

Investment Committee:

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

#### Upcoming Board Meeting Topics

- 2020 Census commissioner redistricting public hearing and adoption
- Lake Whatcom Boulevard Sewer Interceptor Improvement Project construction contract award
- General facilities charges (GFC) analysis contract award

#### 2022 Initiatives Status

##### Administration and Operations

###### Capital Improvement Project Financing Plan

- Develop a financial plan that proactively prepares the District for significant capital projects on the near-term horizon while maintain Board-defined operational levels-of-service.  
*The financial plan development has yet to be initiated; related efforts include meeting with Cathi Read of the state Department of Commerce's Small Communities Initiative to discuss funding strategies, application for a FEMA Hazard Mitigation Grant for the Sudden Valley WTP chlorine*

*contact basin replacement; and ongoing dialogue with city of Bellingham staff regarding financing the Post Point WWTP resource recovery project.*

#### General Facilities Charges Review

- Conduct a review of District water and sewer general facilities (connection) charges (GFCs) to ensure appropriate fees are being assessed to new development.  
*A request for proposals for consultant services was issued on January 20; proposals are due March 1; contract award is tentatively scheduled for April 27.*

#### Records Management System Overhaul

- Complete transition of the District's current records management system to a more robust system that ensures compliance with statutory requirements and gains efficiencies in document management.  
*A District-consultant meeting was conducted on January 27; next steps are for management to review the draft document inventory list and analyze integration of records protection/recovery into applicable District emergency response documents.*

#### Safety Program Update

- Continue systematic review and revision of District's safety programs by updating nine programs in 2022.  
*The safety committee is finalizing an update to the personal protection equipment (PPE) program and has initiated review of the safety responsibilities program.*

#### Capital Improvement Program Support

- Support the Engineering Department through management of specific capital improvement project(s).  
*The general manager is managing the Eagleridge Water Booster-Metering Station Conversion project (District Project No. C2011), and the Commissioner Boundary update (District Project No. A2116).*

### **Emergency Response/System Security**

#### Emergency Readiness

- Re-engage with Whatcom County Department of Emergency Management to hold tabletop emergency response exercises, as well as a field exercise (pandemic-dependent).  
*District tabletop exercise is scheduled for May 19 at the Whatcom County Division of Emergency Management facility.*

#### Cybersecurity Assessment

- Hire an IT-service provider to perform a third-party assessment of the District's vulnerability to cybercriminal attack.  
*To be initiated.*

### **Community/Public Relations**

#### General

- Website  
*The District's web content is reviewed and updated on a regular basis.*
- Social Media  
*Posts are made to District Facebook and LinkedIn pages regularly; Nextdoor is regularly monitored for District-related posts.*
- Press Releases  
*No press releases have been issued year-to-date.*

#### Intergovernmental Relations

- *J Clary met with Senator Sefzik on February 9.*

#### **Lake Whatcom Water Quality**

##### Lake Whatcom Management Program

- Participate in meetings of Lake Whatcom Management Program partners.  
*J Clary attended the Data Group meeting on February 10, the Policy Group meeting on February 16, and the Interjurisdictional Coordinating Team meeting on February 17.*

##### Onsite Septic System Conversion Program

- Pursue connection of the one remaining septic-served parcel located within 200 feet of District sewer system identified in the memorandum to the Board dated April 9, 2020.  
*To be initiated.*



**AGENDA  
BILL  
Item 9.B**

**Engineering Department  
Report**

DATE SUBMITTED:	February 18, 2022	MEETING DATE:	February 23, 2022
TO: BOARD OF COMMISSIONERS	FROM: Bill Hunter, District Engineer		
GENERAL MANAGER APPROVAL			
ATTACHED DOCUMENTS	1. Engineering Department Report		
	2. Summary of District Projects		
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 regarding District projects and current priorities in advance of the Board meeting.

**FISCAL IMPACT**

None.

**RECOMMENDED BOARD ACTION**

None required.

**PROPOSED MOTION**

None.





# Lake Whatcom Water & Sewer District Engineering Department Report

Prepared for the February 23, 2022 Board Meeting  
Data Compiled 02/18/22 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	**	85	81	2
Connected ERUs	3919	70	44	2
Remaining Capacity (ERUs)	**	15	37	0
Permitted ERUs Under Construction	29	0	0	0
Pre-paid Connection Certificates & Expired Permit	13	0	5	0
Water Availabilities (trailing 12 months)	52	0	0	0
Subtotal - Commitments not yet connected	94	0	5	0
<b>Available ERUs</b>	<b>**</b>	<b>15</b>	<b>32</b>	<b>0</b>

\*\* Per DOH, water system capacity is sufficient for buildout. Oct 2018

Agate Heights approved ERUs increased from 57 to 81 with DOH Approval August 10, 2021

Annual Reports		
Name Of Report	Deadline	Completed
Report Number of Sewer ERUs to City of Bellingham Prepared by: Bill Hunter	January 15	February 16, 2022
Other Reports		
Name Of Report	Deadline	Last Completed
Water Right Permit No. G1-22681 Development Extension	Due Every 5 Years Next Due Feb 15, 2023	2018
Water Right Permit No. S1-25121 Development Extension	Due Every 5 Years Next Due March 30, 2023	2018

# Summary of District Projects

Report Prepared 2/15/2022

Project Number	Project Title / Tasks	Authorized Budget	Spent to Date	Amount Remaining	2022 Schedule											
					J	F	M	A	M	J	J	A	S	O	N	D
C 1802	Dellesta, Edgewater & Euclid Sewer Pump Stations	\$1,816,583	\$1,095,681	\$720,902												
C 1802.1	Euclid	\$834,379	\$113,477	\$720,902												
C 1802.2	Dellesta & Edgewater	\$982,204	\$982,204	\$0												
C 1909	Little Strawberry Bridge Water Main Predesign & Estimate	\$20,000	\$0	\$20,000												
C 1913	SVWTP 20-Year Facility Plan	\$159,710	\$112,238	\$47,472												
C 2006	SCADA Telemetry - Managed Ethernet Switches	\$20,000	\$15,045	\$4,955												
C 2007	Administrative Server Hardware	\$25,000	\$24,478	\$522												
C 2011	Convert Eagleridge Booster to Metering Station	\$30,000	\$28,118	\$1,882												
C 2012	Austin-Fremont PRV Rebuild	\$10,000	\$0	\$10,000												
C 2016	SVWTP Misc Component Replacement (CCB Fiberglass Ladder, Spare 300 Amp Breakers, Div 22 Finish Meter, Raw Meter, CCB Pressure Transmitter, Intake Anchorage Warning Signs)	\$40,000	\$14,559	\$25,441												
C 2104	Exterior Receptacles for Block Heaters and Battery Chargers	\$16,290		\$16,290												
C 2106	SVWTP to SVPS Telemetry Comm Study, Testing	\$10,000	\$1,882	\$8,118												
C 2107	Camp Firwood Dead End Water Main Auto Flusher	\$5,000		\$5,000												
C 2109	Geneva Res Insertavalve for Emergency Isolation	\$10,000		\$10,000												
C 2110	Division 30 Booster PLC and UPS Improvements	\$60,000		\$60,000												
C 2111	Div 7 Reservoir Predesign, Esmts & Permitting	\$63,000	\$17,863	\$45,137												
C 2112	Rocky Ridge & Lakewood Predesign and Shoreline Permitting	\$272,700	\$221	\$272,479												
C 2113	Flat Car Reverse Flow to SVPS - Design & Permitting	\$153,000		\$153,000												
C 2114	LWBI CIPP, and I&I	\$180,000	\$149,923	\$30,077												
A 2116	Commissioner District Boundary Census Update	\$10,000														
A 2119	Sewer Capacity Analysis	\$10,000	\$2,344													
M 2120	Nov 2021 Flood Event - Emergency Response		\$136,271													
C 2201	LWBI CIPP Renewal Project - 2022 Phase	\$123,600	\$375													
C 2202	Replace Sewer Camera Equipment	\$150,000														
C 2203	Sudden Valley Sewer Pump Station PLC and UPS Impr	\$77,250														
C 2204	Sewer System Rehab and Replacement Projects	\$113,000														
M 2205	Afternoon Beach SPS Pump 1 Replace Electrical Lead	\$3,000														
M 2206	Mitigation Area Landscape Maint (Country Club & Geneva)	\$5,000														
M 2207	UPS and Battery Backup Mods (Various stations)	\$15,000														
M 2208	Tomb SPS Control Panel Mods	\$8,000														
M 2209	Ranch House Berm Replace Aquadam	\$3,500														
A 2210	Reservoir and WTP Site Security Assessment and Plan	\$50,000														
C 2211	South Geneva Booster Standby Generator and ATS	\$60,000														
C 2212	Fire Hydrant Replacements	\$20,000														
C 2213	Pinto Creek PRV Replacement (labor by District crew)	\$14,000														
A 2214	Lead Service Line Inventory Planning	\$15,000														
A 2215	Exterior Coating Assessment/Estimates for D22 roof and D30	\$25,000														
C 2216	Replace Tool Truck	\$85,000														
C 2217	Stand-alone Temporary Control Panel	\$14,000														
M 2218	Spare PLC Components	\$20,000														
C 2219	1000 Gal Diesel Fuel Tank at Shop	\$20,000														
M 2220	3-Phase Electrical Data Logger	\$3,500														
M 2221	Shop Perimeter Fence and Elarge Rear Gate Opening	\$10,000														
M 2222	Increase Repair Parts Inventory	\$50,000														
C 2223	VHF Radios at Beaver and Flat Car	\$8,000														

## NOTATION LEGEND

A \_\_\_\_\_ Administrative Project  
C \_\_\_\_\_ Capital Project  
M \_\_\_\_\_ Maintenance Project

Sewer Project (Green Font)

Water Project (Blue Font)

Sewer and Water Project (Black Font)

p \_\_\_\_\_ Planned (labor not started)  
a \_\_\_\_\_ Active (labor underway)  
c \_\_\_\_\_ Completed (no further labor needed)  
t \_\_\_\_\_ Target Completion



**AGENDA  
BILL  
Item 9.C**

**Finance Department  
Report**

DATE SUBMITTED:	February 16, 2022	MEETING DATE:	February 23, 2022
TO: BOARD OF COMMISSIONERS	FROM: Jennifer Signs, Finance Manager		
GENERAL MANAGER APPROVAL			
ATTACHED DOCUMENTS	1. January 2022 Cash Summary		
	2. January 2022 Financial Report		
	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 regarding District finances in advance of the Board meeting.

**FISCAL IMPACT**

None

**APPLICABLE EFFECTIVE UTILITY MANAGEMENT ATTRIBUTE(S)**

Financial Viability

**RECOMMENDED BOARD ACTION**

None required.

**PROPOSED MOTION**

None



## LAKE WHATCOM WATER AND SEWER

### INVESTMENTS/CASH AS OF 1/31/2022

Petty Cash	\$ 1,600	
Cash	\$ 624,480	0.00%
Public Funds Account	<u>\$ 503,232</u>	0.10%
 WA Federal	 \$ 1,129,312	
 Local Gov't Investment Pool	 \$ 236,544	 0.09%

		PAR VALUE		YIELD
FNMA-Pro Equity	Non-callable	\$ 1,039,976	Jan-23	0.130%
US Treasury Note	Non-callable	\$ 498,242	Jun-23	0.250%
FFCB - Pro Equity	Callable	\$ 799,999	Jan-24	0.190%
FANNIE MAE - Pro Equity	Callable	\$ 500,823	Jun-24	0.210%
US Treasury Note	Non-callable	\$ 491,836	Sep-24	0.375%
US Treasury Note	Non-callable	\$ 500,664	Jan-25	1.125%
Discounts, Accrued Interest		(\$4,438)		
US Bank Safekeeping		<u>\$ 3,827,102</u>		
 TOTAL		 <u><u>\$ 5,192,958</u></u>		

#### USE OF FUNDS:

Bond Reserve - Restricted	\$ 772,334
Contingency - Assigned	\$ 1,275,000
Operating - Unassigned	\$ 970,000
Unassigned	\$ 2,175,624
	<u><u>\$ 5,192,958</u></u>

Fund Balance	
Water Fund	\$ 1,069,339
Sewer Fund	\$ 2,076,285
Sewer Contingency	\$ 815,000
Water Contingency	\$ 460,000
Bond Reserve	\$ 772,334
	<u><u>\$ 5,192,958</u></u>

# Monthly Trial Balance

Lake Whatcom W-S District

Time: 15:37:32 Date: 02/16/2022

Page: 1

## 401 Water Fund

Revenues	Amt Budgeted	January	YTD	Remaining	
330 State Generated Revenues					
331 40 10 00 Federal Grants	239,000.00	0.00	0.00	239,000.00	100.0%
330 State Generated Revenues	239,000.00	0.00	0.00	239,000.00	100.0%
340 Charges For Services					
343 40 10 00 Water Sales Metered	2,894,977.00	232,362.73	232,362.73	2,662,614.27	92.0%
343 41 10 01 Building Permits - Water	84,030.00	2,941.58	2,941.58	81,088.42	96.5%
340 Charges For Services	2,979,007.00	235,304.31	235,304.31	2,743,702.69	92.1%
350 Fines & Forfeitures					
359 81 10 00 Combined Fees	28,000.00	1,397.13	1,397.13	26,602.87	95.0%
359 90 00 00 Late Fees	58,000.00	4,546.42	4,546.42	53,453.58	92.2%
350 Fines & Forfeitures	86,000.00	5,943.55	5,943.55	80,056.45	93.1%
360 Misc Revenues					
361 11 00 00 Investment Interest	20,000.00	12,114.56	12,114.56	7,885.44	39.4%
369 10 00 00 Sale Of Surplus	1,000.00	0.00	0.00	1,000.00	100.0%
369 10 01 00 Miscellaneous	1,000.00	0.00	0.00	1,000.00	100.0%
360 Misc Revenues	22,000.00	12,114.56	12,114.56	9,885.44	44.9%
390 Other Revenues					
398 20 00 01 Insurance Recoveries	0.00	26,259.25	26,259.25	(26,259.25)	0.0%
390 Other Revenues	0.00	26,259.25	26,259.25	(26,259.25)	0.0%
<b>Fund Revenues:</b>	<b>3,326,007.00</b>	<b>279,621.67</b>	<b>279,621.67</b>	<b>3,046,385.33</b>	<b>91.6%</b>
Expenditures	Amt Budgeted	January	YTD	Remaining	
534 Water Utilities					
534 10 10 00 Water - Gen Admin Payroll	371,770.00	33,066.45	33,066.45	338,703.55	91.1%
534 10 20 00 Water - Gen Admin Personnel Benefits	161,024.00	15,082.64	15,082.64	145,941.36	90.6%
534 10 31 00 Water - Gen Admin Supplies	25,000.00	4,946.81	4,946.81	20,053.19	80.2%
534 10 31 01 Water - Meetings/Team building	2,000.00	87.47	87.47	1,912.53	95.6%
534 10 40 00 Water - Merchant Serivces Fees	11,500.00	951.39	951.39	10,548.61	91.7%
534 10 40 01 Water - Bank Fees	800.00	87.07	87.07	712.93	89.1%
534 10 41 00 Water - Quality Assurance Programs	81,300.00	208.12	208.12	81,091.88	99.7%
534 10 41 01 Water - Gen Admin Prof Svc	167,000.00	22,918.07	22,918.07	144,081.93	86.3%
534 10 41 02 Water- Engineering Svc	20,000.00	2,648.50	2,648.50	17,351.50	86.8%
534 10 41 03 Water - Legal Svc	22,000.00	2,873.25	2,873.25	19,126.75	86.9%
534 10 42 00 Water - Admin Communication	31,000.00	2,396.66	2,396.66	28,603.34	92.3%
534 10 45 00 Water - Gen Admin Lease	5,500.00	50.05	50.05	5,449.95	99.1%
534 10 46 00 Water - Gen Admin Insurance	103,500.00	0.00	0.00	103,500.00	100.0%
534 10 49 00 Water - Gen Admin Misc	200.00	0.00	0.00	200.00	100.0%
534 10 49 01 Water- Memberships/Dues/Permits	17,250.00	2,447.32	2,447.32	14,802.68	85.8%

# Monthly Trial Balance

Lake Whatcom W-S District

Time: 15:37:32 Date: 02/16/2022

Page: 2

## 401 Water Fund

Expenditures		Amt Budgeted	January	YTD	Remaining	
<b>534 Water Utilities</b>						
534 10 49 02	Water - Taxes	147,500.00	12,353.69	12,353.69	135,146.31	91.6%
534 40 43 00	Water - Admin Training & Travel	10,000.00	341.50	341.50	9,658.50	96.6%
534 40 43 01	Water- Tuition Reimbursement	500.00	0.00	0.00	500.00	100.0%
534 50 31 00	Water - Maintenance Supplies	135,000.00	14,418.95	14,418.95	120,581.05	89.3%
534 50 31 01	Water- Small Assets	40,000.00	9,020.89	9,020.89	30,979.11	77.4%
534 50 48 00	Water - Repair & Maint	60,000.00	13,120.21	13,120.21	46,879.79	78.1%
534 50 49 00	Water - Insurance Claims	2,500.00	0.00	0.00	2,500.00	100.0%
534 60 41 00	Water - Operations Contracted (Edge Analytical)	15,500.00	283.00	283.00	15,217.00	98.2%
534 60 47 00	Water - City of Bellingham	52,000.00	6,429.98	6,429.98	45,570.02	87.6%
534 80 10 00	Water - Operations Payroll	629,236.00	55,162.58	55,162.58	574,073.42	91.2%
534 80 20 00	Water - Operations Personnel Benefits	288,653.00	21,775.67	21,775.67	266,877.33	92.5%
534 80 32 00	Water - Operations Fuel	12,500.00	3,306.90	3,306.90	9,193.10	73.5%
534 80 35 00	Water - Safety Supplies	10,000.00	403.84	403.84	9,596.16	96.0%
534 80 35 01	Water - Safety Boots	1,400.00	58.74	58.74	1,341.26	95.8%
534 80 35 02	Water - Emergency Preparedness	5,000.00	0.00	0.00	5,000.00	100.0%
534 80 43 00	Water - Operation Training/Travel/Certifications	10,000.00	294.37	294.37	9,705.63	97.1%
534 80 47 00	Water - Ops Utilities	121,200.00	10,169.00	10,169.00	111,031.00	91.6%
534 80 49 00	Water - Operations Laundry	2,000.00	113.77	113.77	1,886.23	94.3%
<b>534 Water Utilities</b>		<b>2,562,833.00</b>	<b>235,016.89</b>	<b>235,016.89</b>	<b>2,327,816.11</b>	<b>90.8%</b>
<b>580 Non Expenditures</b>						
589 99 99 99	Payroll Benefit Liabilities	0.00	755.26	755.26	(755.26)	0.0%
<b>580 Non Expenditures</b>		<b>0.00</b>	<b>755.26</b>	<b>755.26</b>	<b>(755.26)</b>	<b>0.0%</b>
<b>591 Debt Service</b>						
591 34 77 01	Geneva AC Mains Principal	119,938.00	0.00	0.00	119,938.00	100.0%
591 34 77 02	Div 22 Reservoir Principal	65,475.00	0.00	0.00	65,475.00	100.0%
592 34 83 01	Geneva AC Mains Interest	25,187.00	0.00	0.00	25,187.00	100.0%
592 34 83 02	Div 22 Reservoir Interest	15,714.00	0.00	0.00	15,714.00	100.0%
<b>591 Debt Service</b>		<b>226,314.00</b>	<b>0.00</b>	<b>0.00</b>	<b>226,314.00</b>	<b>100.0%</b>
<b>594 Capital Expenditures</b>						
594 34 60 01	Capital Outlay - Budget Only	528,250.00	0.00	0.00	528,250.00	100.0%
594 34 62 01	Capital Projects - Water Structures	0.00	192.50	192.50	(192.50)	0.0%
594 34 63 01	Capital Projects - Water System	0.00	9,089.86	9,089.86	(9,089.86)	0.0%
<b>594 Capital Expenditures</b>		<b>528,250.00</b>	<b>9,282.36</b>	<b>9,282.36</b>	<b>518,967.64</b>	<b>98.2%</b>
<b>Fund Expenditures:</b>		<b>3,317,397.00</b>	<b>245,054.51</b>	<b>245,054.51</b>	<b>3,072,342.49</b>	<b>92.6%</b>
<b>Fund Excess/(Deficit):</b>		<b>8,610.00</b>	<b>34,567.16</b>	<b>34,567.16</b>		

# Monthly Trial Balance

Lake Whatcom W-S District

Time: 15:37:32 Date: 02/16/2022

Page: 3

## 402 Sewer Fund

Revenues	Amt Budgeted	January	YTD	Remaining	
340 Charges For Services					
343 50 11 00 Sewer Service Residential	4,425,315.00	374,138.06	374,138.06	4,051,176.94	91.5%
343 50 19 00 Sewer Service Other	4,500.00	286.88	286.88	4,213.12	93.6%
343 51 10 02 Building Permits - Sewer	88,600.00	0.00	0.00	88,600.00	100.0%
340 Charges For Services	4,518,415.00	374,424.94	374,424.94	4,143,990.06	91.7%

## 360 Misc Revenues

361 11 00 02 Investment Interest	20,000.00	12,114.56	12,114.56	7,885.44	39.4%
361 40 00 02 ULID 18 Interest/Penalties	1,800.00	0.00	0.00	1,800.00	100.0%
368 10 00 02 ULID 18 Principal Payments	8,000.00	139.62	139.62	7,860.38	98.3%
369 10 00 02 Sale Of Surplus	1,000.00	0.00	0.00	1,000.00	100.0%
369 10 01 02 Miscellaneous	1,000.00	0.00	0.00	1,000.00	100.0%
369 40 00 02 Project Reimbursement	4,141.00	0.00	0.00	4,141.00	100.0%
360 Misc Revenues	35,941.00	12,254.18	12,254.18	23,686.82	65.9%

<b>Fund Revenues:</b>	<b>4,554,356.00</b>	<b>386,679.12</b>	<b>386,679.12</b>	<b>4,167,676.88</b>	<b>91.5%</b>
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Expenditures	Amt Budgeted	January	YTD	Remaining	
535 Sewer					
535 10 10 00 Sewer - Admin Payroll	371,770.00	28,998.20	28,998.20	342,771.80	92.2%
535 10 20 00 Sewer - Gen Admin Personnel Benefits	161,024.00	15,082.48	15,082.48	145,941.52	90.6%
535 10 31 00 Sewer - Gen Admin Supplies	16,800.00	4,932.67	4,932.67	11,867.33	70.6%
535 10 31 01 Sewer - Meetings/Team Building	2,000.00	44.42	44.42	1,955.58	97.8%
535 10 40 00 Sewer -Merchant Services Fees	11,500.00	951.38	951.38	10,548.62	91.7%
535 10 40 01 Sewer - Bank Fees	750.00	87.07	87.07	662.93	88.4%
535 10 41 01 Sewer - Gen Admin Prof Svc	187,500.00	22,961.15	22,961.15	164,538.85	87.8%
535 10 41 02 Sewer - Engineering Svc	20,000.00	536.50	536.50	19,463.50	97.3%
535 10 41 03 Sewer - Legal Svc	22,000.00	2,873.25	2,873.25	19,126.75	86.9%
535 10 42 00 Sewer - Admin Communication	31,000.00	2,396.61	2,396.61	28,603.39	92.3%
535 10 45 00 Sewer - Gen Admin Lease	5,500.00	50.05	50.05	5,449.95	99.1%
535 10 46 00 Sewer - Gen Admin Insurance	103,500.00	0.00	0.00	103,500.00	100.0%
535 10 49 00 Sewer - Gen Admin Misc	200.00	0.00	0.00	200.00	100.0%
535 10 49 01 Sewer - Memberships/Dues/Permits	10,000.00	2,405.31	2,405.31	7,594.69	75.9%
535 10 49 02 Sewer - Taxes	122,000.00	7,378.16	7,378.16	114,621.84	94.0%
535 40 43 00 Sewer - Gen Admin TrainIng &Travel	10,000.00	95.50	95.50	9,904.50	99.0%
535 40 43 01 Sewer - Tuition Reimbursement	500.00	0.00	0.00	500.00	100.0%
535 50 31 00 Sewer - Maintenance Supplies	45,000.00	1,385.91	1,385.91	43,614.09	96.9%
535 50 31 01 Sewer - Small Assets	30,000.00	11,411.13	11,411.13	18,588.87	62.0%
535 50 48 00 Sewer - Repair & Maint	125,000.00	34,593.03	34,593.03	90,406.97	72.3%
535 50 49 00 Sewer - Insurance Claims	2,500.00	5,000.00	5,000.00	(2,500.00)	0.0%
535 60 47 00 Sewer - City of Bellingham	816,000.00	189,319.19	189,319.19	626,680.81	76.8%
535 80 10 00 Sewer - Operations Payroll	530,481.00	43,734.56	43,734.56	486,746.44	91.8%
535 80 20 00 Sewer - Operations Personnel Benefits	237,606.00	17,137.81	17,137.81	220,468.19	92.8%
535 80 32 00 Sewer - Operations Fuel	14,200.00	7,240.23	7,240.23	6,959.77	49.0%
535 80 35 00 Sewer - Safety Supplies	10,000.00	779.15	779.15	9,220.85	92.2%
535 80 35 01 Sewer - Safety Boots	1,400.00	58.75	58.75	1,341.25	95.8%
535 80 35 02 Sewer - Emergency Preparedness	5,000.00	0.00	0.00	5,000.00	100.0%

## Monthly Trial Balance

Lake Whatcom W-S District

Time: 15:37:32 Date: 02/16/2022

Page: 4

### 402 Sewer Fund


Expenditures		Amt Budgeted	January	YTD	Remaining	
535 Sewer						
535 80 43 00	Sewer - Operations Training/Travel/Certification	10,000.00	182.90	182.90	9,817.10	98.2%
535 80 47 00	Sewer - Ops Utilities	110,000.00	16,281.80	16,281.80	93,718.20	85.2%
535 80 49 00	Sewer - Operations Laundry	2,500.00	170.70	170.70	2,329.30	93.2%
535 Sewer		3,015,731.00	416,087.91	416,087.91	2,599,643.09	86.2%
591 Debt Service						
591 35 77 02	Bond 2016 Principal	445,000.00	0.00	0.00	445,000.00	100.0%
591 35 83 02	Bond 2016 Interest	192,376.00	0.00	0.00	192,376.00	100.0%
591 Debt Service		637,376.00	0.00	0.00	637,376.00	100.0%
594 Capital Expenditures						
594 35 60 02	Capital Outlay - Budget Only	805,880.00	0.00	0.00	805,880.00	100.0%
594 35 62 02	Capital Projects - Sewer Structures	0.00	181.10	181.10	(181.10)	0.0%
594 Capital Expenditures		805,880.00	181.10	181.10	805,698.90	100.0%
Fund Expenditures:		4,458,987.00	416,269.01	416,269.01	4,042,717.99	90.7%
Fund Excess/(Deficit):		95,369.00	(29,589.89)	(29,589.89)		





**AGENDA  
BILL  
Item 9.D**

**Operations Department  
Report**

DATE SUBMITTED:	February 18, 2022	MEETING DATE:	February 23, 2022
TO: BOARD OF COMMISSIONERS	FROM: Brent Winters, Operations Manager		
GENERAL MANAGER APPROVAL			
ATTACHED DOCUMENTS	1. Operations Department Report		
	2. Status of District Water & Sewer Systems		
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 regarding District operations in advance of the Board meeting.

**FISCAL IMPACT**

None.

**RECOMMENDED BOARD ACTION**

None required.

**PROPOSED MOTION**

None.



# Lake Whatcom Water & Sewer District Operations & Maintenance Department Report

Prepared for the February 23 ,2022 Board Meeting  
Data Compiled 02/18/22 by RH, BW, RM

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											
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											
Annual Reports														
Name Of Report	Deadline	Completed												
WA State Cross Connection Report Prepared by: Rich	May													
OSHA 300 Log Prepared by: Rich	February 1													
Water Use Efficiency Performance Report Prepared by: Kevin	July 1													
Community Right to Know (Hazardous Materials) Prepared by: Rich & Brent	March 31													
Consumer Confidence Reports Prepared by: Kevin	June 30	Geneva		SV		EagleR		Agate Ht						
Other Reports														
Name Of Report	Deadline	Last Completed												
CPR/First Aid Training Coordinated by: Rich	Due Biennially Next Due 2023	March 23, 2021												
Flagging Card Training Coordinated by: Rich	Due Triennially Next Due 2022													

<b>Safety Program Summary</b>	
Completed by Rich Munson & Brent Winters	
<b>Summary of Annual Safety Training</b>	
<i>2022 Testing Period - Jan 1, 2021 to April 30, 2021</i>	
	% Complete
Engineering - Managers	100%
Engineering - Staff	100%
Field Crew - Managers	70%
Field Crew - Staff	52%
Office - Managers	100%
Office - Staff	93%
<b>Overall</b>	<b>86%</b>

Safety meetings for the field crew take place every Friday at 7 a.m.

<b>Dates of Completed Safety Committee Meetings</b>						
1/21/2022						
Scheduled for 2/24/2022						
<b>Summary of Work-Related Injuries &amp; Illnesses</b>						
	Current Month	2022	2021	2020	2019	2018
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	0	0	0	0	0	0
• 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	0	0	0	0	0
Total Number of Days Away from Work (at home, in hospital, not at work)	0	0	0	0	0	0
Near Misses	0	0	0	0	2	2
<b>Safety Coordinator Update</b>						

**Status of District Water and Sewer Systems**  
**Prepared by Brent Winters Operations and Maintenance Manager**  
**2/23/2022 Board Meeting**

<b>Safety Activities</b>	
<ol style="list-style-type: none"> <li>1. No time-loss injuries or near misses.</li> <li>2. Daily safety reminders directly relevant to the day's tasks.</li> <li>3. Jobsite tailgate meetings by project lead.</li> </ol>	
<b>Water Utility Activities</b>	
<i>Water Treatment Plants</i>	
<ol style="list-style-type: none"> <li>1. Sudden Valley               <ol style="list-style-type: none"> <li>a. Plant is operating well, averaging 6 million gallons per day (MGD).</li> <li>b. Performing annual pump maintenance, flash mixer and floc tank cleaning.</li> <li>c. Tim has completed 10 of 12 filter control valve rehabilitations.</li> </ol> </li> <li>2. Agate Heights               <ol style="list-style-type: none"> <li>a. Plant is operating well.</li> <li>b. Nothing new to report.</li> </ol> </li> </ol>	
<i>Distribution System</i>	
<ol style="list-style-type: none"> <li>1. Repaired water main leaks at 2 Clematis and 4 Safron. Found that ductile iron pipe had cracked due to improper bedding at the time of installation.</li> </ol>	
<b>Sewer Utility Activities</b>	
<i>Lift Stations</i>	
<ol style="list-style-type: none"> <li>1. North Point               <ol style="list-style-type: none"> <li>a. Pump 1 stator/rotor failure making the pump scrap.</li> <li>b. Pump 2 is assumed to be in the same condition but is being used as a backup to the engine driven pumps. It will run for about 1 hour before an over temp shuts it down.</li> <li>c. Godwin engine driven pump set up as the primary, Rain For Rent engine driven pump set up as backup. The Godwin pump is significantly quieter than the Rain For Rent pump.</li> <li>d. The first new Meyers pump is still anticipated to arrive March 15<sup>th</sup>. The second Meyers pump should arrive May 15th.</li> </ol> </li> <li>2. Flat Car pump 1 is at Mac &amp; Mac for repair. We have 2 of 3 pumps functioning at Flat Car.</li> <li>3. Beaver transfer switch has been repaired. Submitted expense to Rich for potential FEMA reimbursement.</li> </ol>	
<i>Collection System</i>	
<ol style="list-style-type: none"> <li>1. Assisted ProVac with Marina bypass to install sewer main liner.</li> <li>2. Continuing to televise looking for I&amp;I and maintenance issues that may have arose following the flood event.</li> </ol>	
<b>Fleet</b>	
<i>Vehicles</i>	
<ol style="list-style-type: none"> <li>1. Camera van tire replacement and steering linkage repair complete. 2005 Chevy front axles shafts have been replaced. Taking 1999 Ford and mini dump truck to shop for estimate to repair oil leaks.</li> </ol>	
<i>Equipment</i>	
<ol style="list-style-type: none"> <li>1. All equipment is ready to go to work.</li> </ol>	
<b>Facilities</b>	
<i>Shop Building</i>	
<ol style="list-style-type: none"> <li>1. Elite Electric has installed conduit and light stand bases for power and lighting project along the fence line.</li> </ol>	
<b>Training</b>	
<ol style="list-style-type: none"> <li>1. Working on annual safety training.</li> <li>2. Cyrus completed NAASCO pipe assessment certification. We now have three operators that are NAASCO certified.</li> </ol>	
<b>Development</b>	
<ol style="list-style-type: none"> <li>1. Inspector is actively working with thirteen (13) permit holders making connection to our system. Activity has picked up as I've had two (2) inspections last week.</li> </ol>	