



## LAKE WHATCOM WATER & SEWER DISTRICT

1220 Lakeway Drive  
Bellingham, WA, 98229

(360) 734-9224  
Fax 738-8250

# MEMORANDUM

Date: March 3, 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 March 9, 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.

#### March 9, 2022 Regular Board Meeting

Wed, March 9, 2022 6:30 PM – 8:30 PM (PST)

Join the meeting from your computer, tablet or smartphone.

<https://meet.goto.com/975361085>

You can also dial in using your phone.

United States: [+1 \(571\) 317-3122](tel:+15713173122)

**Access Code:** 975-361-085

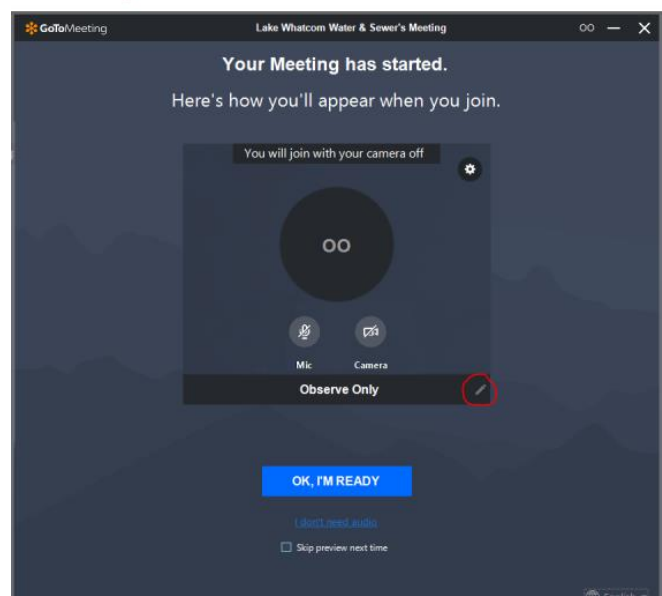
New to GoToMeeting? Get the app now and be ready when the meeting starts:

<https://meet.goto.com/install>

### 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.

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## LAKE WHATCOM WATER AND SEWER DISTRICT

1220 Lakeway Drive  
Bellingham, WA 98229

### REGULAR MEETING OF THE BOARD OF COMMISSIONERS

## AGENDA

*March 9, 2022*


6:30 p.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 Public Hearing
  - B. Euclid Sewer Lift Station Improvements Public Works Construction Contract Award
  - C. Customer Appeal—Water/Sewer Utility Bill
  - D. Site Lease Agreement with DISH Wireless LLC
  - E. COVID-19 Pandemic Response Discussion
8. OTHER BUSINESS
9. STAFF REPORTS
  - A. General Manager
10. PUBLIC COMMENT OPPORTUNITY
11. ADJOURNMENT



**AGENDA  
BILL  
Item 6**

**Consent Agenda**

DATE SUBMITTED:	March 4, 2022	MEETING DATE:	March 9, 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 03.09.2022\*\***

**BACKGROUND / EXPLANATION OF IMPACT**

- Meeting Minutes for the 02.23.22 Regular Board Meeting
- Payroll for Pay Period #05 (02/19/2022 through 03/04/2022) total to be added
- Payroll Benefits for Pay Period #05 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

### REGULAR SESSION OF THE BOARD OF COMMISSIONERS

## Minutes

*February 23, 2022*

Board President Laura Abele called the Regular Session to order at 8:00 a.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 John Carter	Operations Manager Brent Winters
Commissioner Leslie McRoberts	Recording Secretary Rachael Hope

Also in attendance were Elliot Frank and McKay Larrabee of FLO Analytics. 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.

#### **Changes to Agenda**

Staff requested Item 7.D, Euclid Sewer Lift Station Improvements Public Works Construction Contract Award, be postponed to the March 9 regular board meeting as supplemental materials are not yet finalized. The board agreed.

#### **Consent Agenda**

##### **Action Taken**

**Citron moved, Ford seconded, approval of:**

- **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) totaling \$44,995.60**
- **Payroll Benefits for Pay Period #04 totaling \$49,546.54**
- **Accounts Payable Vouchers totaling \$111,601.00**

**Motion passed.**

Item 7A: 2020 Census Commissioner Redistricting Alternatives Presentation was moved down the agenda due to technical issues.

### **Resolution No. 881: District Design and Construction Standards Update**

Hunter recalled that 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 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 presented the 2022 edition of the District's Design and Construction Standards for consideration of adoption by the Board of Commissioners.

#### **Action Taken**

**Carter moved, Citron seconded, to adopt Resolution No. 881 as presented. Motion passed.**

### **2020 Census Commissioner Redistricting Alternatives Presentation**

Clary explained that as a special purpose district authorized under Title 57 Revised Code of Washington (RCW), the District is governed by five commissioners who set its policies and rates. 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. Every 10 years following receipt of the federal decennial census data, the District goes through the process of redrawing district boundaries to adjust for population changes in order to maintain commissioner districts that are relatively equal in population. This ensures all residents of the District have access to fair representation.

FLO Analytics (FLO) was contracted in Fall 2021 to assist the District in completing the redistricting process. McKay Larrabee of FLO made a presentation to the Board with information about the redistricting process and requirements, as well as presenting two initial commissioner district boundary options for review by the District. Discussion followed.

### **Water Leak Adjustment Policy Discussion**

Signs recalled that during its February 9, 2022 regular board meeting, the Board indicated an interest in revisiting District policy as it pertains to bill adjustments for qualifying leaks. 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. Staff provided an overview of the policy as well as a summary of leak adjustment policies for neighboring public water utilities. Discussion followed. The Board ultimately decided to leave the current leak adjustment policy unchanged.

#### **Action Taken**

**McRoberts moved, Citron seconded, to move the customer appeal to the agenda for the March 9, 2022 regularly scheduled board meeting for a final decision. Motion passed.**

### **District Personnel Policies Manual Update**

Clary recounted that the District's personnel policies manual defines the District's philosophy, and employment practices, policies, and benefits provided to all District staff. The manual is maintained 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 as well as current best practices and state laws. The last revision to the manual was completed in February 2019.

**Action Taken**

**Citron moved, McRoberts seconded, to approve the revised personnel policies manual, as presented. Motion passed.**

**General Manager's Report**

Clary updated the board on several topics including the District's ongoing response to the Covid 19 pandemic, future agenda items regarding mask mandates, and the upcoming Lake Whatcom Management Program Joint Councils Meeting. Discussion followed.

**Engineering Department Report**

Clary highlighted several ongoing projects, including Gray & Osborne's work on the final alternatives report for the Sudden Valley Water Treatment Plant 20 Year Facility Plan, the new server installation at the admin building, and an in-process FEMA grant application for replacement of the chlorine contact basin.

**Finance Department Report**

Signs reported that both water and sewer funds are tracking on budget for revenue and expenditures, updated the Board on investment committee decisions around cash and investments, and highlighted that the total owed on past due accounts has decreased 52% since the end of December.

**Operations & Maintenance Department Report**

Winters gave a report on field crew operations, including ongoing compliance with safety training and mandates, operations at the water treatment plants, and a third crew employee receiving NASSCO certification for pipe inspection.

With no further business, Abele adjourned the Regular Session 9:59 a.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  
Public Hearing**

DATE SUBMITTED:	February 23, 2022	MEETING DATE:	March 9, 2022
TO: BOARD OF COMMISSIONERS	FROM: Justin Clary, General Manager		
GENERAL MANAGER APPROVAL			
ATTACHED DOCUMENTS	1. Commissioner Redistricting Existing Conditions and Draft Maps		
TYPE OF ACTION REQUESTED	RESOLUTION <input type="checkbox"/>	FORMAL ACTION/ MOTION <input checked="" type="checkbox"/>	INFORMATIONAL /OTHER <input type="checkbox"/>

**BACKGROUND / EXPLANATION OF IMPACT**

The District 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, which were presented to the Board during its regularly scheduled February 23, 2022, meeting, that comply with state, local, and federal legal requirements. Based upon Board discussion, both options have been advanced to receive public input during a public hearing scheduled for the March 9, 2022, meeting. Staff recommends that, following public input, the Board provide direction to staff and FLO regarding the preferred

map (or any revision thereof) that should be returned to the Board for formal consideration of adoption during its March 30, 2022, meeting.

**FISCAL IMPACT**

Project cost is \$5,000.

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

Stakeholder Understanding & Support

**RECOMMENDED BOARD ACTION**

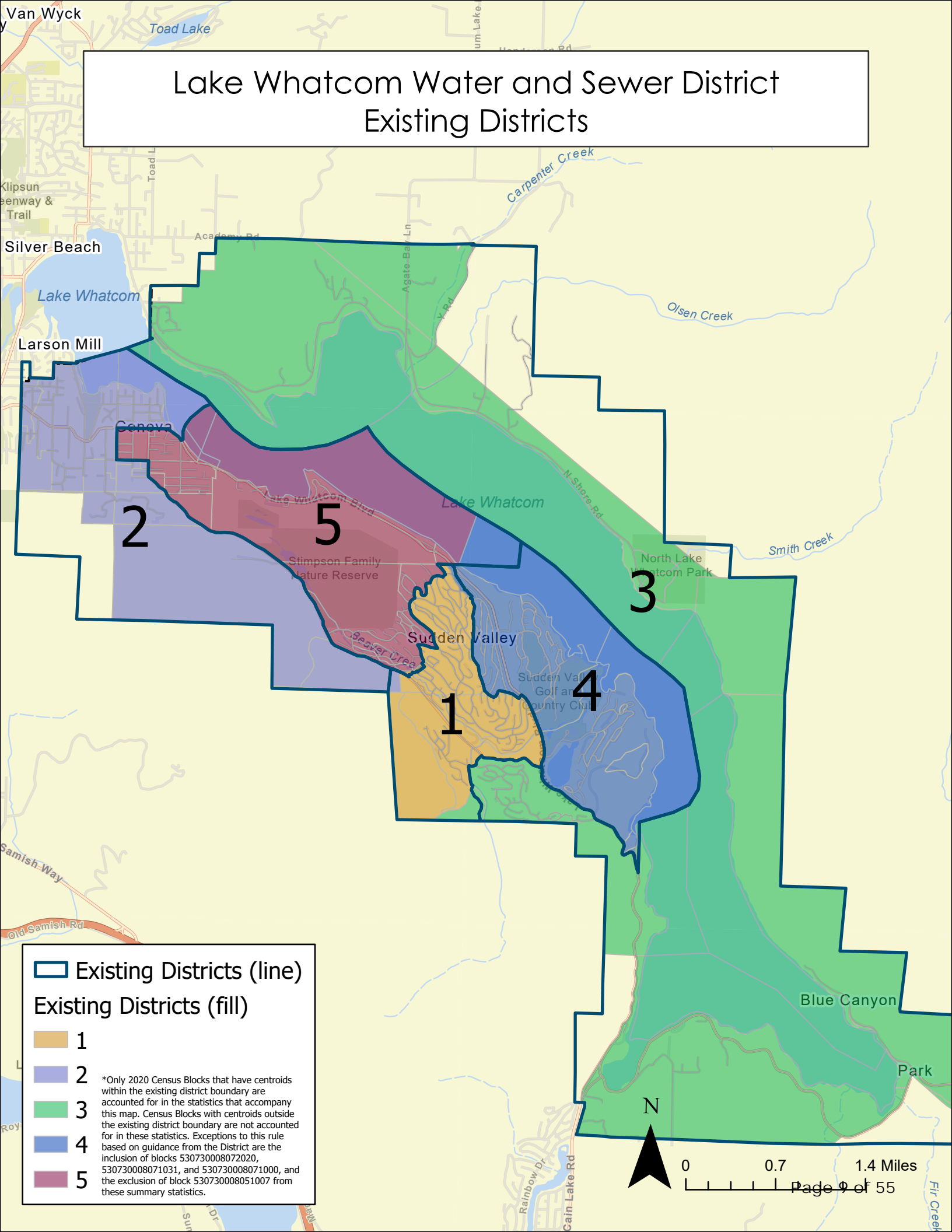
No formal action is recommended at this time.

**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.

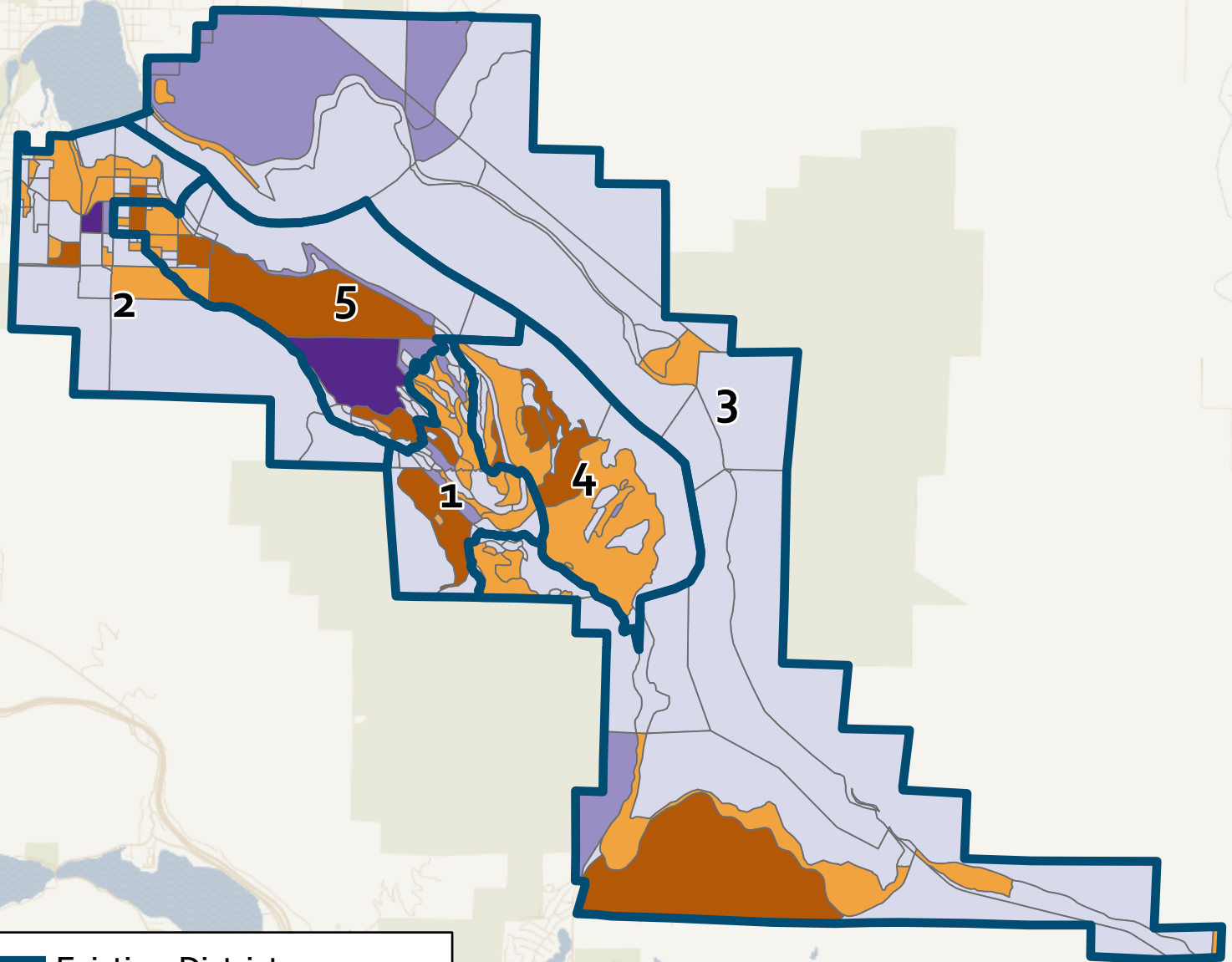
N

0

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%	
< 5.0%	5.0 - 10.0%	> 10.0%

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%).

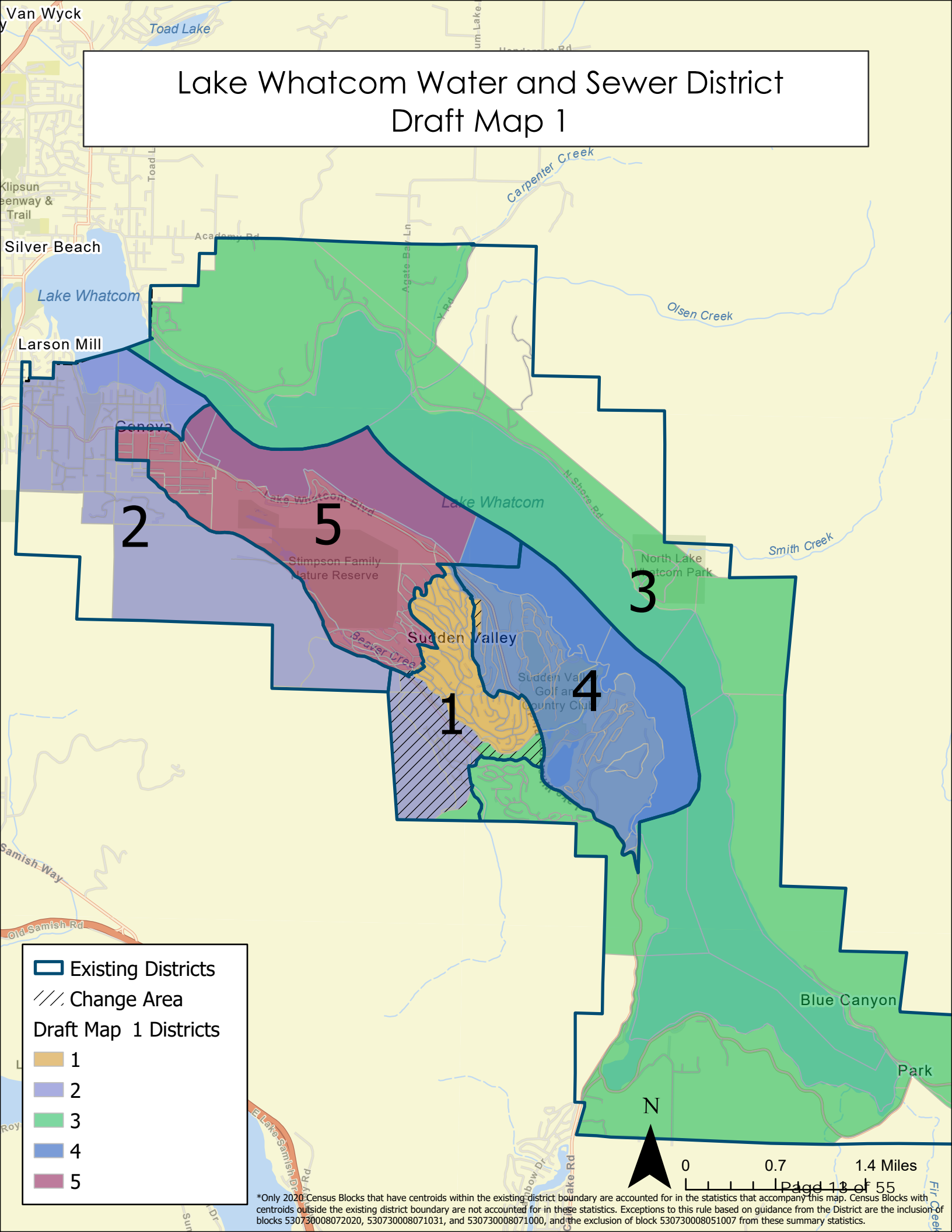
### Contiguity Criterion

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 Draft Map 1



\*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



## Draft Map 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

Draft Map 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

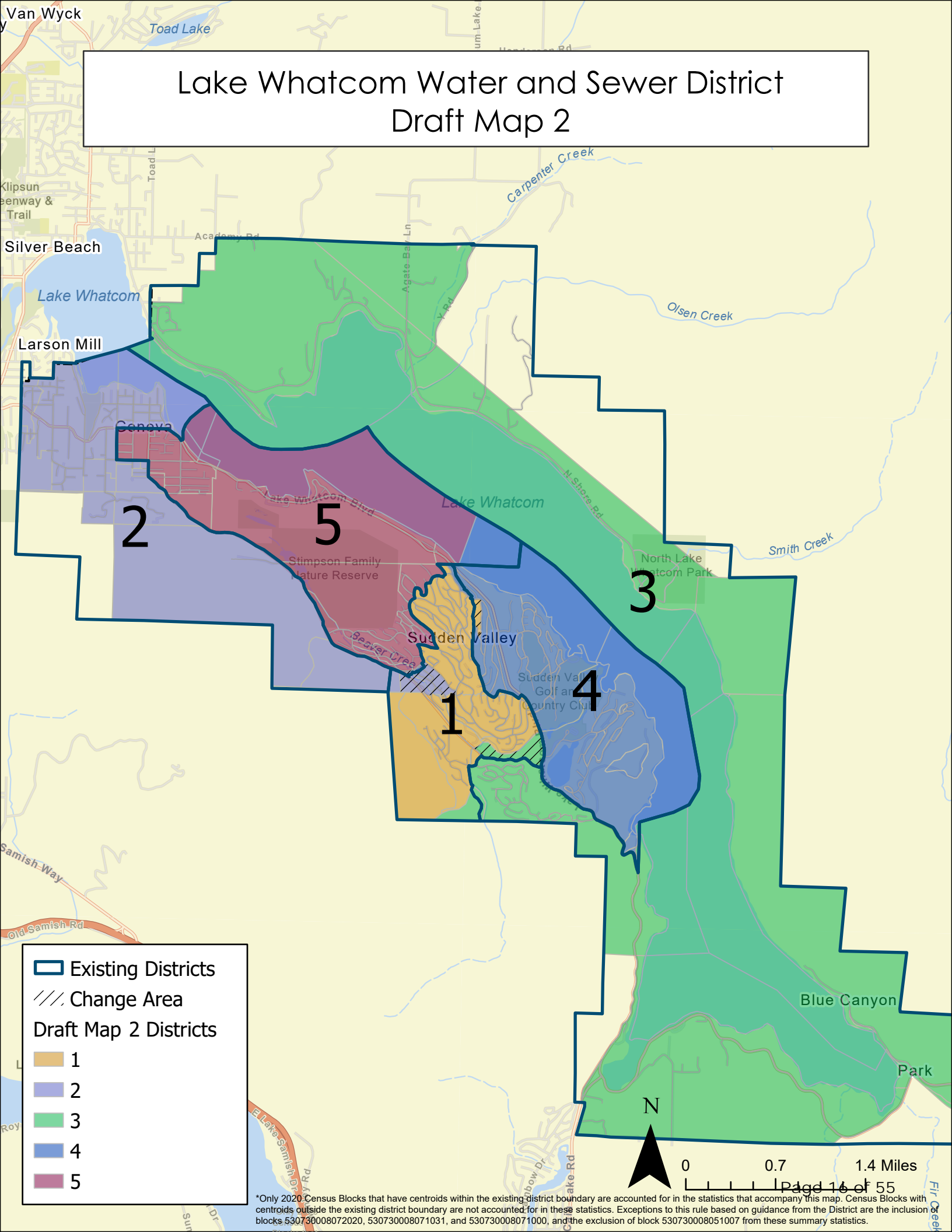
Are all districts contiguous at more than a point or by bridge or by regular ferry service? **Yes**

### 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 Draft Map 2



Existing Districts

Change Area

Draft Map 2 Districts

- 1
- 2
- 3
- 4
- 5



# Lake Whatcom Water and Sewer District Redistricting Summary Statistics



## Draft Map 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

Draft Map 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**



**AGENDA  
BILL  
Item 7.B**

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

DATE SUBMITTED:	March 3, 2022	MEETING DATE:	March 9, 2022
TO: BOARD OF COMMISSIONERS	FROM: Bill Hunter, District Engineer / Assistant General Manager		
GENERAL MANAGER APPROVAL			
ATTACHED DOCUMENTS	1. Bid Tabulation 2. RH2 Letter Regarding Colacurcio Bidder Responsibility Criteria		
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 has determined that Colacurcio Brothers, Inc. has met mandatory bidder responsibility criteria established by the state. RH2 has determined that Colacurcio Brothers, Inc. has met supplemental bidder responsibility criteria established by District bid documents. Both staff and RH2 recommend that the construction contract including the additive alternate be awarded to Colacurcio Brothers, Inc.

**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, including the additive alternate, to the lowest responsible bidder, Colacurcio Brothers, Inc.

**PROPOSED MOTION**

Recommended motions are:

“I move to award the Euclid Sewer Pump Station Improvements public works contract, including the additive alternate, to Colacurcio Brothers, Inc. for a total contract price of \$542,565.60, 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>



**RH2 ENGINEERING**  
**Bellingham**

4164 Meridian Street, Suite 302  
Bellingham, WA 98226  
1.800.720.8052 / rh2.com

**March 3, 2022**

Ms. Kristin Hemenway, PE  
Construction Engineer  
Mr. Bill Hunter, PE  
Assistant Manager  
Lake Whatcom Water and Sewer District  
1220 Lakeway Drive  
Bellingham, WA 98229

*Sent via: Email*

**Subject: Colacurcio Brothers Inc., Bidder Responsibility**

Dear Ms. Hemenway and Mr. Hunter:

This letter summarizes RH2 Engineering, Inc.'s (RH2) research regarding Colacurcio Brothers, Inc.'s (Colacurcio) ability to meet the Bidding Requirements for the Lake Whatcom Water and Sewer District's (District) Euclid Sewer Pump Station Improvements project.

I've worked with Colacurcio on a water main project for the Lief Ericksen Recreation Association in Skagit County in 2008. The site superintendent was Pete O'Hagan who the District worked with at Ram Construction for the Edgewater and Dellesta Sewer Pump Stations Improvements. Colacurcio were very good to work with and courteous to the private water association.

I contacted Christine Coray at San Juan County Public Works. She is the project manager for the San Juan Operations Center which will contain all the County's public works staff offices and shops. She confirmed Colacurcio is in progress with all the site civil work including fire main and a large metal building with shops and is in progress with finishing the building. She was impressed with their ability to procure materials and keep schedule. Change Orders have been driven by the County for the most part and Colacurcio has been fair with pricing. She would not hesitate to hire them again.

I contacted Courtney Ross who worked with Colacurcio on the Fisher Elementary School in Lynden. The project included a small sewer pump station with water and sewer utilities and significant electrical design including an emergency generator. The project was completed on schedule and in budget. She would not hesitate to work with Colacurcio again.

**WASHINGTON  
LOCATIONS**

Bellingham  
Bothell (Corporate)  
East Wenatchee  
Issaquah  
Richland  
Tacoma

**OREGON  
LOCATIONS**

Medford  
Portland



Based on the information I have heard from others at the time of this writing, Colacurcio is qualified to complete the construction for the Euclid Sewer Pump Station Improvements project, has experience with projects in the public realm and of similar complexity including experience of subcontractors performing electrical and control work and has the manpower available.

Based on the information above, the investigation completed by Kristin in research of the State of Washington Labor and Industries websites and the District's experience with the Country Club Sewer Main, Colacurcio meets the Bidder Qualifications Requirements and with approval by the Commissioners should be awarded the project.

Sincerely,

**RH2 ENGINEERING, INC.**

A handwritten signature in black ink, appearing to read "Dan Burwell", written in a cursive style.

Dan Burwell, PE

Project Manager

DB/jq

Enclosures: Colacurcio Submittal for Supplementary Bidder Responsibility



**AGENDA  
BILL  
Item 7.C**

**Customer Appeal—Water/Sewer  
Utility Bill**

DATE SUBMITTED:	March 2, 2022	MEETING DATE:	March 9, 2022
TO: BOARD OF COMMISSIONERS		FROM: Jennifer Signs, Finance Manager	
GENERAL MANAGER APPROVAL			
ATTACHED DOCUMENTS		1. Letter from Mr. & Mrs. Worline – 6 Doe Court with attached pictures	
		2. Administrative Code reference	
		3. Customer February 2022 bill & account history	
TYPE OF ACTION REQUESTED	RESOLUTION <input type="checkbox"/>	FORMAL ACTION/ MOTION <input checked="" type="checkbox"/>	INFORMATIONAL /OTHER <input type="checkbox"/>

**BACKGROUND / EXPLANATION OF IMPACT**

Through its Administrative Code, the District has set policy on how it administers its services, including water/sewer utility billing processes. To maintain consistency, District staff implements the Administrative Code as written. Per Section 2.1, “The General Manager shall be the administrator of the District. Appeals of the General Manager’s instructions, interpretation of District policy, or decisions may be made to the Board of Commissioners in writing for consideration before a regular or special meeting of the Board.” Section 3.7.1 provides additional direction regarding appeals of the General Manager’s decisions “Any Customer or other person who believes that he/she has been wrongfully treated by a decision of the District may have that decision reviewed by the District’s Board of Commissioners.”

The District received a letter on February 2, 2022, (attached) from Trang & Corby Worline requesting an appeal to the Board for relief from water consumption charges. Mr. & Mrs. Worline’s appeal is associated with water utility charges incurred as a result of a leak in a water line break located in a crawl space that occurred during the bi-monthly billing period of February 1, 2022, which included usage from December 2021 through 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 doesn’t qualify for an adjustment under Section 2.10.8 due to the location of the break.

Historically, staff has completed an administrative leak adjustment credit in instances where the excess consumption has been specifically attributed to a qualifying leak. District staff has informed Mr. and Mrs. Worline that under current District Code, their bill can’t be reduced due to this type of leak.



When staff explained this to Mrs. Worline, she stated that her family couldn't pay the bill in full and that the monthly payments of a bill this high would put a financial burden on their already stressed financial situation. Staff explained to her 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 outside of the leak adjustment policy defined in the Administrative Code. 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.

Following provides a summary of events relative to Mr. & Mrs. Worline's appeal:

- January 20, 2022: Meter was read; consumption of 50,233 cubic feet recorded.
- January 21, 2022: Staff went back to the property to perform a new read to verify consumption. Account noted of 24-hour leak; hose was connected, and pipe broke on inside wall; water was shut-off and renter was shown the issue.
- January 26, 2022: District criteria for notifying customer of high usage (2,500 cubic feet per Administrative Code Section 4.4.3(7)) prompted a letter being sent pointing out regarding the high usage.
- February 1, 2022: Utility bill was mailed to customer. Owner called regarding the high use letter was received. Water leak was "inside in crawl space of home leading to an outdoor faucet" and not the pipe between the house and the meter. District policy explained to customer as noted above. Staff also offered a 12-month payment plan at which the customer declined at this time stating the monthly payments would be too much of a burden as well.
- February 2, 2022: Mr. & Mrs. Worline submitted a letter to the District office stating circumstances around the usage and leak. They state in their letter that they are working with a plumber and will initiate repairs as soon as possible. They believe that for now the pipe is no longer leaking as there is no water supplied to it. Mr. & Mrs. Worline are requesting in their letter that the bill be reduced to the normal amount. Staff explained to them that under the Administrative Code the bill can't be reduced. Staff also explained that the code doesn't allow for an adjustment to completely reduce a bill regarding water usage leaked out of the system. The customer felt they shouldn't be responsible for the whole bill. As a result, the sole recourse is to appeal this bill to the Board of Commissioners.
- February 9, 2022: Mr. & Mrs. Worline's appeal went before the Board of Commissioners for consideration and the regularly scheduled Board Meeting. Due to the guidelines outlined in the Leak Adjustment Policy, the Board was unable to authorize the credit requested in the Worline's appeal as it was outside the scope of a qualifying leak. However, the Board made a motion to table this appeal until the next Board meeting on February 23, 2022, and instructed staff to review the current leak adjustment policy to present potential revisions at the next Board meeting on February 23, 2022, for consideration.
- February 23, 2022: During the regular scheduled Board meeting on February 23, staff presented for discussion, several areas in which the Board could consider revising the policy of Leak Adjustments. Discussion included what could qualify as a leak, what surrounding utility service providers allow for leaks, and how leak credits would be calculated. Ultimately, the Board decided that it would maintain the current language in the District Administrative Code as it pertains to the Leak Adjustment Policy and voted to table the final decision on the Worline's Appeal until the Board meeting scheduled for March 9, 2022.

**Enclosed Documents for Reference**

- Letter from customer stating concerns and their findings
- Customer's February 2022 billing
- Account history of water consumption and billing history of customer's account

**FISCAL IMPACT**

Customer request would reduce Mr. & Mrs. Worline's February 2022 billing by \$6,596.69 with amount owing of \$300.

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

Financial Viability

**RECOMMENDED BOARD ACTION**

The District must apply billing policies consistently to all customers. Staff recommends that the Board uphold its billing policies, as implemented.

**PROPOSED MOTION**

Should the Board wish to uphold current policy, as defined in the Administrative Code and implemented by staff, a recommended motion is:

"I move 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."

Should the Board wish to revise District policy regarding leak adjustments under this scenario, staff recommends the Board provide verbal direction to work with District legal counsel in drafting a resolution for Board consideration that amends the District Administrative Code to allow for leak adjustment credits beyond current policy, and under what scenario(s) said leaks should be allowed.

Trang and Corby Worline  
6 Doe Court, Bellingham WA 98229  
Phone: 925-457-4880

► Lake Whatcom Water & Sewer  
Board of Commissioners  
1220 Lakeway Drive  
Bellingham, WA 98229

'22FEB 2 2:17PM

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Subject: Request for Reduction of Water Bill at 6 Doe Court

Dear LWW&S Board of Commissioners,

I am writing this letter to request a water bill reduction for the property listed at 6 Doe Court, Bellingham WA. This is a rental property that my husband and I have own since December 2019 and our tenant have live there since March of 2020.

On January 21<sup>st</sup>, 2022, a water leak was discovered by one of your employee that was doing a meter check. My tenants were notified by that LWW&S employee and I received the call from them on the same day. The water was turn off immediately from the street by your employee. My husband and I came that same day to investigate the leak. We discover the cause of the leak was from a water line that was feeding into an outside faucet. The waterline was in a crawl space that was not visible from inside or outside the house. During this billing cycle, there was a deep freeze in Sudden Valley. We believe that the pipe burst under our crawl space when the weather got warmer and it thaw out the second week of January. Because the leak occurred within a hidden area of the property's crawl space and the water leak into the ground of the property, we were not aware of the leak nor how long water was leaking from that burst pipe. Once we were brought aware of the unusually water usage by your employee, we closed off the water valve that was the supply water to the exterior faucet. We verified using the water meter as a check point that the leak was stopped. To the best of our knowledge, the leak has been stopped. We have plan for a plumber to fix/replace the burst pipe and to make sure something like this won't happen again, but as you may be aware many homes had frozen pipes this past month and finding a plumber at this time is a waiting process.

Today, we received the courtesy water notification in regards to the November 18<sup>th</sup> to January 20<sup>th</sup> water bill. We are in the shock to see the amount of \$6725.02 and that the water usage according to the bill was 50233 cubic feet of water? The normal water usage for this property is about 800 to 1000 cubic feet and the water bill averages around \$275-\$290 every two months. You can see that in property's statements

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history. The amount of water that shows for this billing cycle is more than 4 years worth of water usage for this property. I am overwhelm at this water bill and am seeking assistant from you the Board to help us in any way you can.

This is a major expense my family and I cannot afford to take on. We cannot afford to pay this \$6725 water bill, which calculate to be over 4 years of water usage. My husband has been on reduced hours from his work since October of 2021 and I have taken an unpaid leave of absence from my part time work due to my health status and the rise of Covid cases at my work. Currently it is my husband's unemployment that is helping us subsidized our household income. We barely make enough to cover our own mortgage and house expenses. The rent we charge to our tenant covers just the mortgage for the rental property and HOA fee associated with the property. There is no extra income associated with the property to cover such a major water bill expense.

We understand we are responsible for part of the water bill usage, but we ask that the Board take into consider this past month's unusual weather situation, the location of the leak (see attach photos), the amount of unused water that was leaked into the ground, and our current financial situation within our household and grant us a reduction on the December/January water bill of \$6725. We ask that the bill be reduced to what is the normal usage for this property of \$270-\$300, or at least provide us a more feasible and reasonable charge. We know water leak are the responsibly of the homeowner and we are willing to pay a reasonable fee associated with this leak, but the amount ask of us for a leak that was not foreseen or discovered due its hidden location would cause a financial hardship and add another financial obligation onto our already limited income funds. Whatever help or reduction you could give us would help our family stay afloat financially and allow us to meet our debt obligations and expenses to our household would be greatly appreciate. Thank you for taking the time to read this request.

Sincerely,

 2-2-22

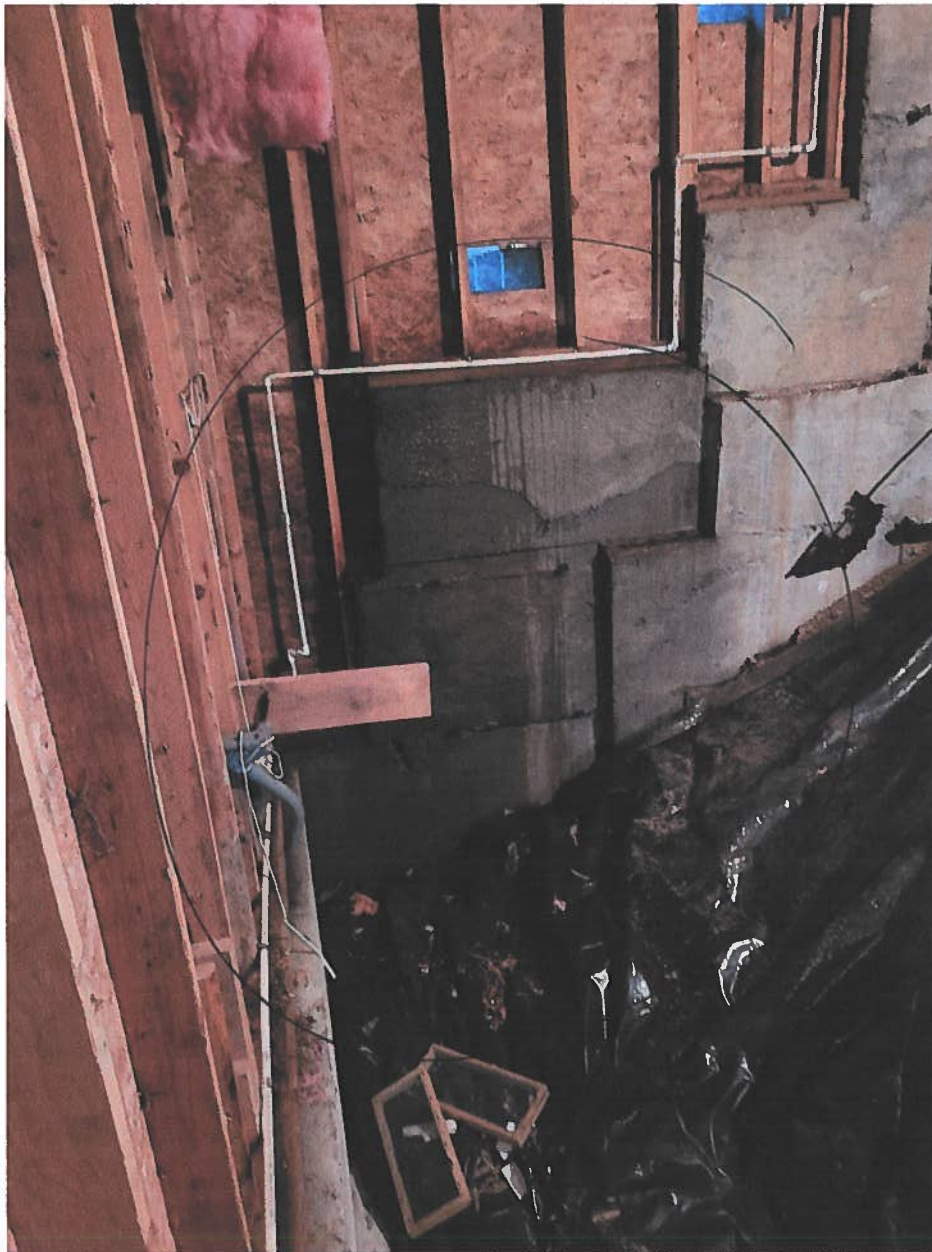
Trang N Worline  
Owner of 6 Doe Court

Sincerely,

 2-2-22

Corby B Worline  
Owner of 6 Doe Court

Attachment: Photo of the crawl space where the pipe burst



water  
leak location  
into ground

---

Attachment: Photo of the crawl space where the pipe burst



Attachment: Photo of burst pipe location





### **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]



### Account Information

Statement Date: 02/01/2022 Due: 03/20/2022  
Billing Period: Dec. & Jan.  
Account Number: 000001213  
Service Address: 6 DOE CT



Due Date: 03/20/2022  
Please Remit: 6,896.69  
Check #: \_\_\_\_\_  
Amount Paid: \_\_\_\_\_

CORBY & TRANG WORLINE  
18 DOE CT  
BELLINGHAM, WA 98229

Please remit payment to:

LWWSD  
1220 Lakeway Drive  
Bellingham, WA 98229

Please contact us if you have any  
questions at (360) 734-9224,  
Monday through Thursday, 8am  
to 5pm.

You may also email us 24 hours  
a day, 7 days a week at  
ar@lwwsd.org, or visit our  
website at www.lwwsd.org.

### Account Information

Statement Date: 02/01/2022 Due: 03/20/2022  
Account Number: 000001213  
Service Address: 6 DOE CT  
Service Number: 220022332  
Billing Period: Dec. & Jan.  
Water Units: 1.00 3/4" Meter  
Sewer Units: 1.00 Sewer Base Charge  
Misc Units:  
Water 2 Units: 1.00 Written From Filter Search

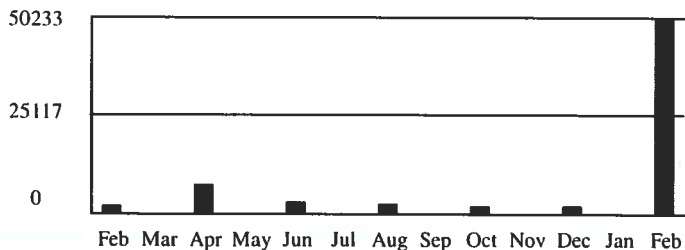
### Meter Information

Previous	Current	Factor	Date	Consumption
36697	86930	1.0000	01/20/2022	50233

### Account Name

CORBY & TRANG WORLINE  
18 DOE CT  
BELLINGHAM, WA 98229

### Your Monthly Consumption



### Message

### Account Activity

Water Base Charge	76.05
Water Consumption	6,648.97
Sewer Base Charge	171.67

### Account Balance

Previous Balance:	259.05
Adjustments:	0.00
Payments:	259.05
Current Charges:	6,896.69
Balance:	6,896.69

Account  
1213

30:	0.00	60:	0.00	90+:	0.00
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# UTILITY ACCOUNT HISTORY

Lake Whatcom W-S District

Time: 14:29:47 Date: 02/02/2022  
Page: 1

02/01/2021 To: 02/02/2022

WORLINE, CORBY & TRANG: 000001213; Service Location: 220022332


6 DOE CT

		Current	Previous	Water Usage	Sewer Usage	Current	Previous	Electric Usage	Demand	Chg/Pymt	Balance
02/01/2021	Bill										
02/12/2021	Payment	25748	24863	885					0	270.19	270.19
04/01/2021	Bill								0	-270.19	0.00
04/05/2021	Bill								0	973.56	973.56
04/12/2021	Payment	32106	25748	6358				*	0	-104.55	869.01
06/01/2021	Bill		32106						0	-869.01	0.00
06/12/2021	Payment	34139	32106	2033					0	402.34	402.34
08/01/2021	Bill								0	-402.34	0.00
08/12/2021	Payment	35222	34139	1083					0	299.84	299.84
10/01/2021	Bill								0	-299.84	0.00
10/12/2021	Payment	35992	35222	770					0	266.06	266.06
12/01/2021	Bill								0	-266.06	0.00
12/12/2021	Payment	36697	35992	705					0	259.05	259.05
02/01/2022	Bill								0	-259.05	0.00
		86930	36697	50233					0	6,896.69	6,896.69
Billing Periods 7		Billed Amt: 9,367.73		Avg 1,338.25							



**AGENDA  
BILL  
Item 7.D**

**DISH Wireless LLC  
Site Lease Agreement**

DATE SUBMITTED:	February 23, 2022	MEETING DATE:	March 9, 2022
TO: BOARD OF COMMISSIONERS	FROM: Justin Clary, General Manager		
GENERAL MANAGER APPROVAL			
ATTACHED DOCUMENTS	1. Draft Site Lease Agreement between the District and DISH Wireless LLC		
TYPE OF ACTION REQUESTED	RESOLUTION <input type="checkbox"/>	FORMAL ACTION/ MOTION <input checked="" type="checkbox"/>	INFORMATIONAL /OTHER <input type="checkbox"/>

**BACKGROUND / EXPLANATION OF IMPACT**

For over 40 years, the District has owned property located at 1010 Lakeview Street (Whatcom County Parcel No. 380334 411334 0000). The property is approximately 5-acres in size and is currently comprised of the District's maintenance facility (operations building and shop, equipment yard, and various storage buildings), the Geneva water reservoir, and forested hillside.

In late-2020, the District was contacted by representatives of DISH Wireless LLC (DISH) inquiring with regards to the District's willingness to enter a long-term lease for a portion of the maintenance facility property for the construction and operation of freestanding cellular tower. Recognizing a potential supplemental revenue source, the District engaged in discussions with DISH representatives. Crucial to the District was confirmation that any such facility not impact the District's ability to maintain and/or expand infrastructure on the property over the life of the agreement. To meet this District criterion, DISH representatives identified an approximately 500-square foot location (area necessary to accommodate the footprint of the cellular facility) on the edge of the existing excavation spoils storage yard. In consultation with staff of the Engineering and Operations departments, the proposed location would not impact current operations, nor any future infrastructure anticipated to be constructed on the property.

Attached for the Board's consideration is the subsequently negotiated agreement between DISH and the District. In summary, DISH will pay to the District a \$1,000 option, and then begin \$1,500 monthly payments following facility construction. The term of the agreement is sixty (60) months, with automatic renewals of up to four (4) additional 60-month terms (25 years in total). Monthly rental payments will escalate at two percent (2%) per year.

**FISCAL IMPACT**

The fiscal impact would be additional revenue beyond the 2022 Budget in the form of a \$1,000 option, and \$1,500 per month once the cell tower is constructed (with an annual escalation of 2%).

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

Financial Viability

**RECOMMENDED BOARD ACTION**

Staff recommends that the Board approve the proposed agreement.

**PROPOSED MOTION**

A recommended motion is:

“I move to authorize the general manager to execute the Site Lease Agreement with DISH Wireless LLC for construction and operation of a cellular tower on District property located at 1010 Lakeview Street as presented.”

## SITE LEASE AGREEMENT

This Site Lease Agreement (the “**Agreement**”) is made and effective as of the date the last Party executes this Agreement (the “**Effective Date**”), by and between Lake Whatcom Water & Sewer District, a special purpose district organized under the laws of the State of Washington having a place of business at 1220 Lakeway Drive, Bellingham, Washington (“**Landlord**”), and DISH Wireless L.L.C., a Colorado limited liability company having a place of business at 9601 S. Meridian Blvd., Englewood, Colorado 80112 (“**Tenant**,” and together with Landlord, the “**Parties**,” each a “**Party**”).

### WITNESSETH:

#### 1. Definitions.

“**Affiliate(s)**” means, with respect to a Party, any person or entity, directly or indirectly, controlling, controlled by, or under common control with such Party, in each case for so long as such control continues. For purposes of this definition, “control” shall mean (i) the ownership, directly or indirectly, or at least fifty percent (50%) of either: (a) the voting rights attached to issued voting shares; or (b) the power to elect fifty percent (50%) of the directors of such entity, or (ii) the ability to direct the actions of the entity. Notwithstanding the preceding, for purposes of this Agreement, EchoStar Corporation and its direct and indirect subsidiaries shall not be deemed to be “Affiliates” of Tenant unless after the Effective Date any such entity qualifies as a direct or indirect subsidiary of DISH Network Corporation.

“**Applicable Law**” means any applicable federal, state or local act, law, statute, ordinance, building code, rule, regulation or permit, or any order, judgment, consent or approval of any Governmental Authority having jurisdiction over the Parties or this Agreement.

“**Governmental Authority**” means any: (i) federal, state, county, municipal, tribal or other local government and any political subdivision thereof having jurisdiction over the Parties or this Agreement; (ii) any court or administrative tribunal exercising proper jurisdiction; or (iii) any other governmental, quasi-governmental, self-regulatory, judicial, public or statutory instrumentality, authority, body, agency, bureau or entity of competent jurisdiction.

“**Installation**” means the installation of Tenant’s Communications Facility at the Premises.

“**Property**” means that certain parcel of real property more particularly described in Exhibit A.

“**Tenant’s Communications Facility**” means Tenant’s communications fixtures and related equipment, cables, accessories and improvements, which may include a suitable support structure, associated antennas, equipment shelters or cabinets and fencing, as well as any lines, wires, cables, circuits, conduits, poles, and associated equipment, improvements, fixtures and appurtenances for any utility or similar services, together with any other items, fixtures, improvements, and equipment that Tenant, in its sole and absolute discretion, deems beneficial and/or necessary to Tenant’s Permitted Use of the Premises.

#### 2. Premises, Term, Rent and Contingencies.

2.1 Premises. Landlord is the owner of the Property located at 1010 Lakeview Street, Bellingham, Washington. Landlord leases to Tenant a portion of Landlord’s Property consisting of an approximately 495 square feet parcel (the “**Lease Area**”), together with a non-exclusive right of way and easement for ingress and egress and for the installation of lines, wires, cables, circuits, conduits, poles, and associated equipment, improvements,

fixtures and appurtenances for utility and similar services, extending from the nearest public right of way to the Lease Area (together with any additional easements or rights of way described herein below, the “**Easements**”). The Lease Area is initially described in Exhibit B and together with any Easement is referred to as the “**Premises**”. Landlord also grants to Tenant: (a) the right to use any available electrical systems and/or fiber installed at the Property to support Tenant’s Communications Facility, excluding permanent backup emergency power generation facilities; and (b) any easements on, over, under, and across the Property for utility, fiber, and/or similar services and access to the Premises. Landlord agrees that providers of utility, fiber, and/or similar services may use such Easements and/or available conduit(s) for the installation of any equipment necessary to provide utility, fiber, and/or similar services to the Premises. If the existing utility or fiber sources located within the Premises or on the Property are insufficient for Tenant’s Permitted Use or if Tenant or any utility company or third party provider of services is unable to use the Easements, then Landlord agrees to grant Tenant and/or the applicable utility company and/or third party service provider the right, at Tenant’s sole cost and expense, to install such utility, fiber, and/or similar services on, over and/or under the Property as is necessary for Tenant’s Permitted Use; provided that Landlord and Tenant shall mutually agree on the location of such installation(s); and provided further that Landlord shall be provided with not less than seven (7) days prior written notice of such installation(s).

2.2 Option. Landlord grants to Tenant an option to lease the Premises on the terms and conditions described in this Agreement (the “**Option**”). The Option shall commence on the Effective Date and shall continue to the earlier of (a) September 1, 2022 and (b) the first day of the month following the commencement of Tenant’s installation (the “**Initial Option Period**”). Tenant shall pay Landlord One Thousand and 00/100 Dollars (\$1,000.00) (“**Option Fee**”) for the Initial Option Period. The Initial Option Period may be extended for an additional year (the “**Option Extension Period**”) upon payment by Tenant to Landlord of an additional One Thousand and 00/100 Dollars (\$1,000.00). Such Option Fee shall be paid within sixty (60) days following the commencement of the applicable Initial Option Period or Option Extension Period. This Agreement will constitute a lease of the Premises upon Tenant’s exercise of the Option. If Tenant terminates the Option, or if the Initial Option Period or Option Extension Period expire prior to Tenant’s Installation, this Agreement shall be deemed terminated.

2.3 Term. This Agreement shall be effective as of the Effective Date. The initial term of this Agreement (the “**Initial Term**”) will commence on the first (1<sup>st</sup>) day of the month following the commencement of Tenant’s Installation (the “**Commencement Date**”), and will expire on the last day of the month that is sixty (60) months after the Commencement Date unless terminated sooner, renewed or extended in accordance with this Agreement. The Initial Term shall automatically renew for up to four (4) additional terms of sixty (60) months each (each, a “**Renewal Term**” and together with the Initial Term, the “**Term**”). However, Tenant may, in Tenant’s sole and absolute discretion, elect not to renew the lease at the end of the then-current Term by giving Landlord written Notice at least ninety (90) days prior to the end of the then-current Term. The Parties agree that, subject to the Contingencies, this Agreement constitutes a binding and valid obligation on each Party and that each Party has vested rights in this Agreement as of the Effective Date.

2.3 Rent. Beginning on the Commencement Date and continuing through the term of this Agreement, Tenant shall pay Landlord rent for the Premises (“**Rent**”) in the amount of One Thousand Five Hundred (\$1,500.00) and 00/100 Dollars (\$1500.00) per month. The first Rent payment shall be made within twenty (20) business days of the Commencement Date, with subsequent rent payable by the fifth day of each month. On each anniversary of the Commencement Date, the Rent shall be automatically increased by Two percent (2 %) of the then-current Rent. Payments shall be delivered to the address designated by Landlord in Section 12.11, or by electronic payment. All payments for any fractional month shall be prorated based upon the number of days during such month that the payment obligation was in force (“**Payment Terms**”). Tenant shall require receipt of a validly

completed IRS approved W-9 form (or its equivalent) prior to paying any Rent or any other amount(s) due under this Agreement.

2.4 Contingencies. The Parties acknowledge and agree that Tenant's ability to lawfully use the Premises is contingent upon Tenant obtaining all certificates, permits, approvals and other authorizations that may be required by any Governmental Authority in accordance with Applicable Law (collectively, the "**Governmental Approvals**"). Tenant will endeavor to obtain all such Governmental Approvals promptly. Landlord hereby authorizes Tenant, at Tenant's sole cost and expense, to file and submit for Governmental Approvals. Landlord shall: (a) cooperate with Tenant in Tenant's efforts to obtain such Governmental Approvals; (b) promptly execute and deliver all documents necessary to obtain and maintain the Government Approvals; and (c) not take any action that would adversely affect Tenant's ability to obtain and/or maintain the Governmental Approvals. If: (i) any application for Governmental Approvals is rejected, conditioned, materially delayed or otherwise not approved for any or no reason; or (ii) Tenant determines, in Tenant's sole and absolute discretion, that such Governmental Approvals cannot be obtained in a timely and commercially reasonable manner (clauses (i) and (ii) collectively, the "**Contingencies**"), then, Tenant shall have the right in its sole and absolute discretion to terminate this Agreement immediately upon Notice to Landlord, without penalty or further obligation to Landlord (or Landlord's affiliates, employees, officers, agents or lenders). If, following the Commencement Date, and through no fault of Tenant, any Governmental Approval issued to Tenant is canceled, expires, lapses or is otherwise withdrawn or terminated by the applicable Governmental Authority, then Tenant shall have the right in its sole and absolute discretion to terminate this Agreement upon ninety (90) days' Notice to Landlord without penalty or further obligation to Landlord (or Landlord's affiliates, employees, officers, agents or lenders). If this Agreement is terminated, this Agreement shall be of no further force or effect (except as set forth to the contrary herein).

### **3. Use, Access and Modifications to Tenant's Communications Facility.**

3.1 Tenant's Permitted Use. Landlord agrees that Tenant may use the Premises throughout the Term for the purpose of the installation, operation, maintenance and management of Tenant's Communications Facility (including, without limitation, the right to transmit and receive radio frequency and other communications signals), which shall include the right to replace, repair, add, or otherwise modify any or all of Tenant's Communications Facility and the frequencies over which Tenant's equipment operates ("**Tenant's Permitted Use**"). Landlord acknowledges and agrees that if radio frequency signage is required by Applicable Law, Tenant shall have the right to install the same on the Property. If required by Applicable Law, Tenant shall have the right to install barricades on or adjacent to the Lease Area so long as such barricades do not interfere with Landlord's access or use of its facilities on the Property.

3.2 Access. Commencing on the Effective Date and continuing throughout the Term, Tenant, its employees, agents and contractors shall have unrestricted access to the Premises 24 hours per day, 7 days per week and at no additional cost or expense to Tenant. Further, Landlord grants to Tenant the right of ingress and egress to the Premises. Such access right may be satisfied through provision of an access code or key to a locked gate to be provided to Tenant by Landlord within seven (7) days after the Effective Date.

3.3 Modifications to Tenant's Communications Facility. Tenant's initial Installation of Tenant's Communications Facility, as well as any subsequent additions, repairs, replacements, upgrades or other modifications to Tenant's Communications Facility and the frequencies and technologies utilized in connection therewith, shall be at the sole and absolute discretion and option of Tenant. If any addition, replacement, upgrade, or other modification to Tenant's Communications Facility necessitates long-term or permanent expansion of Tenant's exclusive Lease Area, then Tenant shall first obtain Landlord's approval to expand the Lease Area, subject to any additional negotiated terms. Such approval by Landlord shall not be unreasonably

conditioned or delayed. At Tenant's request, Landlord agrees to enter into an amendment to this Agreement documenting any approved expansion of Tenant's Lease Area, as well as a recordable memorandum.

#### **4. Utilities, Liens and Taxes.**

4.1 Utilities. If permitted by the local utility company servicing the Property, Tenant will install its own separate utility meter in a mutually agreed upon location and will pay for its own utilities used. If separate metering is not permitted by the utility, then Tenant shall furnish and install a utility sub meter on the Premises for the measurement of power used by Tenant's installation, which Landlord shall read and bill to Tenant on a monthly basis (without mark-up) for Tenant's utility consumption. Tenant shall be provided with documentation to substantiate invoiced amounts at its request. Tenant's actual utility usage charges shall be paid by Tenant to Landlord (each without mark-up) within thirty (30) days following Tenant's receipt of an undisputed invoice.

4.2 Liens. Tenant will use commercially reasonable efforts to prevent any lien from attaching to the Property or any part thereof. If any lien is filed purporting to be for labor or material furnished or to be furnished at the request of Tenant, then Tenant shall do all acts necessary to discharge such lien by payment, satisfaction or posting of bond within ninety (90) days of receipt of Notice of the same from Landlord; provided, that Tenant may contest any such lien if Tenant provides Landlord with cash or a letter of credit in the amount of said lien as security for its payment within such ninety (90) day period, and thereafter diligently contests such lien. In the event Tenant fails to deposit the aforementioned security with Landlord and fails to pay any lien claim after entry of final judgment in favor of the claimant, then Landlord shall have the right to expend all sums reasonably necessary to discharge the lien claim and recover same from Tenant.

4.3 Taxes. Landlord shall pay all taxes that accrue against the Property during the Term. If any such tax or excise is levied or assessed directly against Tenant, then Tenant shall be responsible for and shall pay the taxing authority. Tenant shall be liable for all taxes against Tenant's personal property or Tenant's fixtures placed in the Premises, whether levied or assessed against Landlord or Tenant. Landlord shall reasonably cooperate with Tenant, at Tenant's expense, in any appeal or challenge to Taxes. If, as a result of any appeal or challenge by Tenant, there is a reduction, credit or repayment received by Landlord for any Taxes previously paid by Tenant, Landlord agrees to promptly reimburse to Tenant the amount of said reduction, credit or repayment. If Tenant does not have the standing rights to pursue a good faith and reasonable dispute of any Taxes under this section, Landlord will pursue such dispute at Tenant's sole cost and expense upon written request of Tenant, under terms reasonably acceptable to Landlord, which may include a required deposit.

#### **5. Interference.**

Tenant agrees to use commercially reasonable efforts to ensure that Tenant's Communications Facility does not cause measurable Interference (as defined below) with any equipment installed at the Property as of the Effective Date. Following the Effective Date, Landlord agrees not to permit others to install, and will make reasonable efforts consistent with its needs as a water utility not to itself install, any structure or equipment which blocks or otherwise interferes with any transmission or reception by Tenant's Communications Facility ("**Interference**"). If Interference continues for a period more than forty-eight (48) hours following a Party's receipt of notification thereof, Landlord shall cause any interfering third party to cease operating, and/or relocate, the source of Interference, or to reduce the power sufficiently to minimize the Interference until such Interference can be remedied.

#### **6. Maintenance and Repair Obligations.**



6.1 Landlord Maintenance of Property. Landlord represents and warrants that, as of the Effective Date, the Property is in compliance with Applicable Law. Throughout the term of this Agreement, Landlord shall maintain, at its sole cost and expense, the Property (excluding the Premises) in good operating condition and in compliance with all Applicable Laws. Landlord shall not have any obligation to maintain, repair or replace Tenant's Communications Facility except to the extent required due to the acts and/or omissions of Landlord, Landlord's agents, contractors or other tenants of the Property. Landlord agrees to safeguard Tenant's Communications Facility with the same standard of care it uses to protect its own property, but in no event less than reasonable care. In addition, Tenant may take all actions necessary, in Tenant's reasonable discretion, to secure and/or restrict access to Tenant's Communications Facility.

6.2 Tenant Maintenance of Tenant's Communications Facility. Tenant assumes sole responsibility for the maintenance, repair and/or replacement of Tenant's Communications Facility, except as set forth in Section 6.1. Tenant agrees to perform all maintenance, repair or replacement of Tenant's Communications Facility ("**Tenant Maintenance**") in accordance with Applicable Law, and in a good and workmanlike manner. Tenant shall not be permitted to conduct Tenant Maintenance in a manner that would materially increase the size of the Premises.

## **7. Surrender and Hold Over.**

7.1 Surrender. Except as set forth to the contrary herein, within ninety (90) days following the expiration or termination of this Agreement (the "**Removal Period**"), in accordance with the terms of this Agreement, Tenant will remove Tenant's Communications Facility (excluding footings, pads conduits, pipes, fixtures and improvements to the extent any of the foregoing are installed underground and/or below grade) and surrender the Premises to Landlord in a condition similar to that which existed immediately prior to Tenant's Installation together with any additions alteration and improvements to the Premises, in either case, normal wear and tear excepted. The Parties acknowledge and agree that Rent will not accrue during the Removal Period. However, if Tenant's Communications Facility is not removed during the Removal Period, Tenant will be deemed to be in Hold Over (as defined in Section 7.2 below) until Tenant's Communications Facility is removed from the Premises. Tenant shall have the right to access the Premises or remove any or all of Tenant's Communications Facility from the Premises at any time during the Term or the Removal Period.

7.2 Hold Over. If Tenant occupies the Premises beyond the Removal Period without Landlord's written consent ("**Hold Over**"), Tenant will be deemed to occupy the Premises on a month-to-month basis, terminable by either Party on thirty (30) days' written Notice to the other Party. All of the terms and provisions of this Agreement shall be applicable during that period, except that Tenant shall pay Landlord a rental fee equal to the then current monthly Rent applicable at the expiration or termination of the Agreement, prorated for the number of days of such hold over.

## **8. Default, Remedies and Termination.**

8.1 Default. If any of the following events occur during the Term (each a "Default"), then the non-Defaulting Party may elect one or more of the remedies set forth below in this Section 8 or seek any other remedy available: (a) Tenant's failure to make any payment required by this Agreement within twenty (20) days after receipt of written Notice from the Landlord of such failure to pay; (b) failure by either Party to observe or perform any other provision of this Agreement where such failure: (1) continues for a period of thirty (30) days after written Notice thereof from the non-Defaulting Party and the Defaulting Party has failed to cure or commenced the cure of such Default; and/or (2) materially affects Tenant's ability to transmit or receive wireless communications signals to or from the Premises; (c) either Party files a petition in bankruptcy or insolvency or for reorganization or arrangement under the bankruptcy laws or under any insolvency act of any state, or admits the material

allegations of any such petition by answer or otherwise, or is dissolved or makes an assignment for the benefit of creditors; and/or (d) involuntary proceedings under any such bankruptcy law or insolvency act or for the dissolution of either Party are instituted against either Party, or a receiver or trustee is appointed for all or substantially all of the property of either Party, and such proceeding is not dismissed, or such receivership or trusteeship vacated within sixty (60) days after such institution or appointment.

8.2 Remedies. Upon the occurrence of any uncured Default, the non-Defaulting Party may thereafter terminate this Agreement immediately upon written Notice to the other Party without prejudice to any other remedies the non-Defaulting Party may have at law or in equity.

8.3 Termination. Tenant shall have the right to terminate this Agreement without further liability upon ninety (90) days prior written Notice to Landlord due to any one or more of the following: (i) changes in Applicable Law which prohibit or adversely affect Tenant's ability to operate Tenant's Communications Facility at the Premises; (ii) Tenant, in its sole discretion, determines that Tenant's Permitted Use of the Premises is obsolete or unnecessary; (iii) Landlord or a third party installs any structure, equipment, or other item which blocks, hinders, limits, or prevents Tenant from being able to use the Tenant Communications Facility for Tenant's Permitted Use.

## 9. Limitation of Liability and Indemnification.

9.1 Limitation of Liability. EXCEPT FOR EACH PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH BELOW IN THIS SECTION 9, NEITHER PARTY NOR ANY OF ITS AGENTS, CONTRACTORS OR EMPLOYEES, SHALL BE LIABLE TO THE OTHER PARTY OR ANY PERSON CLAIMING THROUGH THAT PARTY FOR ANY EXEMPLARY, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR ANY CAUSE WHATSOEVER, INCLUDING, WITHOUT LIMITATION, CLAIMS CAUSED BY OR RESULTING FROM THE NEGLIGENCE, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THAT PARTY, ITS AGENTS, CONTRACTORS OR EMPLOYEES.

9.2 Tenant's Indemnity. Except to the extent caused by the breach of this Agreement by Landlord or the acts or omissions of Landlord, its officers, agents, employees, contractors, or any other person or entity for whom Landlord is legally responsible, Tenant shall defend, indemnify and hold Landlord and its officers, directors, shareholders, employees, agents and representatives ("**Landlord's Representatives**") harmless from and against any and all claims, demands, litigation, settlements, judgments, damages, liabilities, costs and expenses (including, without limitation, reasonable attorneys' fees) (individually or collectively, a "**Claim**") arising directly or indirectly out of: (i) any act or omission of Tenant, its officers, agents, employees, contractors, or any other person or entity for whom Tenant is legally responsible ("**Tenant's Representatives**"); (ii) a breach of any representation, warranty or covenant of Tenant contained or incorporated in this Agreement; and/or (iii) the generation, possession, use, storage, presence, release, spill, treatment, transportation, manufacture, refinement, handling, production and/or disposal of Hazardous Substances in, on, about, adjacent to, under or near the Premises and/or the Property, and/or any contamination of the Premises and/or the Property by any Hazardous Substance, but only to the extent not caused by Landlord or Landlord's Representatives. Tenant's obligations under this Section 9.2 shall survive the expiration or earlier termination of this Agreement for two (2) years.

9.3 Landlord's Indemnity. Except to the extent caused by the breach of this Agreement by Tenant or the acts or omissions of Tenant or Tenant's Representatives, Landlord shall defend, indemnify and hold Tenant, its officers, directors, shareholders, employees, agents and representatives harmless from and against any and all Claims arising directly or indirectly out of: (i) any act or omission of Landlord, its officers, agents, employees, contractors or any other person or entity for whom Landlord is legally responsible; (ii) a breach of any representation, warranty or covenant of Landlord contained or incorporated in this Agreement; and/or (iii) the

generation, possession, use, storage, presence, release, spill, treatment, transportation, manufacture, refinement, handling, production and/or disposal of Hazardous Substances in, on, about, adjacent to, under or near the Premises and/or the Property, and/or any contamination of the Premises and/or the Property by any Hazardous Substance, but only to the extent not caused by Tenant or Tenant's Representatives. Landlord's obligations under this Section 9.3 shall survive the expiration or earlier termination of this Agreement for two (2) years.

9.4 Indemnification Procedure. The Party seeking indemnification (the "**Indemnified Party**") shall promptly send Notice to the Party from whom indemnification is being sought (the "**Indemnifying Party**") of the claim or suit for which indemnification is sought. The Indemnified Party shall not make any admission as to liability or agree to any settlement of or compromise any claim without the prior written consent of the Indemnifying Party. The Indemnified Party shall, at the Indemnifying Party request and expense, give the Indemnifying Party all reasonable assistance in connection with those negotiations and litigation.

## **10. Insurance.**

10.1 Landlord Obligations. Throughout the Term, Landlord shall maintain, at Landlord's sole cost and expense, the following insurance coverage Commercial General Liability of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate. All such policies shall be endorsed to include Tenant as an additional insured. Subject to the policy minimums set forth above in this Section 10.1, the insurance required of Landlord hereunder may be maintained by a blanket or master policy that includes properties other than the Property.

10.2 Tenant Obligations. Throughout the Term, Tenant shall maintain, at Tenant's sole cost and expense, the following insurance coverage: (i) workers' compensation insurance with no less than the minimum limits required by Applicable Law; (ii) employer's liability insurance with such limits as required by Applicable Law; and (iii) Commercial General Liability with a minimum limit of \$1,000,000 per occurrence and \$2,000,000 aggregate. All such policies shall be endorsed to include Landlord as additional insured.

10.3 Insurance Requirements. All policies required by this Section 10 shall be issued by insurers that are (1) licensed to do business in the state in which the Property are located, and (2) rated A- or better by Best's Key Rating Guide. Tenant acknowledges that the Water & Sewer District Risk Management Pool shall be an acceptable insurer for the Landlord.

10.4 Waiver of Subrogation. To the fullest extent permitted by law, Landlord and Tenant for themselves and any and all parties claiming under or through them, including, without limitation, their respective insurers, hereby mutually release and discharge each other and the other's Affiliates, and their respective officers, directors, shareholders, agents, employees, contractors, and/or any other person or entity for whom a Party is legally responsible from any claims for damage to any person or to the Premises or any other real or personal property that are or are claimed to have been caused by or result from risks insured against under any insurance policies carried by the waiving party and in force at the time of such damage and hereby waive any right of subrogation that might otherwise exist in or accrue to any person on account thereof. All policies required to be carried by either Party herein shall contain an endorsement in favor of the other Party waiving the insurance company's right of subrogation against such other Party. THIS RELEASE SHALL APPLY EVEN IF THE LOSS OR DAMAGE IS CAUSED BY THE FAULT OR NEGLIGENCE OF A PARTY HERETO OR BY ANY PERSON FOR WHICH SUCH PARTY IS RESPONSIBLE. EACH PARTY AGREES TO NOTIFY ITS INSURANCE CARRIER(S) OF THIS PROVISION.

## 11. Representations and Warranties.

11.1 Representations and Warranties. Landlord represents, warrants and covenants that: (a) Landlord has the right and authority to execute and perform this Agreement; (b) there are no liens, judgments or other title matters materially and adversely affecting Landlord's title to the Property; (c) there are no covenants, easements or restrictions that prevent the use of the Premises for Tenant's Permitted Use; (d) the Premises are in good repair and suitable for Tenant's Permitted Use; (e) Landlord will comply with all federal, state, and local laws in connection with any substances brought on to the Property that are identified as toxic or hazardous by any Applicable Law, ordinance or regulation ("**Hazardous Substance**"); and (f) Tenant's use and quiet enjoyment of the Premises shall not be disturbed. Landlord is responsible for any loss or damage, including remediation, with respect to Hazardous Substances as per Applicable Law. Landlord understands and agrees that notwithstanding anything contained in this Agreement to the contrary, in no event shall Tenant have any liability whatsoever with respect to any Hazardous Substance that was on, about, adjacent to, under or near the Property prior to the Effective Date, or that was generated, possessed, used, stored, released, spilled, treated, transported, manufactured, refined, handled, produced or disposed of on, about, adjacent to, under or near the Property by: (1) Landlord, its agents, employees, contractors or invitees; or (2) any third party who is not an employee, agent, contractor or invitee of Tenant.

## 12. Miscellaneous.

12.1 Assignment and Subletting. Tenant shall not sublease the Premises or assign or otherwise transfer any of its rights or obligations under this Agreement, in whole or in part, without the written approval of Landlord, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Tenant may assign or transfer some or all of its rights and/or obligations under this Agreement to: (i) an Affiliate; (ii) a successor entity to its business, whether by merger, consolidation, reorganization, or by sale of all or substantially all of its assets or stock; (iii) any entity in which Tenant or an Affiliate has any direct or indirect equity investment; and/or (iv) any other entity directly or indirectly controlling, controlled by or under common control with any of the foregoing, and in each case, such assignment, transfer or other such transaction shall not be considered an assignment under this Section 12.1 requiring consent and the Landlord shall have no right to delay, alter or impede such assignment or transfer.

12.2 Rights Upon Sale of Property. Should Landlord, at any time during the Term, sell or transfer all or any part of the Property to a purchaser other than Tenant, such transfer shall be subject to this Agreement and Landlord shall require any such purchaser or transferee to recognize Tenant's rights under the terms of this Agreement in a written instrument signed by Landlord and the third party transferee. If Landlord completes any such transfer without executing such a written instrument, then Landlord shall not be released from its obligations to Tenant under this Agreement, and Tenant shall have the right to look to Landlord and the third party for the full performance of this Agreement. In addition to, and not in limitation of the preceding, in the event the Landlord sells or transfers either its rights in all or any portion of the Premises or Landlord's right to the receive the Rent (and other payments) derived from the Premises under this Agreement, in either case separate from the underlying Property, to any third party who is not an Affiliate of Landlord, then prior to any such sale or transfer Landlord shall first provide Tenant with a right of first refusal ("**ROFR**") to acquire such right(s). In order to evaluate the terms and conditions offered to Landlord by such third party Landlord shall provide Tenant with a full, complete and unredacted copy thereof and Tenant shall have thirty (30) days from receipt thereof to elect to exercise its ROFR; provided that Tenant's exercise of the ROFR shall be on the same terms and conditions as offered to Landlord by such third party (except as may be mutually agreed upon to the contrary).

12.3 Subordination and Non-Disturbance. This Agreement shall be subordinate to any mortgage, deed of trust, or other security agreement (each a "**Mortgage**") by Landlord which, from time to time, may encumber

all or part of the Property; provided, however, the lender under every such Mortgage shall, in the event of a foreclosure of Landlord's interest, recognize the validity of this Agreement and Tenant's right to remain in occupancy of and have access to the Premises, as long as no Default by Tenant exists under this Agreement. If the Property is encumbered by a Mortgage, then Landlord shall, promptly following Tenant's request, obtain and furnish to Tenant a non-disturbance agreement, in recordable form, for each such Mortgage.

12.4 Condemnation. If all or any portion of the Premises is condemned, taken by a Governmental Authority or otherwise appropriated by the exercise of the right of eminent domain or a deed or conveyance in lieu of eminent domain (each, a "**Taking**"), either Party hereto shall have the right to terminate this Agreement immediately upon Notice to the other Party. If either Party elects to terminate this Agreement, the Rent set forth herein shall be abated, and Tenant's liability therefor will cease as of the date of such Taking, this Agreement shall terminate as of such date, and any prepaid rent shall be returned to Tenant. If this Agreement is not terminated as herein provided, then it shall continue in full force and effect, and Landlord shall, within a reasonable time after possession is physically taken by the condemning authority restore the remaining portion of the Premises to render it reasonably suitable for the uses permitted by this Agreement and the Rent shall be proportionately and equitably reduced. Notwithstanding the foregoing, Landlord shall not be obligated to expend an amount greater than the proceeds received from the condemning authority less all expenses reasonably incurred in connection therewith (including attorneys' fees) for the restoration. All compensation awarded in connection with a Taking shall be the property of Landlord, provided that if allowed under Applicable Law, Tenant may apply for and keep as its property a separate award for (i) the value of Tenant's leasehold interest; (ii) the value of Tenant's Communications Facility or other personal property of Tenant; (iii) Tenant's relocation expenses; and (iv) damages to Tenant's business incurred as a result of such Taking.

12.5 Recording. If requested by Tenant, Landlord and Tenant agree to execute a Memorandum of Lease that Tenant may record at Tenant's sole cost and expense. The date set forth in the Memorandum of Lease is for recording purposes only, and bears no reference to commencement of the Term or rent payments of any kind.

12.6 Force Majeure. Notwithstanding anything to the contrary in this Agreement, neither Party shall be liable to the other Party for nonperformance or delay in performance of any of its obligations under this Agreement due to causes beyond its reasonable control, including, without limitation, strikes, lockouts, pandemics, labor troubles, acts of God, accidents, technical failure governmental restrictions, insurrections, riots, enemy act, war, civil commotion, fire, explosion, flood, windstorm, earthquake, natural disaster or other casualty ("**Force Majeure**"). Upon the occurrence of a Force Majeure condition, the affected Party shall immediately notify the other Party with as much detail as possible and shall promptly inform the other Party of any further developments. Immediately after the Force Majeure event is removed or abates, the affected Party shall perform such obligations with all due speed. Neither Party shall be deemed in default of this Agreement to the extent that a delay or other breach is due to or related to a Force Majeure event. A proportion of the Rent herein reserved, according to the extent that such Force Majeure event shall interfere with the full enjoyment and use of the Premises, shall be suspended and abated from the date of commencement of such Force Majeure event until the date that such Force Majeure event subsides. If such Force Majeure event prevents the affected Party from performing its obligations under this Agreement, in whole or in part, for a period of forty-five (45) or more days, then the other Party may terminate this Agreement immediately upon Notice to the affected Party.

12.7 Successors and Assigns. The respective rights and obligations provided in this Agreement shall bind and shall continue to apply for the benefit of the Parties hereto, their legal representative, heirs, successors and permitted assigns. The rights granted to Tenant herein shall extend to any subtenant's of Tenant without necessity in each instance of expressly stating so.

12.8 Governing Law, Venue, and Construction. This Agreement shall be construed, governed and enforced in accordance with the laws of the state of Washington. Venue for any dispute between Parties shall be in Whatcom County, WA. The section and paragraph headings contained in this Agreement are solely for reference purposes, and shall not affect in any way the meaning or interpretation of this Agreement. Notwithstanding the foregoing, Tenant must be properly served in connection with any litigation.

12.9 Severability. Each provision of this Agreement shall be construed as separable and divisible from every other provision and the enforceability of any one provision shall not limit the enforceability, in whole or in part, of any other provision. If a court or administrative body of competent jurisdiction holds any provision of this Agreement to be invalid, illegal, void or less than fully enforceable as to time, scope or otherwise, such provision shall be construed by limiting and reducing it so that such provision is valid, legal and fully enforceable while preserving to the greatest extent permissible the original intent of the parties; the remaining terms and conditions of this Agreement shall not be affected by such alteration, and shall remain in full force and effect.

12.10 Waiver; Remedies. It is agreed that, except as expressly set forth in this Agreement, the rights and remedies herein provided in case of Default or breach by either Landlord or Tenant are cumulative and shall not affect in any manner any other remedies that the non-breaching Party may have by reason of such default or breach. The exercise of any right or remedy herein provided shall be without prejudice to the right to exercise any other right or remedy provided herein, at law, in equity or otherwise. In addition to, and not in limitation of, the preceding, the Parties acknowledge and agree that there will not be an adequate remedy at law for noncompliance with the provisions of Section 5, and therefore either Party shall have the right to equitable remedies, including, without limitation, injunctive relief and specific performance.

12.11 Notice. All notices or requests that are required or permitted to be given pursuant to this Agreement must be given in writing by certified US mail (postage pre-paid) with return receipt requested or by courier service (charges prepaid), or solely in the case of notice to Landlord by email, to the party to be notified, addressed to such party at the address(es) or email address(es) set forth below, or such other address(es), email address(es) or fax number(s) as such Party may have substituted by written notice (given in accordance with this Section 12.11) to the other Party ("**Notice**"). The sending of such Notice to the proper email address (in the case of email transmission) or the receipt of such Notice (in the case of delivery by first-class certified mail or by courier service) will constitute the giving thereof.

**If to be given to Landlord:**

Lake Whatcom Water and Sewer District  
Attn: General Manager

*If by courier service:*

1220 Lakeway Drive  
Bellingham, WA 98229

*If by first-class certified mail:*

1220 Lakeway Drive  
Bellingham, WA 98229

*If by email:*

Email address: general.inbox@lwwsd.org

**If to be given to Tenant:**

DISH Wireless L.L.C.  
Attn: Lease Administration  
5701 South Santa Fe Blvd.  
Littleton, Colorado 80120

12.12 Entire Agreement. This Agreement sets forth the entire, final and complete understanding between the Parties hereto regarding the subject matter of this Agreement, and it supersedes and replaces all

previous understandings or agreements, written, oral, or implied, regarding the subject matter of this Agreement made or existing before the date of this Agreement. Except as expressly provided by this Agreement, no waiver or modification of any of the terms or conditions of this Agreement shall be effective unless in writing and signed by both Parties. Any provision of this Agreement that logically would be expected to survive termination or expiration, shall survive for a reasonable time period under the circumstances, whether or not specifically provided in this Agreement.

12.13 Compliance with Law. Each Party shall, with respect to its actions and/or inactions pursuant to and in connection with this Agreement, comply with all applicable statutes, laws, rules, ordinances, codes and governmental or quasi-governmental orders or regulations (in each case, whether federal, state, local or otherwise) and all amendments thereto, now enacted or hereafter promulgated and in force during the term of this Agreement, a Renewal Term or any extension of either of the foregoing.

12.14 Counterparts. This Agreement may be executed in any number of identical counterparts and, if so executed, shall constitute one agreement, binding on all the Parties hereto, notwithstanding that all the Parties are not signatories to the original or the same counterpart. Execution of this Agreement by facsimile or electronic signature shall be effective to create a binding agreement and, if requested, Landlord and Tenant agree to exchange original signed counterparts in their possession.

12.15 Attorneys' Fees. If an action is brought by either Party for breach of any covenant and/or to enforce or interpret any provision of this Agreement, the prevailing Party shall be entitled to recover its costs, expenses and reasonable attorneys' fees, both at trial and on appeal, in addition to all other sums allowed by law.

12.16 Incorporation of Exhibits. All exhibits referenced herein and attached hereto are hereby incorporated herein in their entirety by this reference.

*[Remainder of page intentionally left blank. Signature page follows.]*

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Agreement as of the Effective Date.

**LANDLORD:**

**LAKE WHATCOM WATER AND SEWER DISTRICT**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**TENANT:**

**DISH WIRELESS L.L.C.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_



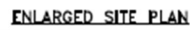
EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

LOTS 8 THROUGH 17, INCLUSIVE, CLARKE ACRE TRACTS TO BELLINGHAM, ACCORDING TO THE PLAT RECORDED IN VOLUME 6 OF PLATS, PAGE 7, RECORDS OF WHATCOM COUNTY, WASHINGTON.

SITUATE IN WHATCOM COUNTY, WASHINGTON.


SURVEY AND/OR SITE PLAN





**AGENDA  
BILL  
Item 7.E**

**COVID-19 Pandemic  
Response Discussion**

DATE SUBMITTED:	March 2, 2022	MEETING DATE:	March 9, 2022
TO: BOARD OF COMMISSIONERS	FROM: Justin Clary, General Manager		
GENERAL MANAGER APPROVAL			
ATTACHED DOCUMENTS	1. none		
TYPE OF ACTION REQUESTED	RESOLUTION <input type="checkbox"/>	FORMAL ACTION/ MOTION <input type="checkbox"/>	INFORMATIONAL /OTHER <input checked="" type="checkbox"/>

**BACKGROUND / EXPLANATION OF IMPACT**

With the onset of the COVID-19 pandemic in early 2020, the District revised its operations to protect its employees and commissioners as a means of mitigating potential impacts to continuity of services. Since that time, the District has continued to shift its operations in response to current pandemic conditions, and federal, state and local guidance. This topic has been placed on the Board's meeting agenda to provide the opportunity for Board discussion on the District's current response, especially in light of pending shifts in regulations (e.g., cessation of the mask mandate and neighboring local governments returning to in-person meetings).

**FISCAL IMPACT**

None anticipated.

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

Customer Satisfaction

**RECOMMENDED BOARD ACTION**

No formal action is recommended at this time.


**PROPOSED MOTION**

Not applicable.



**AGENDA  
BILL  
Item 9.A**

**General Manager's  
Report**

DATE SUBMITTED:	March 3, 2022	MEETING DATE:	March 9, 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, March 9, 2022 – 6:30 p.m.

#### Important Upcoming Dates

Lake Whatcom Water & Sewer District			
Regular Board Meeting	Wed Mar 30, 2022	8:00 a.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 Mar 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 Apr 7, 2022	7:00 a.m.	At WASWD Spring Conference
WASWD Spring Conference	Apr 6-8, 2022	all day	Skamania Lodge, Stevenson, WA Early Bird Registration ends Mar 11
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:

- The committee met on February 28, discussion included: status of testing fall restraint anchors at the Geneva sewer lift station, findings of spot safety inspections conducted over the past month, and review of staff safety training status and committee revisions to specific safety programs.

##### Investment Committee:

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

#### Upcoming Board Meeting Topics

- 2020 Census commissioner redistricting plan adoption
- Lake Whatcom Boulevard Sewer Interceptor Improvement Project construction 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; one proposal (FCS Group) was received by the March 1 due date. Staff is proceeding with contract development.*

#### 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 and management has reviewed the draft document inventory list. Next step is to analyze the 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 has finalized an update to the personal protection equipment program, is reviewing revisions to the safety responsibilities program, and has initiated review of the slip, trips and falls safety program.*

#### Capital Improvement Program Support

- Support the Engineering Department through management of specific capital improvement project(s).  
*The general manger 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  
*A press release was issued on March 2 associated with the commissioner redistricting public hearing scheduled for March 9.*

#### Intergovernmental Relations

- *J Clary conducted several phone conversations/email interactions with 40<sup>th</sup> and 42<sup>nd</sup> District legislators on March 1 regarding to opposition to the proposed diversion of Public Works Assistance Account revenues to fund the State transportation package.*
- *J Clary presented on March 2 the District's response to the November flood and December winter storm events to the Lake Stevens Sewer District staff (requested by the Lake Stevens SD general manager).*
- *J Clary scheduled to attend the WASWD Section III meeting on March 8.*
- *J Clary scheduled to attend the WASWD 101 virtual presentation on March 9.*
- *J Clary scheduled to meet with John Williams, Lynden city administrator, on March 10 regarding the WRIA 1 adjudication.*

### **Lake Whatcom Water Quality**

#### Lake Whatcom Management Program

- Participate in meetings of Lake Whatcom Management Program partners.  
*J Clary scheduled to attend the Data Group meeting on March 10.*

#### 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.*