



# Lake Whatcom Water & Sewer District Board Meeting Access Information

Next Meeting:

Wed May 31, 2023  
8:00 am to 10:00 am

Join the meeting from your computer, tablet smartphone: <https://meet.goto.com/lwwsd/boardmeeting>  
You can also dial in using your phone.

Call: [+1 \(224\) 501-3412](tel:+12245013412) Access Code: 596-307-141 Press \*6 to mute/unmute your microphone

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

## ATTENDING A MEETING

*How to Participate*

### MEETINGS ARE HYBRID

Our meetings are held in a hybrid format. You may attend in person at our administrative office or virtually through the GoTo platform.



### COMMUNICATING WITH US



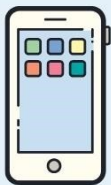
If you wish to make a public comment, you may submit it in written form via email or the contact form on our website, or utilize the public comment periods during the District's regular meetings.

### ATTENDING ANONYMOUSLY

If you wish to observe a meeting, but do not plan to actively participate, you may attend anonymously. Turn off your mic & camera, and change display name to "Observation Only."



### ACCESS INFORMATION



We use GoTo for virtual access to our meetings. Download the app, sign in through your browser, or use a phone to call in for audio-only participation. Access information for specific meetings is in the meeting packet.

### QUESTIONS?

If you have questions about attending an upcoming meeting, please contact Administrative Assistant Rachael Hope at [rachael.hope@lwwsd.org](mailto:rachael.hope@lwwsd.org) or 360-734-9224.



## Public Comment Periods

Lake Whatcom Water & Sewer District's Board of Commissioners values feedback, questions, and concerns from our constituents. The public comment period is....



### Questions?

Contact us at [general.inbox@lwwsd.org](mailto:general.inbox@lwwsd.org) or 360-734-9224

### Our Meetings

Regular Meetings of the Board of Commissioners are held on the second Wednesday of each month at 6:30 pm and the last Wednesday of each month at 8:00 am.





## LAKE WHATCOM WATER AND SEWER DISTRICT

1220 Lakeway Drive  
Bellingham, WA 98229

### REGULAR MEETING OF THE BOARD OF COMMISSIONERS

## AGENDA

*May 31, 2023*


8:00 a.m. – Regular Session

1. CALL TO ORDER
2. ROLL CALL
3. PUBLIC COMMENT OPPORTUNITY  
*At this time, members of the public may address the Board of Commissioners. Please state your name and address prior to making comments, and limit your comments to three minutes. For the sake of time, each public comment period will be limited to 45 minutes.*
4. ADDITIONS, DELETIONS, OR CHANGES TO THE AGENDA
5. CONSENT AGENDA
6. SPECIFIC ITEMS OF BUSINESS
  - A. Resolution No. 891—Leak Adjustment Policy Revision
  - B. Retrospective Rating Plan Agreement Approval
  - C. District Engineer Recruitment Personal Services Agreement Approval
  - D. COVID-19 Vaccination Policy Discussion
  - E. Sewer Lift Station Renovation Program Presentation
7. OTHER BUSINESS
8. STAFF REPORTS
  - A. General Manager
  - B. Engineering Department
  - C. Finance Department
  - D. Operations Department
9. PUBLIC COMMENT OPPORTUNITY
10. ADJOURNMENT



**AGENDA  
BILL  
Item 5**

**Consent Agenda**

|                            |  |   |   |
|----------------------------|--|---|---|
| DATE SUBMITTED:            | May 25, 2023   | MEETING DATE:   | May 31, 2023  |
| TO: BOARD OF COMMISSIONERS | FROM: Rachael Hope   |   |   |
| GENERAL MANAGER APPROVAL   |  |   |   |
| ATTACHED DOCUMENTS         | 1. See below   |   |   |
| TYPE OF ACTION REQUESTED   | RESOLUTION<br><input type="checkbox"/>   | FORMAL ACTION/<br>MOTION<br><input checked="" type="checkbox"/> | INFORMATIONAL<br>/OTHER<br><input type="checkbox"/> |

**\*\*TO BE UPDATED 5.30.2023\*\***

**BACKGROUND / EXPLANATION OF IMPACT**

- Minutes for the 5.10.23 Regular Board Meeting
- Payroll for Pay Period #10 (04.29.2023 through 05.12.23) totaling \$48,644.93
- Payroll Benefits for Pay Period #10 totaling \$53,488.96
- 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 2023 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

*May 10, 2023*

Board President Todd Citron called the Regular Session to order at 6:30 p.m.

**Attendees:** Commissioner Todd Citron  
Commissioner Bruce Ford  
Commissioner John Carter  
Commissioner Jeff Knakal (v)  
Commissioner David Holland  
General Manager Justin Clary  
District Engineer/Assistant GM Bill Hunter  
Operations & Maintenance Manager Jason Dahlstrom

Also in attendance were:

- Kevin Cook, District Water Treatment Plant Operator, and family
- Laura McLaughlin & Derek Pell of the Washington State Department of Health
- Luke Phifer of Carmichael Clark
- Gerry Roloson, District customer

Attendees noted with (v) attended the meeting virtually.

#### Consent Agenda

##### **Action Taken**

**Holland moved, Carter seconded, approval of:**

- **Minutes for the 4.26.23 Regular Board Meeting**
- **Payroll Taxes for 2023 Q1 totaling \$10,046.61**
- **Payroll for Pay Period #09 (04.15.2023 through 04.28.23) totaling \$46,906.87**
- **Payroll Benefits for Pay Period #09 totaling \$52,833.48**
- **Accounts Payable Vouchers totaling \$199,599.78**

**Motion passed.**

#### Commitment to Excellence Award

National Drinking Water Week is held during the first full week of May each year (May 7-13 in 2023) to recognize the vital role water plays in our daily lives. To commemorate National Drinking Water Week, each year the Washington State Department of Health recognizes professionals in the water industry through a series of awards. For 2023, DOH selected Kevin Cook, District Water Treatment Plant Operator, for receipt of the Commitment to Excellence award.

Clary introduced Derek Pell and Laura McLaughlin from the Department of Health. They recognized Cook for his hard work and dedication in maintaining the District's three water systems, and his dedication to assuring continuity and consistently meeting and exceeding all Washington State monitoring and



reporting requirements. They noted that Cook also serves as an ambassador to District customers through daily response to questions about the District water sources and water; and that the Sudden Valley Water Treatment Plant has received the DOH Treatment Optimization Program award every year in the 20+ consecutive years since the program's inception. Receipt of the TOP award shows that the District demonstrates not just meeting standards but optimizing and looking ahead.

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

District Administrative Code section 2.10.6 defines current policy pertaining to water leak adjustments. The leak adjustment policy was most recently revised by the Board of Commissioners via adoption of Resolution No. 870 in April of 2021. The leak adjustment policy was also reviewed by the Board during its February 23, 2022, meeting, with the Board ultimately deciding not to revise the policy during that meeting.

Clary recalled that at the April 26, 2023 regular meeting, the Board discussed the District's current water leak adjustment policy and indicated a general desire to revise the policy to be more supportive of customers. The Board requested an analysis of customer relief provided by the current policy relative to various other policy considerations, which staff presented. Discussion followed, including comments from District customer Gerry Roloson regarding the policy and a recent leak at his property.

#### **Division 30 Reservoir Hazard Tree Removal Contract Award**

Clary explained that following a significant storm event during the Winter of 2021-22 in which a large Douglas Fir blew down near the District's Division 30 water reservoir, the District identified and surveyed all trees that pose a risk to the reservoir. Following identification of all hazard trees, the District pursued authorization from the property owners (SVCA and Whatcom County Parks) for removal of those trees, which was secured along with the necessary permit, received by the District on February 3, 2023.

The District published an advertisement for bids (District Project No. M222) in the Bellingham Herald on March 12, 2023. Bids were due on April 20, 2023. Three bids were received with Clearwater Excavation LLC submitting the lowest bid at \$32,200 (not including sales tax). Staff reviewed mandatory and supplemental bidder responsibility criteria and deemed that Clearwater Excavation LLC is the lowest responsible, responsive bidder. Discussion followed.

#### **Action Taken**

**Carter moved, Holland seconded, to award the Division 30 Reservoir Hazard Trees Removal Project public works contract to Clearwater Excavation LLC for a total contract price of \$32,797.20, including 8.6% sales tax, and authorize the general manager to execute the contract. Motion passed.**

#### **Division 7 Reservoir Professional Services Agreement with Wilson Engineering**

Clary recalled that a 2016 structural analysis by BHC of the Lake Whatcom Water and Sewer District Division 7 Water Reservoir found significant deficiencies in its ability to meet existing earthquake code requirements. Additionally, the 2017 Water System Plan analyzed the capacity of the Division 7 reservoir and found it to be significantly oversized. Following the award of a FEMA Hazard Mitigation Grant, the Board approved Phase I of the project to begin in 2022.

With design and permitting progressing, and recognizing significant escalations in the construction industry over the past year, a more current cost estimate was presented to the Board at the March 8, 2023 regular Board Meeting. Over the last 6 months of project design, permitting, and development staff and Wilson Engineering LLC (Wilson) have encountered unanticipated level-of-effort and additional scope of work tasks required to keep the project moving forward. Discussion followed.

**Action Taken**

**Ford moved, Carter seconded, to authorize the general manager to execute Amendment No. 3 to the Professional Services Agreement for Division 7 Reservoir Seismic Upgrade and Shake Alert Implementation Project with Wilson Engineering, LLC as presented. Motion passed.**

**Manager's Report**

Clary updated the Board on several topics, including Commissioner Holland's District tour and orientation, topics covered at the Washington Association of Sewer and Water Districts Quarterly GM Meeting in early May, legislative issues with potential to impact the District, an upcoming functional emergency response training exercise, and impending retirement and transition plan for the District Engineer. Discussion followed.

With no further business, Citron adjourned the Regular Session at 8:34 p.m.

\_\_\_\_\_  
Board President, Todd Citron

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

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

**CHECK REGISTER**

Lake Whatcom W-S District

Time: 13:37:48 Date: 05/15/2023

05/18/2023 To: 05/18/2023

Page: 1


| Trans | Date       | Type    | Acct # | Chk # | Claimant | Amount   | Memo                          |
|-------|------------|---------|--------|-------|----------|----------|-------------------------------|
| 1472  | 05/18/2023 | Payroll | 5      | EFT   |          | 351.71   | 04/29/2023 - 05/12/2023 PR 10 |
| 1473  | 05/18/2023 | Payroll | 5      | EFT   |          | 468.96   | 04/29/2023 - 05/12/2023 PR 10 |
| 1474  | 05/18/2023 | Payroll | 5      | EFT   |          | 3,661.70 | 04/29/2023 - 05/12/2023 PR 10 |
| 1475  | 05/18/2023 | Payroll | 5      | EFT   |          | 3,895.48 | 04/29/2023 - 05/12/2023 PR 10 |
| 1476  | 05/18/2023 | Payroll | 5      | EFT   |          | 3,180.59 | 04/29/2023 - 05/12/2023 PR 10 |
| 1478  | 05/18/2023 | Payroll | 5      | EFT   |          | 2,752.14 | 04/29/2023 - 05/12/2023 PR 10 |
| 1480  | 05/18/2023 | Payroll | 5      | EFT   |          | 1,955.12 | 04/29/2023 - 05/12/2023 PR 10 |
| 1481  | 05/18/2023 | Payroll | 5      | EFT   |          | 3,090.93 | 04/29/2023 - 05/12/2023 PR 10 |
| 1482  | 05/18/2023 | Payroll | 5      | EFT   |          | 234.48   | 04/29/2023 - 05/12/2023 PR 10 |
| 1483  | 05/18/2023 | Payroll | 5      | EFT   |          | 2,312.09 | 04/29/2023 - 05/12/2023 PR 10 |
| 1484  | 05/18/2023 | Payroll | 5      | EFT   |          | 3,508.73 | 04/29/2023 - 05/12/2023 PR 10 |
| 1485  | 05/18/2023 | Payroll | 5      | EFT   |          | 2,240.46 | 04/29/2023 - 05/12/2023 PR 10 |
| 1486  | 05/18/2023 | Payroll | 5      | EFT   |          | 586.19   | 04/29/2023 - 05/12/2023 PR 10 |
| 1487  | 05/18/2023 | Payroll | 5      | EFT   |          | 2,449.02 | 04/29/2023 - 05/12/2023 PR 10 |
| 1488  | 05/18/2023 | Payroll | 5      | EFT   |          | 2,635.31 | 04/29/2023 - 05/12/2023 PR 10 |
| 1489  | 05/18/2023 | Payroll | 5      | EFT   |          | 1,369.84 | 04/29/2023 - 05/12/2023 PR 10 |
| 1490  | 05/18/2023 | Payroll | 5      | EFT   |          | 2,253.67 | 04/29/2023 - 05/12/2023 PR 10 |
| 1491  | 05/18/2023 | Payroll | 5      | EFT   |          | 3,376.55 | 04/29/2023 - 05/12/2023 PR 10 |
| 1492  | 05/18/2023 | Payroll | 5      | EFT   |          | 1,969.60 | 04/29/2023 - 05/12/2023 PR 10 |
| 1493  | 05/18/2023 | Payroll | 5      | EFT   |          | 2,819.52 | 04/29/2023 - 05/12/2023 PR 10 |
| 1471  | 05/18/2023 | Payroll | 5      | 14077 |          | 1,691.30 | 04/29/2023 - 05/12/2023 PR 10 |
| 1477  | 05/18/2023 | Payroll | 5      | 14078 |          | 351.71   | 04/29/2023 - 05/12/2023 PR 10 |
| 1479  | 05/18/2023 | Payroll | 5      | 14079 |          | 1,489.83 | 04/29/2023 - 05/12/2023 PR 10 |

401 Water Fund  
402 Sewer Fund

14,823.14  
33,821.79

48,644.93 Payroll: 48,644.93

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

Sign  Date 5/15/2023  
General Manager, Justin Clary

Board Authorization - The duly elected board for this district has reviewed the claims listed and approved the payment by motion at the meeting listed below:

\_\_\_\_\_  
Board President, Todd Citron

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

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

# BENEFITS

## CHECK REGISTER

Lake Whatcom W-S District

Time: 13:56:33 Date: 05/15/2023

05/18/2023 To: 05/18/2023

Page: 1

| Trans          | Date       | Type    | Acct # | Chk # | Claimant                           | Amount    | Memo  |
|----------------|------------|---------|--------|-------|------------------------------------|-----------|---|
| 1494           | 05/18/2023 | Payroll | 5      | EFT   | DEPARTMENT OF RETIREMENT SYSTEMS   | 5,458.50  | Pay Cycle(s) 05/18/2023 To 05/18/2023 - DCP   |
| 1495           | 05/18/2023 | Payroll | 5      | EFT   | UNITED STATES TREASURY             | 16,903.92 | 941 Deposit for Pay Cycle(s) 05/18/2023 - 05/18/2023  |
| 1496           | 05/18/2023 | Payroll | 5      | EFT   | WA ST PUBLIC EMP RET PLAN 2        | 8,993.97  | Pay Cycle(s) 05/18/2023 To 05/18/2023 - PERS 2  |
| 1497           | 05/18/2023 | Payroll | 5      | EFT   | WA ST PUBLIC EMP RET PLAN 3        | 3,368.09  | Pay Cycle(s) 05/18/2023 To 05/18/2023 - PERS 3  |
| 1498           | 05/18/2023 | Payroll | 5      | EFT   | WA ST SUPPORT ENFORCEMENT REGISTRY | 814.47    | Pay Cycle(s) 05/18/2023 To 05/18/2023 - SUP ENF   |
| 1499           | 05/18/2023 | Payroll | 5      | 14080 | AFLAC                              | 354.85    | Pay Cycle(s) 05/18/2023 To 05/18/2023 - AFLAC Pre-Tax; Pay Cycle(s) 05/18/2023 To 05/18/2023 - AFLAC Post-Tax   |
| 1500           | 05/18/2023 | Payroll | 5      | 14081 | AFSCME LOCAL                       | 356.07    | Pay Cycle(s) 05/18/2023 To 05/18/2023 - Union Dues; Pay Cycle(s) 05/18/2023 To 05/18/2023 - Union Fund  |
| 1501           | 05/18/2023 | Payroll | 5      | 14082 | HRA VEBA TRUST (PAYEE)             | 590.00    | Pay Cycle(s) 05/18/2023 To 05/18/2023 - VEBA  |
| 1502           | 05/18/2023 | Payroll | 5      | 14083 | MISSION SQUARE -306798             | 100.00    | Pay Cycle(s) 05/18/2023 To 05/18/2023 - ICMA  |
| 1503           | 05/18/2023 | Payroll | 5      | 14084 | WA ST HEALTH CARE AUTHORITY        | 16,549.09 | Pay Cycle(s) 05/18/2023 To 05/18/2023 - PEBB Medical; Pay Cycle(s) 05/18/2023 To 05/18/2023 - PEBB ADD LTD; Pay Cycle(s) 05/18/2023 To 05/18/2023 - PEBB SMK Surcharge; Pay Cycle(s) 05/18/2023 To 05/18/2023 |
| 401 Water Fund |            |         |        |       |                                    | 39,814.53 |   |
| 402 Sewer Fund |            |         |        |       |                                    | 13,674.43 |   |
|                |            |         |        |       |                                    | 53,488.96 | Payroll: 53,488.96  |

## CHECK REGISTER

Lake Whatcom W-S District


Time: 13:56:33 Date: 05/15/2023

05/18/2023 To: 05/18/2023

Page: 2

| Trans | Date | Type | Acct # | Chk # | Claimant | Amount | Memo |
|-------|------|------|--------|-------|----------|--------|------|
|-------|------|------|--------|-------|----------|--------|------|

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

Sign  Date 5/15/2023  
General Manager, Justin Clary

Board Authorization - The duly elected board for this district has reviewed the claims listed and approved the payment by motion at the meeting listed below:

\_\_\_\_\_  
Board President, Todd Citron

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

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





**AGENDA  
BILL  
Item 6.A**

**Resolution No. 891  
Water Leak Adjustment  
Policy Revision**

|                            |   |  |   |
|----------------------------|---|--|---|
| DATE SUBMITTED:            | May 11, 2023                                      | MEETING DATE:  | May 31, 2023  |
| TO: BOARD OF COMMISSIONERS | FROM: Justin Clary, General Manager               |  |   |
| GENERAL MANAGER APPROVAL   |   |  |   |
| ATTACHED DOCUMENTS         | 1. Draft Resolution No. 891                       |  |   |
|                            | 2. Analysis of 2023 Leaks Under Proposed Policy   |  |   |
| TYPE OF ACTION REQUESTED   | RESOLUTION<br><input checked="" type="checkbox"/> | FORMAL ACTION/<br>MOTION<br><input type="checkbox"/> | INFORMATIONAL<br>/OTHER<br><input type="checkbox"/> |

**BACKGROUND / EXPLANATION OF IMPACT**

The Lake Whatcom Water and Sewer District (District) received an appeal of the District's leak adjustment policy from Veronica Garaycoa on April 17, 2023. District Administrative Code section 2.10.6 defines current policy pertaining to water leak adjustments. The leak adjustment policy was most recently revised by the Board of Commissioners via adoption of Resolution No. 870 during a regularly scheduled meeting of the Board held on April 14, 2021. The leak adjustment policy was also reviewed by the Board during its February 23, 2022, meeting (discussion was limited to other potential qualifying leaks beyond the current policy of solely on the service line between the water meter and exterior wall of the structure served), with the Board ultimately deciding not to revise the policy during that meeting. Following is the current revision of section 2.10.6:

***2.10.6 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]*

Ms. Garaycoa's appeal was heard by the Board during its regularly scheduled meeting held on April 26, 2023. The Board discussed the District's current water leak adjustment policy and indicated a general desire to revise the policy to be more supportive of customers. The Board directed staff to include further discussion of the policy on its May 10 meeting agenda, as well as to perform an analysis of customer relief provided by the current policy relative to a 50% credit (similar to the City of Bellingham), as well as the effects of a multiplier on prior billing period charges (200%, 500%, etc. of the same billing period for the prior year) with the remainder of the bill relieved by the District. Following discussion during the May 10 meeting, the Board directed staff to prepare a resolution for its consideration that amends the existing water leak adjustment policy as follows:

- Location. Any unintentional excess use of water on the customer's side with the water meter shall be eligible for relief.
- Term. Customers will be eligible for one adjustment every seven years.
- Reduction Amount. The customer's bill will be reduced to 10 times their highest water bill (2-month billing cycle) incurred over the prior year, not including any bill that may have been impacted by the bill(s) subject to reduction.
- Policy Effective Date. The effective date of the resolution will be retroactive to January 1, 2023.

To assist the Board in understanding the effect of implementing the proposed revision, attached is a summary of all 2023 leaks to-date, with a comparison of the relief/impact to customers of the proposed revisions relative to the current policy.

#### **FISCAL IMPACT**

It is anticipated that the fiscal impact will negatively impact Water Utility revenues; however, the actual impact will vary based upon the magnitude and frequency of future qualifying leaks. Regardless, water utility revenues related to qualifying leaks make up less than 0.5% of the Utility's revenue.

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

Financial Viability

Customer Satisfaction

**RECOMMENDED BOARD ACTION**

Staff continues to recommend adoption of a 50% reduction with no (\$1,000) cap retroactive to January 1, 2023.

**PROPOSED MOTION**

A recommended motion is:

“I move to adopt Resolution No. 891 as presented.”

**LAKE WHATCOM WATER AND SEWER DISTRICT  
RESOLUTION NO. 891**

A Resolution of the Board of Commissioners Revising the Leak Adjustment Policy  
defined in Administrative Code Title 2, Fiscal Management Policies, Section 10

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

**WHEREAS**, the District is responsible for planning, improvements, maintenance, and operation of comprehensive water and sewer systems capable of providing reliable service to District ratepayers; and

**WHEREAS**, the District Board of Commissioners has previously set fiscal management policies, codified under Title 2 of the District Administrative Code, to ensure the long-term fiscal health and effective management of District resources in accordance with applicable laws; and

**WHEREAS**, Section 2.10.6 of Title 2 of the District Administrative Code defines the District's water leak adjustment policy; and

**WHEREAS**, the District Board of Commissioners wishes to refine the District's leak adjustment policy to provide greater relief to District customers for any unintentional loss of water beyond historic account consumption while continuing to promote customer maintenance of private water lines; and

**WHEREAS**, the District Board of Commissioners has reviewed and determined it appropriate to revise Section 2.10.6 of Title 2, Fiscal Management Policies, of the Administrative Code, as reflected in Exhibit A attached hereto for reference purposes only, which identifies specific amendments to Section 2.10.6 with deletions in strikethrough and additions underlined; and

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

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

**Section 1.** Section 2.10.6 of Title 2 of the District Administrative Code is repealed and replaced with Section 2.10.6 of Title 2 of the Administrative Code, as attached hereto as Exhibit B.

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

**Section 3.** If any section, subsection, sentence, clause or phrase of this Resolution is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this Resolution. The Board of Commissioners hereby declare that it would

have passed this Resolution and each section, subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases has been declared invalid or unconstitutional, and if, for any reason, this Resolution should be declared invalid or unconstitutional, then the original resolution or resolutions shall be in full force and effect.

**Section 4.** This Resolution shall be effective retroactive to January 1, 2023.

**ADOPTED** by the Board of Commissioners of Lake Whatcom Water and Sewer District, Whatcom County, Washington, at a regular meeting thereof, on the 31<sup>st</sup> day of May, 2023.

---

Todd Citron, President, Board of Commissioners

Attest:

---

Rachael Hope, Recording Secretary

Approved as to form:

---

Robert Carmichael, Attorney for the District



## EXHIBIT A

### 2.10.6 Water ~~Leak~~Bill Adjustments

The District will adjust high customer water bills subject to the conditions defined herein~~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 a signed attestation (1) acknowledging that the adjustment is subject to this Water Bill Adjustment policy, (2) stating the reason for the high bill (if known), and (3) confirming that any repairs needed to resolve the issue have been completed (if applicable given the type of loss)~~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. The adjusted water bill shall be reduced to ten times the amount of the highest water bill that account has incurred over the prior 12 months, excluding the current and immediately prior 60-day billing periods. 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~~the 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.~~
- ~~32. Water leakbill adjustments are limited to one adjustment per owner during the life of that metered service every seven years. Customers who have experienced leaks should inspect their entire system and ensure that all issues have been remedied. Eligibility for bill adjustment shall reset when a property is acquired by a new owner. 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.~~
- ~~43. The District will set up an incremental payment schedule on the remaining balance of the leakbill 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 subject to adjustment will be waived if the customer adheres to the prearranged payment schedule. [Resolution Nos. 821, 861, 870, 891]~~

## **EXHIBIT B**

### **2.10.6 Water Bill Adjustments**

The District will adjust high customer water bills subject to the conditions defined herein. The adjustment request must be made in writing by the property owner and include a signed attestation (1) acknowledging that the adjustment is subject to this Water Bill Adjustment policy, (2) stating the reason for the high bill (if known), and (3) confirming that any repairs needed to resolve the issue have been completed (if applicable given the type of loss). To calculate the adjustment:

1. The adjusted water bill shall be reduced to ten times the amount of the highest water bill that account has incurred over the prior 12 months, excluding the current and immediately prior 60-day billing periods. If less than one year's usage history exists, the current base rate allowance will be used as the quantity basis.
2. Water bill adjustments are limited to one adjustment per metered service every seven years. Customers who have experienced leaks should inspect their entire system and ensure that all issues have been remedied. Eligibility for bill adjustment shall reset when a property is acquired by a new owner.
3. The District will set up an incremental payment schedule on the remaining balance of the bill 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 amount subject to adjustment will be waived if the customer adheres to the prearranged payment schedule. [Resolution Nos. 821, 861, 870, 891]

## 2023 Adjustments

### January Adjustments

#### 1537 Glen Cove Lane

|   |             |
|---|-------------|
| 1.1.2023 High Use Water Bill                        | \$ 1,901.92 |
| Highest Water Bill in Last 12 Months                | \$ 141.06   |
| 10 Times Highest Water Bill                         | \$1,410.60  |
| Customer Relief Under Proposed Policy               | \$ 491.32   |
| Customer Relief Under Current Policy                | \$ 951.24   |
| Cost to District if Proposed Policy Adopted         | None        |
| Additional Burden to Customer Under Proposed Policy | \$ 459.92   |

#### 4 Valley Crest Way

|   |             |
|---|-------------|
| 1.1.2023 High Use Water Bill                | \$ 2,233.51 |
| Highest Water Bill in Last 12 Months        | \$ 79.47    |
| 10 Times Highest Water Bill                 | \$ 794.70   |
| Customer Relief Under Proposed Policy       | \$ 1,438.81 |
| Customer Relief Under Current Policy        | \$ 1,000.00 |
| Cost to District if Proposed Policy Adopted | \$ 438.81   |

### February Adjustments

#### 5 Grand View Lane

|   |           |
|---|-----------|
| 2.1.2023 High Use Water Bill                        | \$ 626.79 |
| Highest Water Bill in Last 12 Months                | \$ 88.61  |
| 10 Times Highest Water Bill                         | \$ 886.10 |
| Customer Relief Under Proposed Policy               | \$ -      |
| Customer Relief Under Current Policy                | \$ 271.91 |
| Cost to District if Proposed Policy Adopted         | None      |
| Additional Burden to Customer Under Proposed Policy | \$ 271.91 |

#### 4 Whispering Cedars Ct

|   |             |
|---|-------------|
| 2.1.2023 High Use Water Bill                | \$ 1,823.42 |
| Highest Water Bill in Last 12 Months        | \$ 79.47    |
| 10 Times Highest Water Bill                 | \$ 794.70   |
| Customer Relief Under Proposed Policy       | \$ 1,028.72 |
| Customer Relief Under Current Policy        | \$ 1,000.00 |
| Cost to District if Proposed Policy Adopted | \$ 28.72    |

#### 10 Jasper Ridge Lane

|   |             |
|---|-------------|
| 2.1.2023 High Use Water Bill                        | \$ 1,365.48 |
| Highest Water Bill in Last 12 Months                | \$ 129.21   |
| 10 Times Highest Water Bill                         | \$ 1,292.10 |
| Customer Relief Under Proposed Policy               | \$ 73.38    |
| Customer Relief Under Current Policy                | \$ 433.47   |
| Cost to District if Proposed Policy Adopted         | None        |
| Additional Burden to Customer Under Proposed Policy | \$ 360.09   |

**March Adjustments**

## 1299 Lowe Ave

|   |      |          |
|---|------|----------|
| 3.1.2023 High Use Water Bill                        | \$   | 1,683.88 |
| Highest Water Bill in Last 12 Months                | \$   | 99.21    |
| 10 Times Highest Water Bill                         | \$   | 992.10   |
| Customer Relief Under Proposed Policy               | \$   | 691.78   |
| Customer Relief Under Current Policy                | \$   | 894.65   |
| Cost to District if Proposed Policy Adopted         | None |          |
| Additional Burden to Customer Under Proposed Policy | \$   | 202.87   |

## 973 Grand Blvd - Doesn't Currently Qualify for Leak Adj. Under Current Policy

|   |    |          |
|---|----|----------|
| 3.1.2023 High Use Water Bill                | \$ | 7,132.52 |
| Highest Water Bill in Last 12 Months        | \$ | 577.82   |
| 10 Times Highest Water Bill                 | \$ | 5,778.20 |
| Customer Relief Under Proposed Policy       | \$ | 1,354.32 |
| Customer Relief Under Current Policy        | \$ | -        |
| Cost to District if Proposed Policy Adopted | \$ | 1,354.32 |

**April Adjustments**

## 1 Mountain Ash Ct

|   |    |          |
|---|----|----------|
| 4.1.2023 High Use Water Bill                | \$ | 6,391.10 |
| Highest Water Bill in Last 12 Months        | \$ | 93.46    |
| 10 Times Highest Water Bill                 | \$ | 934.60   |
| Customer Relief Under Proposed Policy       | \$ | 5,456.50 |
| Customer Relief Under Current Policy        | \$ | 1,000.00 |
| Cost to District if Proposed Policy Adopted | \$ | 4,456.50 |


## 5 Sigma Circle

|   |    |          |
|---|----|----------|
| 4.1.2023 High Use Water Bill                | \$ | 6,379.79 |
| Highest Water Bill in Last 12 Months        | \$ | 101.35   |
| 10 Times Highest Water Bill                 | \$ | 1,013.50 |
| Customer Relief Under Proposed Policy       | \$ | 5,365.50 |
| Customer Relief Under Current Policy        | \$ | 1,000.00 |
| Cost to District if Proposed Policy Adopted | \$ | 4,365.50 |



**AGENDA  
BILL  
Item 6.B**

**Approval of Retrospective Rating  
Plan Agreement with Washington  
Assoc. of Sewer and Water  
Districts (WASWD)**

|                            |  |   |   |
|----------------------------|--|---|---|
| DATE SUBMITTED:            | May 15, 2023   | MEETING DATE:   | May 31, 2023  |
| TO: BOARD OF COMMISSIONERS | FROM: Justin Clary, General Manager  |   |   |
| GENERAL MANAGER APPROVAL   |  |   |   |
| ATTACHED DOCUMENTS         | 1. Retrospective Rating Plan Agreement, Updated April 2023                         |   |   |
| TYPE OF ACTION REQUESTED   | RESOLUTION<br><input type="checkbox"/>   | FORMAL ACTION/<br>MOTION<br><input checked="" type="checkbox"/> | INFORMATIONAL<br>/OTHER<br><input type="checkbox"/> |

**BACKGROUND / EXPLANATION OF IMPACT**

The Lake Whatcom Water and Sewer District has participated for several years in the Washington Association of Sewer and Water Districts (WASWD) Retrospective Rating (Retro) Program. The Retro Program offers qualified members a potential cost-saving benefit through the Washington State Department of Labor and Industries (L&I). The program is a risk pool that rewards employers who minimize their industrial insurance losses. Through Program participation, the District has received refunds on L&I premiums when total claims for the pool members are less than the L&I premiums paid by the participants. As an example, the District received a refund of \$17,866 for the 2018-2021 period. For comparison, the District paid approximately \$25,500 to L&I in 2022.

The WASWD Retro Program administrator, Archbright, manages claims of participating members, reducing the costs through timely closure of claims, discovery of over-payments, and aggressively managing return to work efforts. To mitigate participant financial liability and strengthen the pool's position for annual refunds, Archbright began working with WASWD several months ago to revise the existing agreement between WASWD and each pool member. This effort culminated in the WASWD board of directors approving the revised agreement (attached) at its Spring 2023 business meeting held on April 7, 2023. Following is summary of revisions to the agreement:

- **Light Duty/Kept on Salary Requirements.** Participants are required to implement a light duty/kept on salary program, which will limit time loss and reduce costs, as well as allow claims to close quicker.
- **Timing of Refund Flexibility.** Refunds will be spread over the three-year period, which will smooth the year-to-year variability of the pool's performance and mitigate the potential of liabilities associated with losses.
- **Performance-based Refunds.** Program is shifted from an equally shared approach amongst all pool participants, to a merit-based approach whereby the better a specific participant performs, the more refund that participant will receive.



- Allowable New Members. WASWD Retro Program is the second smallest pool. By broadening the qualifying member group with similar low-risk organizations, overall risk is reduced, and refunds are improved.
- Membership Requirements. Non-water/sewer districts participating in the Retro Program pool are required to pay WASWD for participation (\$500 for organizations employing 16 and under, and \$700 for organizations over 16).

#### **FISCAL IMPACT**

Annual fiscal impact will be dependent upon how the pool performs. With the change to the timing of refunds, it is anticipated that year-to-year variations will be averaged to mitigate any liabilities associated with losses.

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

Financial Viability

#### **RECOMMENDED BOARD ACTION**

Staff recommends that the board approve the updated Retro Program agreement.

#### **PROPOSED MOTION**

Recommended motion is:

“I move to authorize the General Manager execute the updated Retrospective Rating Program Agreement with the Washington Association of Sewer and Water Districts, as presented.”



## RETROSPECTIVE RATING PLAN AGREEMENT UPDATED APRIL 2023

THIS AGREEMENT is made by and between the WASHINGTON ASSOCIATION OF SEWER & WATER DISTRICTS, a Washington nonprofit corporation ("WASWD") and LAKE WHATCOM WATER & SEWER DISTRICT, a Washington special purpose district ("Member").

### RECITALS

- A. WASWD is a retrospective rating group sponsoring entity under Chapter 51.18 RCW and has entered into a retrospective rating group agreement with the Department of Labor and Industries ("Department").
- B. The Member is an employer that qualifies for the retrospective rating plan under Chapter 51.18 RCW and its implementing regulations, has been approved by the Department to be a participant in the plan, and has been approved for membership by the WASWD Board.
- C. WASWD enrolls in a plan each year to enhance the safety of all members and to maximize refunds while minimizing potential liability to WASWD group members. The coverage period for each plan year is July 1 through June 30 ("coverage period").
- D. The Member desires to participate in WASWD's group. WASWD and the Member desire to enter into this Agreement to state their respective duties and rights with regard to the retrospective rating plan.

### AGREEMENT

The parties agree as follows:

- 1. Plan administration.
  - 1.1 WASWD shall provide for administration of the retrospective rating plan ("plan") through either a Third Party Administrator (TPA) or WASWD employees, at the discretion of WASWD.
  - 1.2 The Member shall cooperate with the Department of Labor & Industries, TPA staff members or their representatives, and any others authorized by the WASWD Retro Committee (Committee) to assist the group in claims review, claims management, claims appeal and adjudication, and any other reasonable request that will reduce claims costs.
- 2. Payment for plan administration. For plan administration during a coverage period, the Member shall pay five percent (5%) of its Department composite premium for the four quarters immediately preceding the coverage period. Within the first 2 months of a coverage period, WASWD shall send to the Member an invoice for the administration payment, which shall be due within 60 days of the date of the invoice.

3. Group refunds and additional assessments.

- 3.1 Approximately 10 months after a coverage period, and twice annually thereafter, the Department will evaluate the group's losses for the coverage period, and will notify WASWD of a group refund or additional assessment for the coverage period. The Member is encouraged to track its own positive loss ratio reports, which are prepared by the Department. WASWD may protest or appeal the evaluation decision within 60 days of the date of the notice. The Committee shall hold a meeting at least 7 business days before the deadline for filing a protest or appeal, and submit its recommendation, together with analysis and documentation, to WASWD at least 5 business days before the deadline for filing a protest or appeal. The WASWD Executive Director shall determine whether to file a protest or appeal based on the best interests of WASWD.
- 3.2 If a protest or appeal of an evaluation decision is filed, the Member shall be responsible for its prorated share of the costs of the protest or appeal, including attorneys' fees and interest, based upon the Member's percentage of the total premiums paid by all Members participating in the plan during the coverage period.
- 3.3 The Member and WASWD agree that the total amount of refund issued by the Department will be distributed at the discretion of the WASWD Retro Committee consistent with the following guidance:
  - 3.3.1 The timing and amount of program distributions will be based on the WASWD Retro Committee's evaluation of potential future retrospective adjustments for the Plan Year and the objective to return as much as possible of the retrospective premium return. Refunds not returned in a given year will be held in the Retro bank account to be distributed as early as is practical.
  - 3.3.2 The timing and amount of distributions to each Member will be determined in accordance with a formula established by the Committee based on the following:
    - 3.3.2.1 Each Member's percentage of the Plan's total Standard Premium for the Plan Year, and
    - 3.3.2.2 Each Member's individual loss record for the Plan Year, and
    - 3.3.2.3 Each Member's compliance with programs designed to maximize the Plan's returns, and
    - 3.3.2.4 Compliance with the terms of this Agreement, and
    - 3.3.2.5 The Committee will determine the relative weight given each of these factors.
- 3.4 Distributions will be made as follows:

- 3.4.1 Distributions are made only to members who, at the time of the distribution, are in good standing with WASWD, and who have complied with all terms of this Agreement.
  - 3.4.2 All distributions will be made to the Member under the Department's account number, including subaccounts, and the Member must maintain a relationship with WASWD under such account number during the term of this Agreement including all Adjustment Periods.
  - 3.4.3 Member authorizes the WASWD Retro Committee to withhold from any premium refund distribution to the Member, and to pay to WASWD any and all amounts due and payable from Member to WASWD including any assessments for failure to comply with the rules contained in this Agreement.
- 3.5 Whenever there is enough return to do so, all participants will receive an amount equal to the service fee they paid to participate.
- 3.6 WASWD reserves the right to withhold from the Member refund or net refund any plan administration fee and any costs of a protest or appeal that are due and owing.
- 3.7 WASWD reserves the right to withhold from the Member refund or net refund any debt owed by the Member to the Department that the Department has withheld from the group refund.
- 3.8 WASWD reserves the right to pay the additional assessment to the Department in installments as authorized by statute and regulation.
- 3.9 The additional assessment for the Member for a coverage period shall be the group additional assessment for that year, multiplied by the Member's percentage of the total premiums paid by all Members participating in the plan during the coverage period.
- 3.10 WASWD shall distribute refunds as soon as is practical. WASWD shall send an invoice for an additional assessment or net additional assessment, together with the costs of the protest or appeal if any, to the Member within 60 days of receipt of the group notice, or within 30 days of the final decision on a WASWD appeal of the notice, whichever occurs last. The Member shall pay the invoice within 45 days of receipt. Delinquent invoices shall accrue interest at the rate of 12 percent per year.
- 4. Selection of additional Members. The Member acknowledges that the Retrospective Rating Committee may admit to the group WASWD members of any kind which satisfies the requirements of Chapter 51.18 RCW and Chapter 296-17B WAC, and their amendments, and any rules adopted by the Retrospective Rating Committee. WASWD reserves the right to enter into an agreement with such qualified Member that is materially and substantially similar to this Agreement.
- 5. Other Responsibilities of Member.

- 5.1 Member agrees to be bound by all rules and regulations governing Group Retrospective Rating Plans in the State of Washington, and by all Committee decisions and actions.
- 5.2 Member agrees to develop and maintain the following programs to facilitate the return of injured employees to the workplace:
  - 5.2.1 To develop and maintain a formal transitional light duty return to work program as required by the Committee in order to facilitate the early and timely return of injured employees to the workplace. Member agrees to provide light duty for at least 150 days from the day the injured worker is provided restrictions or modified duties by the injured worker's health care provider, unless the worker is able to return to job of injury sooner. Member understands and acknowledges that transitional light duty programs are a primary means and the expected responsibility of Member to assist with managing its workers' compensation claims effectively.
  - 5.2.2 To adopt a Kept on Salary (KOS) back-up procedure to Member's transitional light duty programs.
  - 5.2.3 In the event Member fails or decides not to engage in transitional light duty programs to facilitate returning an injured employee to work, Member agrees to maintain the individual on full wages and benefits for up to one hundred and fifty (150) days through a KOS Program. The 150-day KOS period will begin from the day the injured worker is provided restrictions or modified duties by the injured worker's health care provider, upon verification by the TPA staff that Member has failed or decided not to return the individual to work under its light duty programs.
  - 5.2.4 Failure to implement or utilize transitional light duty programs, and/or a KOS Program, will be considered material noncompliance by the Member and may result in additional assessments against Member, reduced individual premium return distributions, and/or required returns of previously distributed premium refunds, invoiced fees if the individual return is non-existent or insufficient and/or denying participation in subsequent plan years, as determined by the WASWD Retro Committee.
- 5.3 The Member will allow TPA staff members or their representatives to perform safety and health inspections for review of the safety procedures and practices, frequency and severity of illnesses and accidents, etc., of Member, and to follow all recommendations that result from those safety and health inspections.
- 5.4 The Member will cooperate fully with the Department, TPA staff members or their representatives, and any others authorized by the Committee to assist the group in claims review, claims management, claims appeal and adjudication, and any other reasonable request that will reduce claims costs.
- 5.5 The Member agrees that decisions regarding all aspects of claims management including but not limited to claim allowance, claim rejections, and the nature and scope of benefits paid, decisions to protest or appeal any Department action, and any decisions made regarding the status and



resolution of any claim shall be made by TPA with input from the Member, the WASWD Retro Committee, and WASWD, if those entities so desire. The Member also agrees to cooperate fully with the TPA in any proceedings before the Department, the Board of Industrial Insurance Appeals, or any reviewing court in the event there is an appeal, filed by any aggrieved party in any matter in which the Member is a party or a potential party.

6. Member withdrawal from Plan.

6.1 The Member may withdraw from the plan only at the end of a coverage period (July 1 through June 30). If the Member desires to withdraw from the plan at the end of a coverage period, it shall notify WASWD in writing by May 31<sup>st</sup> of the coverage period of its intent to withdraw from the plan. WASWD shall file a notification of the withdrawal with the Department by June 30th of the coverage period.

6.2 If a Member leaves active participation in the Retro program, in order to maintain rights to future refunds the Member will have to pay 10% of the premium for the past four quarters for each of the three years of remaining refund potential. This service fee will be invoiced and must be paid upon exiting the program. Refusal to pay will result in forfeit of any future refund Member may have earned. In the event of an assessment during the Member's participation in a plan year, the Member shall be responsible for their portion of the assessment, pursuant to the terms of this Agreement.

7. Statute and rule compliance. The Member and WASWD agree to be subject to and comply with Chapter 51.18 RCW and its implementing regulations, Chapter 296-17B WAC, and their amendments.

8. Release and waiver of liability. The Member releases WASWD, its officers, board of directors, employees and consultants, from any liability whatsoever arising from any claim, damage or loss asserted by the Member due to the Member's participation in the plan.

9. Retrospective Rating Committee. The Member acknowledges that to carry out the plan consistent with this Agreement, WASWD has established a Retrospective Rating Committee as follows:

9.1 Membership. The Committee consists of 9 Members elected by the Members of the group; provided that if there are less than 9 Members of the group, the Committee will consist of an odd number of Members that is equal to or less than the number of Members in the group. Of the 9 seats, up to 3 can be held by non-general members, but at least one of those 3 seats shall be held by a non-district utility member. If there are no candidates for the one non-district utility member position, the Committee may appoint any other type of member to fill that position. A member is a commissioner, Director or employee of a Member participating in WASWD's retrospective rating plan. Each Member can have only one member on the Committee.

- 9.2 Committee meetings. The meetings of the Committee are open to all members of WASWD, as defined in the WASWD Bylaws.
- 9.3 Terms of Members. The terms of the members are 2 years, with the initial terms of 4 members being 1 year and 5 members being 2 years.
- 9.4 Quorum. If there are 9 Committee members, a quorum is 5 Committee members. If there are less than 9 Committee members, a quorum is a majority of the Committee members. A Committee member must appear in person or remotely at a meeting, and cannot be replaced by a representative or delegate.
- 9.5 Committee rules. Consistent with this Paragraph, the Committee is authorized to adopt its own rules of procedure, a copy of which must be filed with WASWD staff within 14 business days of adoption. The rules may include criteria and requirements for admission of new members to the group, readmission of former members to the group, and removal of members of the group. A copy of the current rules is attached to this Agreement. If the Committee amends the rules, WASWD staff will send a copy of the amended rules to the Members. The Member acknowledges and agrees to the Retrospective Rating Program Group Rules, herein incorporated by reference.
10. Effective date and termination.
- 10.1 This Agreement shall be effective on July 1, 2023 and shall be effective until terminated by either party as stated in this paragraph.
- 10.2 If the Member elects to terminate its membership in WASWD, this Agreement shall terminate at the end of the coverage period.
- 10.3 Either party may terminate this Agreement by notice of termination personally delivered or sent to the other in writing, by May 31<sup>st</sup> of a coverage period, to be effective at the end of the coverage period.
- 10.4 If the Member withdraws from the plan at the end of a coverage period, this Agreement shall be terminated.
11. Attorney's fees. In the event of any conflict, claim or dispute between the parties arising out of or relating to this Agreement, the prevailing party shall be entitled to receive from the non-prevailing party all reasonable costs and expenses of every sort whatsoever including, but not limited to, mediation fees and actual attorneys' fees incurred or expended, whether incurred or expended in arbitration or trial or on appeal.
12. Entire agreement. This Agreement contains all terms, conditions and provisions agreed upon by the parties, and shall not be modified except by written amendment of the parties.

13. Venue and jurisdiction. The Superior Court of King County, Washington, shall have exclusive jurisdiction and venue over any legal action arising under this Agreement.
14. Successors in interest. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by and against the respective successors in interest and assigns of the parties.

WASHINGTON ASSOCIATION OF  
SEWER & WATER DISTRICTS

LAKE WHATCOM WATER & SEWER  
DISTRICT

By \_\_\_\_\_  
Its President

By \_\_\_\_\_  
Its General Manager

Dated: \_\_\_\_\_


Dated: May 31, 2023

By \_\_\_\_\_  
Its Secretary

Dated: \_\_\_\_\_



**AGENDA    Approval of Personal Services  
BILL       Agreement with GMP Consultants  
Item 6.C    for District Engineer Recruitment**

|                            |   |   |   |
|----------------------------|---|---|---|
| DATE SUBMITTED:            | May 22, 2023  | MEETING DATE:   | May 31, 2023  |
| TO: BOARD OF COMMISSIONERS | FROM: Justin Clary, General Manager   |   |   |
| GENERAL MANAGER APPROVAL   |     |   |   |
| ATTACHED DOCUMENTS         | 1. Personal Services Agreement with GMP Consultants for District Engineer Recruitment |   |   |
|                            | 2. GMP Consultants Proposal   |   |   |
| TYPE OF ACTION REQUESTED   | RESOLUTION<br><input type="checkbox"/>  | FORMAL ACTION/<br>MOTION<br><input checked="" type="checkbox"/> | INFORMATIONAL<br>/OTHER<br><input type="checkbox"/> |

**BACKGROUND / EXPLANATION OF IMPACT**

The Lake Whatcom Water and Sewer District's District Engineer, Bill Hunter, has resigned after 18 years of service. The District Engineer position is critical to the effective management and implementation of the District's capital improvement program, development services, and utility operations (among many other essential functions). In addition, the District Engineer position is an integral member of the District's management team. To increase the breadth of reach to facilitate a large pool of qualified candidates, the general manager recommends the use of GMP Consultants to assist the District throughout the recruitment and hiring process. GMP Consultants is a Washington State-based firm specializing in the recruitment and hiring of public employees throughout the Pacific Northwest (qualifications are included in the recruitment proposal attached to the personal services agreement).

**FISCAL IMPACT**

The recruitment cost is anticipated to be less than \$25,000, which will be covered by the salary savings anticipated during the period between Mr. Hunter's departure and the selected candidate's start date and/or negotiated salary lower for the remainder of the year than is currently budgeted for the position.

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

Employee & Leadership Development

**RECOMMENDED BOARD ACTION**

Staff recommends that the board approve the personal services agreement.

**PROPOSED MOTION**

Recommended motion is:

“I move to authorize the General Manager execute the personal services agreement with GMP Consultants for recruitment of a District Engineer, as presented.”

## LAKE WHATCOM WATER AND SEWER DISTRICT PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is made on May 31, 2023, between LAKE WHATCOM WATER AND SEWER DISTRICT ("District"), a Washington municipal corporation and GMP Consultants ("Consultant").

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

### 1. PROJECT

Consultant shall perform all services and furnish all labor, tools, materials, and equipment for the District's project known as **District Engineer Recruitment** ("Project") in accordance with and as more fully described in **Attachment A—Scope of Work and Fees**, which includes the Project scope of work and budget. No additional services shall be performed or deemed authorized without the written prior authorization from the District.

### 2. PROJECT COST

The District shall pay Consultant for actual services rendered per the Professional Fee section provided in **Attachment A** not to exceed an amount of twenty-five thousand dollars (\$25,000.00) ("Project Cost"). The Rates and Charges include all costs associated with the Project, including, but not limited to labor, materials, overhead, administrative, and permit and regulatory costs, unless otherwise agreed to by the parties in writing. Prior written approval from the District is required for any services not included in Attachment A. Consultant shall have no right or claim for payment for services provided which are not included in Attachment A even if said services were performed in good faith. Any services performed in violation of this paragraph shall be at the sole cost and expense of Consultant.

### 3. AGREEMENT TERM/PERIOD OF PERFORMANCE

Consultant shall commence work under this Agreement upon receipt of notice to proceed from the District. The Scope of Work must be completed no later than **September 1, 2023**, unless extended or terminated earlier by the District pursuant to the terms and conditions of this Agreement.

### 4. PAYMENT TERMS

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

### 5. CHANGE IN THE SCOPE OF WORK

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

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

## 6. STANDARD OF CARE

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

## 7. INDEMNIFICATION

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

## 8. INSURANCE

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

- a. **Commercial General Liability.** Limits no less than \$1,000,000.00 combined single limit per occurrence and \$2,000,000.00 aggregate for personal injury, bodily injury and property damage. Coverage shall be as broad as Insurance Services Office form number (CG 00 01) covering Commercial General Liability.
- b. **Workers' Compensation.** Coverage shall be at least as broad as Workers' Compensation coverage, as required by the Industrial Insurance Act of the State of Washington, as well as any similar coverage required for this work by applicable Federal Law.

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

## **9. COMPLIANCE WITH CODES AND REGULATIONS**

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

## **10. PERMITS, TAXES, TEMPORARY FUNCTIONS**

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

## **11. TERMINATION**

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



## 12. GENERAL PROVISIONS

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

District:

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

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

Consultant:

Attn: Greg Prothman  
GMP Consultants  
7041 Cascade Avenue SE  
Snoqualmie, WA 98065

Phone: (206) 714-9499  
Fax: (425) \_\_\_\_\_

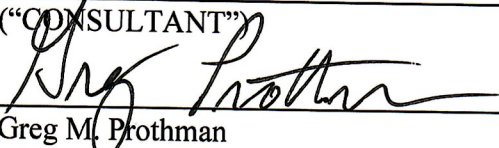
- b. **Records and other Tangibles.** Until the expiration of six years after the term of this Agreement, Consultant agrees to maintain accurate records of providing the services specified by the Agreement and to deliver such records to the District as requested by the District.
- c. **Ownership of Work.**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

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

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

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

GMP Consultants  
("CONSULTANT")

  
Greg M. Prothman

Dated: 5/23/23

Lake Whatcom Water and Sewer District  
("DISTRICT")

Justin Clary, General Manager

Dated:

## **ATTACHMENT A – SCOPE OF WORK AND FEES**

## **PROJECT WORK PLAN**

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### **Phase One – Information Gathering, Profile Development & Position Announcement**

- Task 1 – Review and Finalize Search Process and Schedule
- Task 2 – Key Stakeholder Meetings and Staff Provided Information Request
- Task 3 – Candidate Profile Development
- Task 4 – Develop Recruitment Letter

### **Phase Two – Strategic Marketing Campaign**

- Task 1 – Place Advertisements in Appropriate Professional Online Publications
- Task 2 – Development of a Database of Potential Candidates
- Task 3 – Identify and Contact Potential Candidates

### **Phase Three – Candidate Screening and Shortlist Presentation**

- Task 1 – Resume Review and Semi Finalist Screening Interviews
- Task 2 – Conduct an Internet Publication Search on Semifinalist Candidates
- Task 3 – Review of Semi Finalist Candidates with the General Manager
- Task 4 – Select Finalist Candidates
- Task 5 – Design of Finalist Interviews

### **Phase Four – Final Interviews**

- Task 1 – Develop an Interview Schedule for Final Interviews.
- Task 2 – Conduct Professional References on All Finalist Candidates
- Task 3 – Work with District Staff to Develop Interview Questions for Each Panel
- Task 4 – Provide the District with Finalist Candidate's Application Materials
- Task 5 – Coordinate Candidate Travel
- Task 6 – Facilitate Final interviews
- Task 7 – Assist in Facilitating Final Offer and Acceptance

## **PROFESSIONAL FEE**

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The fee for conducting the District Engineer recruitment is \$18,500. The professional fee covers all consultant and staff time required to conduct the recruitment. Professional fees are billed in three equal installments: at the beginning, halfway, and upon completion of the final interviews.

Expenses include:

- Websites, job boards and other advertising (approx. \$1,600 - 1,900)
- Direct mail announcements (approx. \$1,700 - 1,900)
- Consultant travel: Mileage at IRS rate, travel time at \$65 per hour
- Background checks (approx. \$170 per candidate)

Other Expenses: Candidates' travel expenses would be reimbursed to the candidates by the District directly.

The District has the right to cancel the search at any time, the only responsibility would be the fees and expenses incurred prior to cancellation.

### **GUARANTEE & WARRANTY**

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Should the selected candidate leave the employ of the District within the first 12 months of appointment, we will, conduct one additional recruitment for the cost of expenses and announcements only, if requested to do so within six months of the employee's departure. If the major elements of the process are followed and a candidate is not chosen, we will repeat the recruitment once with no additional professional fee, the only cost to you would be the expenses.



MAY 2023

# District Engineer Recruitment Proposal

FOR LAKE WHATCOM WATER & SEWER DISTRICT

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PRESENTED BY

**Greg M. Prothman**

President, GMP Consultants

**GMP CONSULTANTS**

Greg@gmphr.com

(206) 714-9499

www.gmphr.com





May 10, 2023

Mr. Justin Cleary  
District Manager  
Lake Whatcom Sewer & Water District  
1220 Lakeway Drive  
Bellingham, WA 98229

Dear Mr. Cleary,

Thank you for the opportunity to provide a proposal to assist Lake Whatcom Sewer & Water District with the recruitment of its next District Engineer. Our consultants have collectively worked on over 500 executive searches and have a reputation for providing superior service and building lasting relationships with both clients and candidates. We believe our proven process provides a best practices approach to attracting high quality candidates and ensuring a good fit for your organization.

We are well positioned to assist the District as we are currently assisting the Woodinville Water District with its General Manager search and the City of Blythe, CA and the cities of Mountlake Terrace and Olympia WA. and with their Public Works Director recruitments.

If you have any questions or would like to discuss your specific needs, please do not hesitate to contact me at (206)714-9499 or [greg@gmphr.com](mailto:greg@gmphr.com). I look forward to hearing from you and hope to have the opportunity to work together soon.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Greg Prothman', is written over a horizontal line.

Greg M. Prothman  
President  
GMP Consultants





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## ABOUT GMP CONSULTANTS

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GMP Consultants is a public sector executive search firm with a collective 180 years of local government leadership experience with both regional and national relationships. GMP Consultants offer our clients experienced subject matter experts with a solid understanding of local government coupled with decades of experience. We have served in a wide range of executive positions, from city and county management to public works, management information systems, and finance.

### Our Qualifications

Founded and led by Greg M. Prothman, formerly the CEO of Prothman, GMP consultants have worked on over 400 executives searches and over 80 public sector consulting projects. All our senior search consultants are active in both ICMA and local state level city management associations or in their respective professional associations.

### Our Philosophy

Our business philosophy centers on the understanding that this is a “people” related industry. We have a reputation for providing superior service and building lasting relationships with both clients and candidates. We believe that attention to others’ needs is the key to effective customer service.



## Why Choose GMP?

What you get with GMP Consultants is personal service. You appreciate it when phone calls are returned, projects stay on schedule and your challenges are given thorough and creative thinking. While other companies may assign your business to lesser experienced staff, we offer exceptional service from senior-level consultants.

- **Service & Relationship** - Our consultants bring a reputation for providing outstanding service and building lasting relationships with both clients and candidates.
- **Customized Solutions** - We take the time to become familiar with your organization to ensure that we offer the best solution and not just a single service.
- **People First** - We work closely with you and your candidates through every stage of the recruitment process, creating a welcoming candidate experience and ensuring an effective recruitment outcome.
- **Team Approach** - Our entire consulting group works as a team to leverage their networks to assist with each assignment and give your challenges thorough and creative thinking.

## PROJECT TEAM MEMBERS

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### Greg M. Prothman – Project Manager

Greg offers a unique combination of 20+ years of experience in various functions of government and 25 years of experience in public sector recruitment. Prior to forming GMP Consulting, Greg founded and was the driving force at Prothman Company as its CEO. Prior he was a partner at Waldron & Company. Early in his career Greg served as a police officer for the University of Washington and the City of Renton. He left police work after completing his Master's degree in Public Administration and accepted an administrative position for the City of Des Moines, WA. He was quickly promoted to Assistant City Manager and then City Manager. A Seattle native, Greg completed his BA at Western Washington University and his Master of Public Administration (MPA) degree from the University of Washington. Additionally, he completed the Senior Executives in State and Local Government program at Harvard University. Greg is a volunteer member of Seattle Mountain Rescue and a member of Crystal Mountain Ski Patrol.

### Dave Zabell – Lead Consultant

Dave is the recently retired city manager with the city of Pasco WA (pop. 80,000). During Dave's career he has served as city administrator for the City of Marysville, Public Works Director for the City of Bothell, City Manager for the City of Fife and as Assistant City Manager for the City of Yakima. Dave is a member of the Washington City Managers Association as well as the International City Managers Association and has served as an Executive Committee Member for the Washington Cities Insurance Authority. Dave is recognized as an experienced and innovative municipal manager who understands the critical components of superior service delivery for local government. Dave also brings expertise in public works having served as public works director for the cities of Marysville and Bothell, WA. Dave holds a Master of Public Administration from the University of Washington and a Bachelor of Science in Public Administration from Upper Iowa University.



### **Sarah Marsh – Content Designer**

Sarah brings a background across nonprofit, business, government, and education sectors. She holds an M.B.A in Organizational Behavior & Development from the University of Vermont. She also publishes in the field of American History and is the author of two books honored by the National Council for the Social Studies.

### **Kate Hansen – Recruitment Coordinator**

Kate is a certified Project Management Professional (PMP) with a background in business, nonprofit, and fire administration. She has served as a Public Records Officer as well as a political campaign manager, and brings a distinguishing blend of attention to detail, creativity, and critical thinking. Kate holds a B.A. in Theatre from Chapman University with an emphasis on stage management.

## **WORKPLAN & APPROACH**

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### **INFORMATION GATHERING & RECRUITMENT PROFILE DEVELOPMENT**

#### **Review and Finalize Search Process and Schedule**

We meet with the District to review project needs, process, schedule, and identify the scope of the recruiting market. Our goal is to thoroughly understand your organization, current challenges, timeline, and preferred qualifications for this recruitment.

#### **Develop, Review, and Approve a Detailed Recruitment Profile & Invitation**

We create a custom recruitment profile highlighting the strengths of your job opportunity as well as your unique needs. Examples of prior recruitment profiles are included in this proposal and typically feature:

- Why Apply?
- Community Profile
- The Organization & Position
- The Ideal Candidate / Education & Experience
- Challenges & Opportunities
- Compensation & Benefits
- Resources
- Your Social Media (if applicable)

### **STRATEGIC MARKETING**

**Targeted Recruitments** - Having 20 plus years of designing and implementing national recruitments, GMP Consultants will create and conduct a nationwide recruitment and candidate generation process, employing recruitment strategies designed to encourage competitive applicants from diverse backgrounds and experiences. We will develop a national advertising strategy placing ads in websites, job boards, periodicals, and social media such as LinkedIn.

|  |                                    |                                       |
|--|------------------------------------|---------------------------------------|
| American Public Works Association            | APWA – WA Chapter                  | Washington Association of Sewer       |
| American Water Works Association             | APWA – OR Chapter                  | & Water districts                     |
| Public Works Careers                         | APWA – North California            | Oregon League of Cities               |
| Washington Society of Professional Engineers | APWA – Southern California         | Oregon Association of Water Utilities |
|  | Washington Association of Cities   | Association of Idaho Cities           |
|  | Washington Association of Counties | Careers in Government                 |

**Development of Candidate Database for Direct Mail Invitations** - We will mail approximately 600 to 900 letters of invitation to District engineers and City Engineers in the western United States.



## CANDIDATE SCREENING AND SHORTLIST PRESENTATION

**Candidate Application Materials** - Candidates are asked to submit a cover letter, application, resume, answers to supplemental questions (designed to measure writing and thinking skills) and professional references.

**Selection & Interview of Semifinalists** - We review all candidate application materials and identify 8 to 12 of the most promising semifinalists. We conduct a one-hour interview with each semifinalist and provide written observations.

**Search Work Session** – We meet with you to review semifinalists. Prior to the meeting we send you each applicant’s cover letter, resume, essay questions, the consultant semifinal interview notes, and candidate summary sheet. The District Manager selects the finalist candidates and design the final interviews.

## FINAL INTERVIEWS & SELECTION

**Design and Preparation of Final Interviews** - We help you decide on the structure and schedule of the interviews, including the panel participants and facilitators. We tailor the process to fit your needs and prepare all the candidate materials for the interviews.

**Reference & Background Checks** - We conduct professional reference checks on each candidate, requesting the names of supervisors, subordinates, and peers. Background checks include Education Verification, Criminal History, Driving Record, and Sex Offender Check.

**Candidate Travel** - We help you identify which candidate travel expenses your organization wishes to cover and then work with the candidates to coordinate the most cost-effective travel arrangements.

**Final Interviews & Selection** - The District Manager (and advisory panels if used) interview finalists. We facilitate a debrief with all panel participants. After the debrief, we facilitate the evaluation process, help the decision makers come to consensus, discuss next steps, and organize any additional candidate referencing or research.

**Candidate Appointment** - We facilitate potential contract elements with the District. Once your top candidate has been selected, we will assist as needed with the job offer, contract negotiations, and employment agreement.

## PROFESSIONAL REFERENCES

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**Island County, WA pop. 84,000**  
Catherine Reid, HR Director  
Creid@islandcountywa.gov  
360-240-5584  
*County Administrator*

**City of Lakewood, WA pop. 60,564**  
John Caulfield, City Manager  
jcaulfield@cityoflakewood.us  
253-983-7703  
*City Manager*

**Gunnison County, CO pop. 17,000+**  
Matthew Birnie, County Manager  
MBirnie@gunnisoncounty.org  
970-641-3061  
*County Manager*  
*Chief Financial Officer*  
*Asst. County Manager*

**City of Belgrade, MT pop. 11,075**  
Neil Cardwell, City Manager  
ncardwell@cityofbelgrade.net  
406-388-3760  
*City Manager (2)*  
*Human Resources Director*



## PROFESSIONAL FEE

---

The fee for conducting a General Manager recruitment is \$18,500. The professional fee covers all consultant and staff time required to conduct the recruitment. Professional fees are billed in three equal installments: at the beginning, halfway, and upon completion of the final interviews. The District will be responsible for reimbursing expenses incurred on the District's behalf.

Expenses include:

- Websites, job boards and other advertising (approx. \$1,600 - 1,900)
- Direct mail announcements (approx. \$1,200 - 1,400)
- Consultant travel: Mileage at IRS rate and \$65 per hour
- Background checks (approx. \$170 per candidate)

The District has the right to cancel the search at any time. The District's only responsibility would be the fees and expenses incurred prior to cancellation.

## GUARANTEE & WARRANTY

---

Should the selected candidate leave the employment of the District within the first 12 months of appointment, we will conduct one additional recruitment for the cost of expenses only, if requested to do so within six months of the employee's departure. If the major elements of the process are followed and a candidate is not chosen, we will repeat the recruitment once with no additional professional fee, the only cost to you would be the expenses. If an additional search is needed the expenses may exceed the not to exceed price.

## Public Works Recruitment Clients

**Clackamas River Water District, OR**  
General Manager

**Covington Water District, WA**  
Director of Utility Services

Water Resources Supervisor  
District Engineer  
Assistant Water Resources Mgr.  
Project Engineer

**Cowlitz Sewer Operating Board, WA**  
Superintendent

**Deschutes Valley Water District, OR**  
General Manager

**Holmes Harbor Sewer District, WA**  
General Manager

**Lake Cushman Maintenance Company, WA**  
General Manager

**Lake Whatcom Water & Sewer District, WA**  
General Manager

**Manchester Water District, WA**  
General Manager

**Snoqualmie Pass Utility District, WA**  
General Manager

**Tualatin Valley Irrigation District, OR**  
District Manager

**Tualatin Valley Water District, OR**  
Chief Executive Officer

**Woodinville Water District, WA**  
General Manager (2)

**Sallal Water Association, WA**  
General Manager

**Pacific City Joint Water-Sanitary Authority, OR**  
Authority Manager

**Mason County PUD No.3, WA**  
Engineering Manager

**Skagit County PUD#1, WA**  
General Manager

**Snohomish County PUD, WA**  
Assistant General Manager,  
Customer and Energy Services  
Assistant General Manager

**City of Arlington, WA**  
Utilities Manager

Public Works Director  
**City of Bellevue, WA**  
Assistant Director, Engineering  
Utilities Deputy Director

**City of Kirkland, WA**  
Water Division Manager  
Public Works Director

**City of Lake Oswego, OR**  
Water Treatment Plant Manager



**City of Marysville, WA**

Streets/Surface Water Manager  
Engineering Services Manager  
Public Works Director

**Bonner County, ID**

Staff Engineer

**City of Aberdeen, WA**

Public Works Director

**City of Bainbridge Island, WA**

Engineer  
Project Manager

**City of Battle Ground, WA**

Public Works Director

**City of Bellingham, WA**

City Engineer

**City of Bend, OR**

Fleet Manager

**City of Blaine, WA**

Public Works Director

**City of Bonney Lake, WA**

Public Works Director

**City of Bothell, WA**

Public Works Director

**City of Bozeman, MT**

Public Works Director

**City of Bremerton, WA**

Public Works Director

**City of Carnation, WA**

Public Works Director

**City of College Place, WA**

Public Works Director  
Environmental Systems Manager

**City of DuPont, WA**

Public Works Director

**City of Edgewood, WA**

Engineer  
Public Works Director

**City of Ferndale, WA**

Public Works Director

**City of Fife, WA**

Assistant Public Works Director

**City of Gillette, WY**

Public Works Director

**City of Gunnison, CO**

Public Works Director

**City of Kelso, WA**

Public Works Director

**City of Kemmerer, WY**

Public Works Director

**City of Kenmore, WA**

City Engineer

**City of Kent, WA**

Deputy Director Public Works  
Public Works Operations Manager

**City of Leavenworth, WA**

Public Works Director

**City of Lewiston, ID**

Public Works Director

**City of Lynden, WA**

Public Works Director

**City of Lynnwood, WA**

Public Works Director

**City of Maple Valley, WA**

Public Works

**City of Medina, WA**

Public Works Director

**City of Mountlake Terrace, WA**

Public Works Director

**City of Nampa, ID**

City Engineer

**City of Newcastle, WA**

Public Works Director

**City of Pasco, WA**

Public Works Director

**City of Port Angeles, WA**

Public Works & Utilities Director  
City Engineer  
Light Operations Manager (Electric  
Utility Ops. Mgr.)

**City of Richland, WA**

Transportation Engineer  
Public Works Director

**City of Sammamish, WA**

Senior Transportation Program  
Engineer  
Project Engineer/Drainage  
Senior Project Engineer

**City of Sequim, WA**

Public Works Director

**City of Shelton, WA**

Public Works Director

**City of Shoreline, WA**

Public Works Director  
City Engineer

**City of Snohomish, WA**

City Engineer  
Public Works Utilities Manager

**City of Spokane Valley, WA**

City Engineer  
Public Works Director

**City of Tacoma, WA**

Public Works Director

**City of Troutdale, OR**

Public Works Director

**City of Tukwila, WA**

Public Works Director

**City of Walla Walla, WA**

Public Works Director

**City of Warrenton, OR**

Public Works Director

**City of White Salmon, WA**

Public Works Operations Manager

**City of Woodburn, OR**

Public Works Director

**City of Woodland, WA**

Public Works Director

**Clark County, WA**

Deputy Public Works Director

**Chelan County PUD, WA**

Procurement and Contracting  
Manager

**Columbia County, WA**

Public Works Director/County  
Engineer

**Grant County, WA**

Public Works Director  
County Engineer

**Gunnison County, CO**

Asst. County Mgr. for Public Works

**Island County, WA**

Engineering Manager

**Jefferson County, OR**

Buildings and Grounds Director

**Jefferson County, OR**

Public Works Director

**Jefferson County PUD No.1, WA**

Electrical Engineer

**Lewis County, WA**

Public Works Director/County  
Engineer

**Mason County, WA**

Public Works Director

**Park City, UT**

City Engineer

**Pend Oreille County, WA**

Public Works Director

**San Juan County, WA**

Public Works Director

**Skagit County, WA**

Assistant County Engineer  
Public Works Director

**Snohomish County, WA**

Surface Water Management Utility  
Director



## **WORK SAMPLES: POSITION PROFILE AND INVITATION TO APPLY LETTER**

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(Attached). Additional samples available at [gmphr.com](http://gmphr.com).





# **GENERAL MANAGER**

## **WOODINVILLE WATER DISTRICT**







# THE COMMUNITY

Located thirty minutes northeast of Seattle, the Woodinville Water District serves a population of 50,000 across 30 square miles in the City of Woodinville, portions of the Cities of Bothell, Kirkland, and Redmond, as well as parts of unincorporated King County and Snohomish County.

The majority of the district is comprised of the City of Woodinville and the communities of Cottage Lake and Hollywood Hill. Located in the picturesque Sammamish River Valley, this area provides a unique blend of local charm and regional draw within proximity of bigger metropolitan areas like Seattle, Bellevue, Redmond, Kirkland, and Everett.

The Woodinville area has become a world-renowned winery destination and is home to over 100 wineries, cideries, and distilleries offering tours and tastings. As a popular getaway, the area has grown to include numerous restaurants, bed & breakfasts, spa facilities, cooking schools, and even hot air balloon rides. Chateau Ste. Michelle—Washington's oldest winery—hosts an annual summer concert series featuring legendary artists such as James Taylor, Stevie Wonder, The Beach Boys, and Bonnie Raitt.

Due to its exceptional quality of life, the Woodinville area is in high demand with families and professionals alike. Residents appreciate the small-town feel, desirable schools, numerous parks and activities, and a variety of housing options that include spacious established neighborhoods and urban-style mixed-use apartment communities. Numerous farmlands surround the area, supporting a robust farm-to-table culture and maintaining a rural feel.

Woodinville's vibrant and rapidly growing downtown offers a multitude of amenities from mom-and-pop shops to big-box retailers to the state's largest nursery—the iconic Molbak's Garden + Home. There is easy access to local highways and numerous corporate headquarters, including Microsoft, Amazon, Starbucks, T-Mobile, Nintendo and Costco. Commercial air travel is available 14 miles away at Paine Field Airport or 27 miles away at Seattle-Tacoma International Airport.

## Why Apply?

This is a prestigious opportunity for an experienced, innovative, and passionate leader to make a difference in an acclaimed area of Puget Sound. Woodinville Water District is regarded as a leader in the industry and has a stable and professional staff and Board of Directors. If you are looking for a challenging and rewarding career opportunity with a family-oriented organization, this might be the right opportunity for you.





# THE WOODINVILLE WATER DISTRICT

Established in 1959, the Woodinville Water District (formerly King County Water District 104) is a municipal corporation of King County, Washington. The District is governed by a five-member Board of Commissioners elected to six-year terms. The Board represents the District in communicating perspectives on regional partnerships and issues of importance to the District, while also addressing the concerns of customers. The Board is supported by a General Manager and staff of 37 full-time employees in Administration, Operations, IT, Engineering, and Finance. The District operates with a 2023 budget of \$23.9 million.

The Woodinville Water District is the tenth largest water and sewer district in Washington state, serving approximately 50,000 residents including 14,754 water customers and 3,468 sewer customers across 30 square miles. The District provides water and sewer services to customers in the entire City of Woodinville, portions of the Cities of Bothell, Kirkland, and Redmond, as well as parts of unincorporated King County and Snohomish County. It anticipates a continued level of new utility connections at approximately 0.5% for each year in the 2023 – 2024 budget cycle with over 18,222 water and sewer accounts by the end of 2024.

The Woodinville Water District purchases its treated potable water from Seattle Public Utilities (SPU). This water source comes from SPU owned reservoirs in the Cascade Mountains. Sewage treatment is provided by King County.







# MISSION

The mission of the Woodinville Water District is to provide safe and reliable service at the lowest responsible rates.

## GOALS

In pursuing this mission, the District's goals are:

- Educate customers in the efficient use of water and safe disposal of wastewater.
- Provide potable drinking water at flows and pressures, as required by law, to all customers of the District.
- Provide sanitary sewer service to all customers requesting service of the District who are located within the Urban Growth Area (UGA) as established by King County.
- To recognize that the District's function is not to plan land uses within its boundary, but to respond to land uses planned for the community by the proper authority.

## THE CURRENT SYSTEM

- Has approximately 265 miles of water pipe in the ground.
- The water main network is relatively new with a majority of the water mains having been constructed in the 1970's.
- The District has eight steel storage reservoirs, holding a total of just under 15 million gallons of water, and ranging in size from 1.1 million gallons to 2.8 million gallons. Reservoirs are all relatively new and were built between 1972 and 1998.
- The District has 4 water booster pump stations, 2,690 fire hydrants, 19,000 valves and 45 pressure reducing stations.
- All water is purchased from Seattle Public Utilities (SPU). The water comes from the Tolt River Reservoir, but Seattle has the ability to switch to the Cedar River Reservoir during times of construction or emergency. There are 9 taps from SPU.
- WWD sewer system was constructed beginning in 1969 and includes 54 miles of pipe. The District has three siphons under the Sammamish Slough, and three lift stations.





View job  
description  
[here](#)

# THE GENERAL MANAGER

Reporting to the Board of Commissioners, the General Manager leads, directs, and manages the overall operation of the District to ensure compliance with State statutes, District goals and policies, and applicable governmental regulations. The District management team includes the Administrative Services & Communications Manager, Operations & Maintenance Manager, District Engineer, Finance Manager, IT Manager, and Utility Services Manager. The General Manager also works with and coordinates specialized services provided by external consultants such as District Legal Counsel, human resources, engineering, organizational development, and other specialized consulting resources. Ideal candidate traits include:

- The ability and passion to be an enthusiastic and inspirational leader who takes ownership and sees the whole District as one team.
- Brings the Board alternatives and recommendations needed to make quality policy decisions. Supports the Board as the District's policy leaders and follows through with implementing Board directives in a timely manner.
- A self-starter who takes the initiative to develop productive Board agendas and works closely with the Board President to ensure a focus on relevant policy issues.
- The ability to continue building a positive culture of respect and accountability. The new General Manager should be seen by staff as a progressive and fair manager supporting high expectations and accountability. Attention to succession planning and support of a flexible work environment for District employees will prepare the District to meet its goals into the future.
- Understanding the financial, operations, and technical aspects of the utility systems, in addition to being an excellent manager of people. The ability to effectively work with and utilize expert resources of District staff and consultants.
- Has conflict resolution skills, is a mentor to senior staff, and recognizes when "silos" are developing and works with the management team to reduce those barriers.
- A champion of exceptional customer service who focuses management and frontline staff on improved service objectives.
- Ability to build relationships with regional service providers and has experience working with local city planning and building departments to ensure the District has input into development applications at early stages.
- Knowledgeable of local, state and federal regulations and mandates affecting the operation of municipal entities, especially water-sewer districts in Washington State.
- Keeps abreast of the future of water and wastewater trends, ensuring the District is prepared for changes.
- Ability to build and execute effectively utilities strategic plans to meet the District Mission and Vision.
- Fluent in current computer and IT skills.

# EDUCATION & EXPERIENCE

A minimum of a bachelor's degree in Business Administration, Public Administration, Engineering or related field with (5) years of progressive experience in the supervision or management of a water and sewer district or public utility is required. A master's degree in the above-mentioned fields is preferred.

Or an equivalent combination of education and experience which provides the applicant with the qualifications required to perform the job.

Professional accreditation such as a P.E. license or Water District Manager IV certification are desirable but not a requirement of the position.

*"Woodinville Water District strives to be a diverse workforce that is representative of the community we serve. We believe diversity and inclusion among our teammates is critical to the success of our District operations. We value a variety of perspectives and life experiences and encourage people of all backgrounds to apply."*

# OPPORTUNITIES & CHALLENGES

## 1) Succession Planning

Some of the management and operations staff are near retirement and succession planning will be necessary as well as retaining institutional knowledge.

## 2) High Growth Area

It will be important to work with regional municipalities to ensure the District has active involvement at the beginning of development planning.

## 3) District Culture

The Board has a high interest in a manager who is experienced in promoting an organizational culture that is respectful, efficient, effective, and service-oriented.

# COMPENSATION & BENEFITS

Woodinville Water District is offering a salary range of \$225,000 to \$275,000 for this position, dependent upon experience and qualifications, along with a comprehensive [benefits](#) package.

# RESOURCES

[Woodinville Water District](#)

[2023-2024 Biennial Budget](#)

[Org Chart](#)

[Service Area Map](#)

[Visit Woodinville](#)



# TO APPLY

Apply Online: [gmphr.com](https://gmphr.com)

First Review: **May 22, 2023**

More Info: Mark Bethune, GMP Consultants  
[Mark@gmphr.com](mailto:Mark@gmphr.com) / (425) 894-8097







# ASSISTANT COUNTY MANAGER FOR PUBLIC WORKS

Gunnison County, CO

\$118,529 to \$167,657 DOQ

First Review: March 27, 2022

Dear Colleague,

GMP Consultants is assisting Gunnison County in finding an **Assistant County Manager For Public Works**. Perhaps this is the right time in your career to consider this exciting opportunity. If not, would you please pass this on to other public works professionals who may be interested?

Thank you for your consideration and help,

Greg M. Prothman  
GMP Consultants







## THE DEPARTMENT

Gunnison County is responsible for 850 miles of county, forest service, and BLM roads, as well the snow plowing of approximately 215 miles of roads. The Public Works department has an operating budget of \$12 million with a team of 45 full-time employees. Services include:

- Road & Bridge Construction & Maintenance (including trails)
- Solid Waste (Landfill and Recycling Center)
- Water Treatment and Distribution
- Wastewater Collection (5 systems)
- Fleet Facility
- Noxious Weed Management
- Transportation-Related Activities



In 2018, 2019, 2020 & 2021 the International City/County Management Association (ICMA) recognized Gunnison County, CO for its commitment to data-driven government management and reporting with a Certificate of Excellence in Performance Management.

## THE POSITION

**The Assistant County Manager for Public Works** is one of three new collaborative Assistant County Manager positions recently created to enhance and distribute executive oversight across Gunnison County. The goal of these positions is to increase organizational resilience and ability to quickly adapt to change or a crisis, such as COVID. This position works under the broad policy guidance and direction of the County Manager.

## THE IDEAL CANDIDATE

Gunnison County seeks an experienced and engaging leader who can work effectively with employees across the organization. The ideal candidate is an adaptive problem solver with experience developing and motivating employees in the pursuit of County goals and initiatives. This person will be a skilled communicator and relationship builder who understands the importance of customer service — including within the organization.

The successful candidate will need strong technical knowledge; a comprehensive understanding of federal, state, and local laws, regulations, codes, and statutes; and experience developing long-range plans for robust infrastructure and maintenance programs in a mountain environment.

Full job description available online at [www.gmphr.com](http://www.gmphr.com).

## TO APPLY

Learn more at  
[www.gmphr.com](http://www.gmphr.com)

First Review: **March 27, 2022**

For more information:

**Greg M. Prothman**  
GMP Consultants  
[greg@GMPHr.com](mailto:greg@GMPHr.com)  
206-714-9499





**AGENDA  
BILL  
Item 6.D**

**Mandatory Vaccination of District  
Staff, Volunteers and On-site  
Contractors Policy Discussion**

|                            |  |  |  |
|----------------------------|--|--|--|
| DATE SUBMITTED:            | May 11, 2023                           | MEETING DATE:  | May 31, 2023   |
| TO: BOARD OF COMMISSIONERS |  | FROM: Justin Clary, General Manager                  |  |
| GENERAL MANAGER APPROVAL   |  |  |  |
| ATTACHED DOCUMENTS         |  | 1. Resolution No. 877                                |  |
| TYPE OF ACTION REQUESTED   | RESOLUTION<br><input type="checkbox"/> | FORMAL ACTION/<br>MOTION<br><input type="checkbox"/> | INFORMATIONAL<br>/OTHER<br><input checked="" type="checkbox"/> |

**BACKGROUND / EXPLANATION OF IMPACT**

On February 29, 2020, Governor Inslee issued Proclamation No. 20-05, declaring a state of emergency throughout Washington State as a result of the COVID-19 pandemic. On August 9, 2021, Governor Inslee issued Proclamation No. 21.14, mandating that all State employees become fully vaccinated from COVID-19 by October 18, 2021, unless they qualified for a bona fide medical or religious exemption. Following this proclamation, many local governments (including the City of Bellingham) implemented mandatory vaccination policy for their staff.

The Board discussed adoption of a mandatory vaccination policy during its September 8 and 29, 2021, meetings, ultimately adopting Resolution No. 877 mandating COVID-19 vaccinations for District staff, volunteers, and on-site contractors during a regularly scheduled meeting of the board on October 13, 2021.

Recognizing that on May 5, 2023, the World Health Organization determined that “COVID-19 is now an established and ongoing health issue which no longer constitutes a public health emergency of international concern,” Governor Inslee rescinded COVID-19 vaccine requirements for Washington State employees on May 10. With most governmental agencies rescinding vaccination requirements, the board has requested formal review of the District’s associated policy.

**FISCAL IMPACT**

No fiscal impacts are anticipated.

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

Enterprise Resiliency

**RECOMMENDED BOARD ACTION**

Staff recommends repeal of the vaccination mandate. Staff requests direction regarding whether to draft a resolution for board consideration repealing the current mandate.

**PROPOSED MOTION**

Not applicable.



**LAKE WHATCOM WATER AND SEWER DISTRICT  
RESOLUTION NO. 877**

**A Resolution of the Board of Commissioners  
Requiring COVID-19 Vaccinations for District Employees,  
Volunteers, and On-site Indoor Contractors**

**WHEREAS**, on February 29, 2020, the Governor of the State of Washington proclaimed that a State of Emergency exists in all counties of the State of Washington due to the outbreak of novel coronavirus (COVID-19); and

**WHEREAS**, on March 10, 2020, the Whatcom County Executive, in coordination with the Whatcom County Health Board, declared a Whatcom County public health emergency to reduce the spread of COVID-19 in the community; and

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

**WHEREAS**, on March 25, 2020, the District Board of Commissioners ("Board") adopted Resolution No. 863, declaring a local emergency related to the COVID-19 pandemic; and

**WHEREAS**, in response to the rapidly evolving situation in Whatcom County, the Whatcom County Health Officer issued recommendations to slow the spread of COVID-19; and

**WHEREAS**, the District has implemented measures within District operations, services, and facilities to follow the recommendations of the Whatcom County Health Department; and

**WHEREAS**, COVID-19 is a threat to life and public health and demands ongoing and further emergency action; and

**WHEREAS**, the World Health Organization ("WHO") has declared that COVID-19 disease is a global pandemic, which is particularly severe in high risk populations such as people with underlying medical conditions and the elderly, and the WHO has raised the health emergency to the highest level requiring dramatic interventions to disrupt the spread of this disease; and

**WHEREAS**, on March 13, 2020, the President of the United States declared a national emergency to allow the government to marshal additional resources to combat the virus; and

**WHEREAS**, after months of improving COVID-19 epidemiological conditions in Washington State and Whatcom County, the emergence of highly contagious COVID-19 variants, including the "delta variant" that is at least twice as transmissible as the virus that emerged in late 2019, coupled with the continued significant numbers of unvaccinated people, have caused COVID-19

cases and hospitalizations to rise sharply among unvaccinated populations across the country and have resulted in breakthrough infections in some fully vaccinated individuals; and

**WHEREAS**, COVID-19 vaccines are effective in reducing serious disease and hospitalizations; and

**WHEREAS**, widespread vaccination is the primary means available to the District to protect its employees and the public, including persons who cannot be vaccinated for medical reasons, youth who are not eligible to receive a vaccine, immunocompromised individuals, and vulnerable persons; and

**WHEREAS**, the United States Centers for Disease Control and Prevention (“CDC”) continues to rate Whatcom County at a “High” level of COVID-19 transmission despite numerous public health measures such as mask wearing and social distancing; and

**WHEREAS**, COVID-19 vaccinations have been available in Whatcom County for certain priority groups since December 2020, and for those over the age of 16 since April 2021, and for those over the age of 12 since May 2021, and have been free of charge and widely available; and

**WHEREAS**, all three COVID-19 vaccinations available in the United States, Pfizer, Moderna, and Janssen (Johnson & Johnson), have proven safe and effective at reducing the risk of contracting the virus, severe illness, hospitalization, and death; and

**WHEREAS**, on July 6, 2021, the Office of Legal Counsel of the United States Department of Justice issued a legal opinion stating that federal and state governments were not prohibited by federal law from imposing vaccination mandates, even when the only vaccines available were those authorized under United State Food and Drug Administration (“FDA”) Emergency Use Authorizations; and

**WHEREAS**, the Pfizer vaccine received full FDA approval for use in the United States on August 23, 2021; and

**WHEREAS**, on August 9, 2021, the Governor of the State of Washington issued Proclamation 21-14 requiring all employees, on-site independent contractors, volunteers, goods and services providers, and appointees of designated state agencies to be fully vaccinated against COVID-19 on or before October 18, 2021, and encouraged local governments to adopt a vaccine mandate; and

**WHEREAS**, on September 9, 2021, the President of the United States issued two executive orders requiring that all federal employees and contractors be vaccinated, and directed the Department of Labor’s Occupational Safety and Health Administration (“OSHA”) to draft a rule requiring all employers with more than 100 employees to mandate vaccination against COVID-19 or conduct weekly testing of unvaccinated employees; and

**WHEREAS**, the President of the United States has encouraged private employers and local governments to adopt vaccine mandates; and

**WHEREAS**, it is the duty of every employer to protect the health and safety of employees by establishing and maintaining a healthy and safe work environment and by requiring all employees to comply with health and safety measures; and

**WHEREAS**, District employees, volunteers, and on-site indoor contractors provide services to and interact with each other and the public; and

**WHEREAS**, Revised Code of Washington ("RCW") Section 57.08.005 grants powers to the District to employ persons and to contract for provision of services as are necessary to carry out the District's purposes; and

**WHEREAS**, the District's authority to establish conditions of employment and contract terms for services is "necessary or fairly implied in or incident to the powers expressly granted" in RCW 57.08.005; and

**WHEREAS**, the operation of utilities is a proprietary function of government, allowing for a broader construction of District powers consistent with its statutory purposes; and

**WHEREAS**, adoption and implementation of a vaccine mandate for all District employees, volunteers, and on-site indoor contractors is not contrary to any express statutory or constitutional provision; and

**WHEREAS**, District Resolution No. 863 declaring a local emergency related to the COVID-19 pandemic remains in effect; and

**WHEREAS**, to preserve and protect the health and safety of District employees and the public during the COVID-19 pandemic, the Board has made the policy decision to require all employees, volunteers, and on-site indoor contractors (defined below) to be vaccinated; and

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

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

**Section 1. Mandatory COVID-19 Vaccination for All District Employees, Volunteers, and On-site Indoor Contractors.**

- A. All District employees are required to be fully vaccinated against the COVID-19 virus as a condition of employment no later than December 27, 2021. All volunteers and on-site indoor contractors (defined below) are required to be fully vaccinated against the COVID-19 virus by December 27, 2021, in order to perform work for the District. Fully vaccinated means two weeks after the second dose of the Pfizer or Moderna vaccine or two weeks after the single dose of Johnson & Johnson's Janssen vaccine. Employees

seeking reasonable accommodations for legitimate medical reasons or sincerely held religious beliefs may apply for an accommodation no later than close of business on November 5, 2021. Requests for reasonable accommodations will be evaluated on an individualized basis.

- B. An on-site indoor contractor is an entity, including its employees and subcontractors and their employees, that performs on-site indoor work inside District-owned or leased facilities pursuant to a contract with the District ("Contractor"). This Resolution applies only to such work performed pursuant to a contract entered into after the Effective Date hereof. Contractors who are subject to this Resolution shall assume responsibility for the vaccination verification and accommodations requirements in this Resolution. The Contractor is prohibited from engaging in such work for the District and prohibited from permitting such employees to engage in such work for them, unless the following requirements are met by December 27, 2021:
- The Contractor must obtain a copy of or visually observe proof of full vaccination against COVID-19 for every current employee who performs on-site indoor work inside District-owned or leased facilities;
  - The Contractor must obtain a copy of or visually observe proof of full vaccination against COVID-19 for every employee hired after December 27, 2021, who will perform on-site indoor work in District-owned or leased facilities;
  - The Contractor must follow applicable requirements for granting disability or religious accommodations to its current and future employees;
  - By December 27, 2021, the Contractor must submit to the District a signed declaration in substantially the form prescribed in Revised Code of Washington Section 5.50.050 declaring that the Contractor has met the above requirements;
  - The Contractor must submit additional signed declarations upon the request of and by the date designated by the District.

**Section 2. Collective Bargaining.** The District will comply with its collective bargaining obligations for represented employees regarding impacts of this Resolution.

**Section 3. Acceptable Proof of Full Vaccination Against COVID-19.** District employees and volunteers shall provide proof of full vaccination against COVID-19 to the General Manager no later than the close of business on December 27, 2021. Acceptable proof is:

- A. CDC COVID-19 Vaccination Record Card, or photo or copy of the card;
- B. Documentation of vaccination from a health care provider or electronic health record;
- C. Washington State immunization information system record; or
- D. For an individual who was vaccinated outside of the United States, a reasonable equivalent of any of the above.

**Section 4. Severability.** If any section, subsection, sentence, clause or phrase of this Resolution is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this Resolution. The Board of Commissioners hereby declare that it

would have passed this Resolution and each section, subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases has been declared invalid or unconstitutional, and if, for any reason, this Resolution should be declared invalid or unconstitutional, then the original resolution or resolutions shall be in full force and effect.

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

**ADOPTED** by the Board of Commissioners of Lake Whatcom Water and Sewer District, Whatcom County, Washington, at a regular meeting thereof, on the 13<sup>th</sup> day of October, 2021.



Laura Abele, President, Board of Commissioners

Attest:



Rachael Hope, Recording Secretary

Approved as to form:




Robert Carmichael, Attorney for the District



**AGENDA  
BILL  
Item 6.E**

**Sewer Lift Station Renovation  
Program Presentation**

|                            |  |  |  |
|----------------------------|--|--|--|
| DATE SUBMITTED:            | May 11, 2023   | MEETING DATE:  | May 31, 2023   |
| TO: BOARD OF COMMISSIONERS | FROM: Justin Clary, General Manager  |  |  |
| GENERAL MANAGER APPROVAL   |  |  |  |
| ATTACHED DOCUMENTS         | 1. Sewer Lift Station Renovation Program Summary                                   |  |  |
| TYPE OF ACTION REQUESTED   | RESOLUTION<br><input type="checkbox"/>   | FORMAL ACTION/<br>MOTION<br><input type="checkbox"/> | INFORMATIONAL<br>/OTHER<br><input checked="" type="checkbox"/> |

**BACKGROUND / EXPLANATION OF IMPACT**

The Lake Whatcom Water and Sewer District (District) owns and operates a sewer collection and conveyance system serving the Sudden Valley and Geneva communities, as well as much of the north shore of Lake Whatcom. The system is comprised of approximately 75 miles of sewer mains supported by 27 sewer lift stations that pump wastewater generated by District customers out of the Lake Whatcom watershed to the City of Bellingham's (City) sewer conveyance system for treatment at the City's Post Point wastewater treatment plant.

Much of the sewer system was constructed in the 1970s. While significant operational life of much of the sewer mains remains, the operational life of lift stations is much shorter (approximately 25-30 years). As the lives of the original lift stations began expiring in the late-1990s, the District began planning for systematic renovation of its lift stations. Since the first renovation was completed in 2000, the District has expended significant resources in the renovation of its lift stations, averaging 1-2 improvement projects per year. The District is now approaching the tail end of the first round of renovations (only a few of the original lift stations remain for improvements). District staff will provide a presentation on the District's lift station renovation program, including anticipated next steps.

**FISCAL IMPACT**

None.

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

Product Quality  
Customer Satisfaction  
Financial Viability  
Infrastructure Strategy & Performance

**RECOMMENDED BOARD ACTION**

None.

**PROPOSED MOTION**

Not applicable.

**Sanitary Sewer Lift Station Renovation Program  
Lake Whatcom Water and Sewer District**

| Lift Station |                   |                                |                   | Installed/<br>Renovated | Scheduled<br>Renovation | Critical Area <sup>1</sup>      | Shoreline <sup>2</sup> | Adjacent<br>Water Body | Zoning |
|--------------|-------------------|--------------------------------|-------------------|-------------------------|-------------------------|---------------------------------|------------------------|------------------------|--------|
| ID           | Name              | Location                       | Parcel No.        |                         |                         |                                 |                        |                        |        |
| SPEUC        | Euclid            | 1570 Euclid Ave                | 3803272601200000  | 1998                    | 2023                    | Yes (HCA 1b)                    | Yes (residential)      | Lake Whatcom           | ROS    |
| SPROC        | Rocky Ridge       | 2526 Lake Whatcom Blvd         | 3804310931000000  | 1979                    | 2024                    | No                              | Yes (residential)      | Lake Whatcom           | RR2    |
| SPLAK        | Lakewood          | 2460 Lake Whatcom Blvd         | 3704064194220000  | 1974                    | 2024                    | Yes (FFA)                       | Yes (residential)      | Lake Whatcom           | RR2    |
| APAGA        | Agate Bay         | Adj to 2516 Northshore Rd      | County ROW        | 1977                    | 2027                    | Yes (GHA 3, WPZ)                | Yes (residential)      | Lake Whatcom           | NA     |
| SPSUD-DW     | SV Dry Well Side  | 2018 Lake Whatcom Blvd         | County ROW        | 1971                    | 2028+                   | No                              | No                     | NA                     | NA     |
| SPCAM        | Camp Firwood      | 1740 Lake Whatcom Blvd         | 3704084903720000  | 1980                    | 2028+                   | No                              | Yes (conservancy)      | Lake Whatcom           | R5A    |
| SPLOU        | Lake Louise       | Adj to 4 Whispering Cedars     | 3704081232120000  | 2000                    | 2028+                   | Yes (wetland, GHA 3)            | Yes (residential)      | Lake Louise            | RR3    |
| SPLOW        | Lowe Street       | Adj to 1501 Lowe Ave           | County ROW        | 2000                    | 2028+                   | No                              | No                     | NA                     | NA     |
| SPBEA        | Beaver            | 2271 Lake Louise Rd            | 3703011722830000  | 2003                    | 2028+                   | No                              | No                     | NA                     | RF     |
| SPFLA        | Flat Car          | 2800 Lake Louise Rd            | 37040783823790000 | 2003                    | 2028+                   | Yes (FFA, GHA 3, HCA 1b, HCA 3) | No                     | NA                     | R5A    |
| SPSUD-WW     | SV Wet Well Side  | 2018 Lake Whatcom Blvd         | County ROW        | 2003                    | 2028+                   | No                              | No                     | NA                     | NA     |
| SPMAR        | Marina            | Adj to 8 Inlet Circle          | 3704051482320000  | 2005                    | 2028+                   | No                              | Yes (residential)      | Lake Whatcom           | RR3    |
| SPAIR        | Airport           | 2410 Lake Whatcom Blvd         | County ROW        | 2007                    | 2028+                   | No                              | No                     | NA                     | R5A    |
| SPAUS        | Austin            | Adj to 10 Acorn Pl             | 3704080194450000  | 2007                    | 2028+                   | Yes (FFA, HCA 1b)               | No                     | NA                     | RR3    |
| SPPLU        | Plum              | 12 Autumn Vista Pl             | 3704062065610000  | 2007                    | 2028+                   | No                              | No                     | NA                     | RR3    |
| SPSTC        | Strawberry Canyon | Adj to 14 Strawberry Canyon Ct | 3704062712260000  | 2007                    | 2028+                   | No                              | No                     | NA                     | RR3    |
| SPNOR        | North Point       | Adj to 12 Clear Lake Ct        | 3704050254280000  | 2009                    | 2028+                   | No                              | Yes (residential)      | Lake Whatcom           | RR3    |
| SPTOM        | Tomb              | 16 Spinnaker Ln                | 304051841830000   | 2010                    | 2028+                   | Yes (FFA)                       | Yes (urban)            | Lake Whatcom           | RR3    |
| SPAFT        | Afternoon Beach   | Morning Beach Dr               | 3704053700180000  | 2011                    | 2028+                   | Yes (GHA 3, WPZ)                | Yes (residential)      | Lake Whatcom           | R5A    |
| SPCAB        | Cable             | Adj to 2897 Lake Whatcom Blvd  | County ROW        | 2011                    | 2028+                   | No                              | Yes (residential)      | Lake Whatcom           | NA     |
| SPRAN        | Ranch House       | 3 Marigold Dr                  | 3704083184570000  | 2011                    | 2028+                   | Yes (wetland, GHA 3)            | Yes (residential)      | Lake Louise            | STC    |
| SPBOU        | Boulevard         | 2582 Lake Whatcom Blvd         | 3803364481910000  | 2014                    | 2028+                   | No                              | Yes (residential)      | Lake Whatcom           | RR2    |
| SPSTP        | Strawberry Point  | Adj to 2642 Lake Whatcom Blvd  | 3803350000044120  | 2016                    | 2028+                   | Yes (HCA 1b, HCA 3)             | Yes (residential)      | Lake Whatcom           | R5A    |
| SPPAR        | Par               | Adj to 20 Par Ln               | 3704082055100000  | 2018                    | 2028+                   | Yes (GHA 3)                     | No                     | NA                     | R5A    |
| SPGEN        | Geneva            | Adj to 1543 Geneva St          | County ROW        | 2019                    | 2028+                   | Yes (WPZ)                       | Yes (residential)      | Lake Whatcom           | NA     |
| SPCOU        | Country Club      | 2 Marigold Dr                  | 3704082013760000  | 2019                    | Removed                 | Yes (GHA 3)                     | No                     | NA                     | R5A    |
| SPDEDG       | Edgewater         | 1729 Edgewater Ln              | 3803260454040000  | 2021                    | 2028+                   | No                              | Yes (residential)      | Lake Whatcom           | R5A    |
| SPDEL        | Dellesta          | 2120 Dellesta Dr               | 3803264441460000  | 2021                    | 2028+                   | Yes (WPZ)                       | Yes (residential)      | Lake Whatcom           | R5A    |

<sup>1</sup> ( ) denotes specific critical area designation(s)

<sup>2</sup> ( ) denotes specific shoreline master program designation

NA - not applicable

Critical Area Designation:

FFA - frequently flooded area - inundated by 100-year flood event

GHA 3 - geologically hazardous area - alluvial fan hazard

HCA 1b - habitat conservation area - other fish bearing streams (current known distribution)

HCA 3 - habitat conservation area - habitats and areas associated with State Priority Species

WPZ - critical aquifer recharge area - wellhead protection zone

Whatcom County Code Title 20 Zoning Designation:

RF - Rural Forestry

ROS - Recreation Open Space

RR2 - Rural Residential-2 units/acre

RR3 - Rural Residential-3 units/acre

R5A - Rural-1 Unit/5 Acres


STC - Small Town Commercial





**AGENDA  
BILL  
Item 8.A**

**General Manager's  
Report**

|                            |  |  |  |
|----------------------------|--|--|--|
| DATE SUBMITTED:            | May 25, 2023   | MEETING DATE:  | May 31, 2023   |
| TO: BOARD OF COMMISSIONERS | FROM: Justin Clary, General Manager  |  |  |
| GENERAL MANAGER APPROVAL   |  |  |  |
| ATTACHED DOCUMENTS         | 1. General Manager's Report  |  |  |
| TYPE OF ACTION REQUESTED   | RESOLUTION<br><input type="checkbox"/>   | FORMAL ACTION/<br>MOTION<br><input type="checkbox"/> | INFORMATIONAL<br>/OTHER<br><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, May 31, 2023 – 8:00 a.m.

### Important Upcoming Dates

| Lake Whatcom Water & Sewer District                    |                   |            |  |
|--|-------------------|------------|--|
| Regular Board Meeting                                  | Wed Jun 14, 2023  | 6:30 p.m.  | Board Room/Hybrid  |
| Employee Staff Meeting                                 | Thu Jun 15, 2023  | 8:00 a.m.  | Board Room/Hybrid<br>Commissioner Ford to attend               |
| Investment Comm. Meeting                               | Wed Jul 26, 2023  | 10:00 a.m. | Board Room/Hybrid  |
| Safety Committee Meeting                               | Wed June 22, 2023 | 8:00 a.m.  | Board Room/Hybrid  |
| Lake Whatcom Management Program                        |                   |            |  |
| Policy Group Meeting                                   | Wed Sep 6, 2023   | 3:00 p.m.  | City of Bellingham Fireplace Room<br>625 Halleck Street/Hybrid |
| Joint Councils Meeting                                 | March 2024        | TBD        | TBD  |
| Other Meetings   |                   |            |  |
| WASWD Section III Meeting                              | Tue Jun 13, 2023  | 6:00 p.m.  | Bob's Burgers<br>8822 Quil Ceda Pkwy, Tulalip, WA              |
| Whatcom Water Districts<br>Caucus Meeting              | Wed Jun 21, 2023  | 2:00 p.m.  | Remote Attendance  |
| Whatcom County Council of<br>Governments Board Meeting | Wed Oct 11, 2022  | 3:00 p.m.  | Council of Governments Offices<br>314 E Champion Street/Hybrid |

### Committee Meeting Reports

#### Safety Committee:

- The Safety Committee met on May 25. Discussion included SCBA training (scheduled for June 28), annual hearing program testing results, findings of safety inspections conducted over the past month, and safety program review.

#### Investment Committee:

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

### Upcoming Board Meeting Topics

- Division 7 Reservoir Replacement project Public Works Board loan application submittal authorization
- PFAS regulation overview presentation
- Division 30 water booster/Sudden Valley sewer lift station PLC replacement contract award
- Cash handling elimination policy discussion
- Utility bill payment period policy discussion
- 2023-24 Budget Amendment No. 1 adoption

## 2023 Initiatives Status

### Administration and Operations

#### Performance Management

- Explore various approaches to performance management (PerformanceStat, Lean/Six Sigma, etc.) for implementation in coming years (Six-Year Strategic Business Plan goal).  
*J Clary is in the process of conducting calls with other local government managers that have implemented performance management processes to gain lessons learned prior to initiating the District's analysis.*

#### Operations Manager Support

- To facilitate the success of Jason Dahlstrom in his new role as O&M Manager, devote more time to coordinating and assisting Mr. Dahlstrom than has been recently provided to this position.  
*Monthly one-on-one check-in meetings are scheduled throughout 2023; attended the Evergreen Rural Water Assoc. annual conference; registered to participate in the NW Public Works Institution program; approval granted to pursue personnel management training through the APWA emerging leaders academy.*

#### Records Management System Overhaul

- Implement new records management system (Six-Year Strategic Business Plan goal).  
*The District contracted with an enterprise content management (ECM) expert that identified the most-applicable records management system for the District. Executed interlocal agreement for purchase of preferred system WISPC; procurement is proceeding.*

#### Safety Program Update

- Continue systematic review and revision of District's safety programs by updating eight programs in 2023.  
*The safety committee has finalized updates to three (3) programs (hand & power tools, flagging & traffic control, and securing loads program) and is reviewing the accident/incident investigation program.*

#### Capital Improvement Program Support

- Support the Engineering Department through management of specific capital improvement project(s).  
*Due to workload issues within the Engineering Department, the general manager has taken on a support role (either in the form of project manager or providing technical support) for several District capital improvement projects.*

### Emergency Response/System Security

#### Emergency Readiness

- Continue use of Whatcom County Department of Emergency Management services to hold tabletop and/or field emergency response field exercises.  
*A field exercise was conducted May 17 (facilitated by Whatcom County personnel).*

#### Cybersecurity Assessment

- Hire an IT-service provider to perform a third-party assessment of the District's vulnerability to cybercriminal attack.

*A USEPA-provided confidential cybersecurity assessment of the District's systems was completed in 2022; implementation of recommendations from that assessment is underway. A third-party consultant will then be hired to complete a vulnerability assessment following implementation of the 2022 assessment recommendations.*

#### Business Continuity Plan

- Develop a District-specific business continuity plan following FEMA guidance that leads District transition from emergency response (District Emergency Response Plan) to return to normal operation following a disruptive event.

*A draft of the plan is under preparation.*

### **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, LinkedIn, and Nextdoor (new) pages regularly; Nextdoor is also regularly monitored for District-related posts.*
- Press Releases  
*Press releases were issued on January 26 (District's clean audit), March 29 (Commissioner Abele's resignation), April 13 (Commissioner Holland's appointment), and May 11 (Kevin Cook's Commitment to Excellence award).*

#### Intergovernmental Relations

- *J Clary met with Whatcom County Health Department staff on May 12 regarding preliminary comments on the upcoming revision to the Whatcom County Coordinated Water System Plan.*
- *J Clary met with John Williams, Lyden city administrator, on May 18 regarding water utilities' position on the WRIA 1 adjudication.*
- *J Clary scheduled to meet with the new Whatcom County Public Works Director, Elizabeth Kosa, on June 1 regarding District-County partnerships.*

### **Lake Whatcom Water Quality**


#### Lake Whatcom Management Program

- Participate in meetings of Lake Whatcom Management Program partners.  
*J Clary attended the LWMP Data Group meeting on May 11 and the Interjurisdictional Coordinating Team meeting on May 18.*



**AGENDA  
BILL  
Item 8.B**

**Engineering Department  
Report**

|                            |  |  |  |
|----------------------------|--|--|--|
| DATE SUBMITTED:            | May 25, 2023                           | MEETING DATE:  | May 31, 2023   |
| TO: BOARD OF COMMISSIONERS |  | FROM: Bill Hunter, District Engineer   |  |
| GENERAL MANAGER APPROVAL   |  |  |  |
| ATTACHED DOCUMENTS         |  | 1. Engineering Department Report   |  |
|                            |  | 2. Summary of District Projects  |  |
| TYPE OF ACTION REQUESTED   | RESOLUTION<br><input type="checkbox"/> | FORMAL ACTION/<br>MOTION<br><input type="checkbox"/>                               | INFORMATIONAL<br>/OTHER<br><input checked="" type="checkbox"/> |

**BACKGROUND / EXPLANATION OF IMPACT**

Updated information regarding District projects and current priorities in advance of the Board meeting.

**FISCAL IMPACT**

None.

**RECOMMENDED BOARD ACTION**

None required.

**PROPOSED MOTION**

None.



# Lake Whatcom Water & Sewer District Engineering Department Report

Prepared for the May 31, 2023 Board Meeting  
Data Compiled 5/24/23 by RH, BH, RM, KH

| Status of Water and System Capacities             |                          |                         |                            |                           |
|---|--------------------------|-------------------------|----------------------------|---------------------------|
|   | South Shore<br>ID# 95910 | Eagleridge<br>ID# 08118 | Agate Heights<br>ID# 52957 | Johnson Well<br>ID# 04782 |
| DOH Approved ERUs                                 | **                       | 85                      | 81                         | 2                         |
| Connected ERUs                                    | 3951                     | 70                      | 44                         | 2                         |
| Remaining Capacity (ERUs)                         | **                       | 15                      | 37                         | 0                         |
| Permitted ERUs Under Construction                 | 38                       | 0                       | 1                          | 0                         |
| Pre-paid Connection Certificates & Expired Permit | 13                       | 0                       | 4                          | 0                         |
| Water Availabilities (trailing 12 months)         | 59                       | 0                       | 1                          | 0                         |
| Subtotal - Commitments not yet connected          | 110                      | 0                       | 5                          | 0                         |
| <b>Available ERUs</b>                             | <b>**</b>                | <b>15</b>               | <b>31</b>                  | <b>0</b>                  |

\*\* Per DOH, water system capacity is sufficient for buildout. Oct 2018

Agate Heights approved ERUs increased from 57 to 81 with DOH approval on August 10, 2021

| Annual Reports   |  |   |
|--|--|---|
| Name Of Report   | Deadline                                     | Completed                                     |
| Report Number of Sewer ERUs<br>to City of Bellingham<br>Prepared by: Bill Hunter | January 15                                   | January 24, 2023                              |
| Other Reports  |  |   |
| Name Of Report   | Deadline                                     | Last Completed                                |
| Water Right Permit No. G1-22681<br>Development Extension                         | Due Every 5 Years<br>Next Due Feb 15, 2023   | Time Extension Request sent to DOE<br>1/31/23 |
| Water Right Permit No. S1-25121<br>Development Extension                         | Due Every 5 Years<br>Next Due March 30, 2023 | Time Extension Request sent to DOE<br>1/31/23 |

# Summary of District Projects

Report Prepared 5/23/2023

| Project  |  | Authorized  | Spent       | Amount      | 2023 Schedule |   |   |   |   |   |   |   |   |   |   |   |
|----------|--|-------------|-------------|-------------|---------------|---|---|---|---|---|---|---|---|---|---|---|
| Number   | Project Title / Tasks  | Budget      | to Date     | Remaining   | J             | F | M | A | M | J | J | A | S | O | N | D |
| C 1802   | Dellesta, Edgewater & Euclid Sewer Pump Stations             | \$1,816,583 | \$1,268,108 | \$548,475   |               |   |   |   |   |   |   |   |   |   |   |   |
| C 1802.1 | Euclid   | \$834,379   | \$285,904   | \$548,475   |               |   |   |   |   |   |   |   |   |   |   |   |
| G 1802.2 | Dellesta & Edgewater   | \$982,204   | \$982,204   | \$0         |               |   |   |   |   |   |   |   |   |   |   |   |
| C 1909   | Little Strawberry Bridge Water Main Slip Line with HDPE      | \$20,000    | \$0         | \$20,000    |               |   |   |   |   |   |   |   |   |   |   |   |
| C 2006   | SCADA Telemetry -- Managed Ethernet Switches                 | \$20,000    | \$16,263    | \$3,737     |               |   |   |   |   |   |   |   |   |   |   |   |
| C 2012   | Austin-Fremont PRV Rebuild                                   | \$10,000    | \$0         | \$10,000    |               |   |   |   |   |   |   |   |   |   |   |   |
| C 2106   | SVWTP to SVPS Telemetry Comm Study, Testing                  | \$10,000    | \$4,224     | \$5,776     |               |   |   |   |   |   |   |   |   |   |   |   |
| C 2109   | Geneva Res Valve for Emergency Isolation                     | \$10,000    | \$5,650     | \$4,350     |               |   |   |   |   |   |   |   |   |   |   |   |
| C 2111   | Div 7 Reservoir Replacement                                  | \$1,192,292 | \$288,162   | \$904,130   |               |   |   |   |   |   |   |   |   |   |   |   |
| C 2111.1 | Wilson Design, Esmts & Permitting                            | \$299,292   | \$288,162   | \$11,130    |               |   |   |   |   |   |   |   |   |   |   |   |
| C 2111.2 | Construction and SDC (District's match and add'l funding)    | \$893,000   | \$0         | \$893,000   |               |   |   |   |   |   |   |   |   |   |   |   |
| C 2112   | Rocky Ridge & Lakewood Sewer Pump Station Improvements       | \$2,116,353 | \$146,235   | \$1,970,118 |               |   |   |   |   |   |   |   |   |   |   |   |
| C 2112.1 | RH2 Predesign, Shoreline Permitting                          | \$182,353   | \$146,235   | \$36,118    |               |   |   |   |   |   |   |   |   |   |   |   |
| C 2112.2 | RH2 Design & Bidding   | \$242,000   | \$0         | \$242,000   |               |   |   |   |   |   |   |   |   |   |   |   |
| C 2112.3 | RR and LW Easements - placeholder budget                     | \$20,000    | \$0         | \$20,000    |               |   |   |   |   |   |   |   |   |   |   |   |
| C 2112.4 | RR&LW Construction and SDC - 2024                            | \$1,672,000 | \$0         | \$1,672,000 |               |   |   |   |   |   |   |   |   |   |   |   |
| C 2113   | Flat Car Reverse Flow to SVPS - Design & Permitting          | \$153,000   | \$20,592    | \$132,408   |               |   |   |   |   |   |   |   |   |   |   |   |
| C 2113.1 | Wilson Design & Permitting                                   | \$50,000    | \$20,592    | \$29,408    |               |   |   |   |   |   |   |   |   |   |   |   |
| C 2113.2 | Construction - 2024  | \$103,000   | \$0         | \$103,000   |               |   |   |   |   |   |   |   |   |   |   |   |
| M 2120   | Nov 2021 Flood Event - Emergency Response & Recovery         | \$0         | \$211,989   | \$211,989   |               |   |   |   |   |   |   |   |   |   |   |   |
| C 2202   | Replace Sewer Camera Equipment                               | \$150,000   | \$0         | \$150,000   |               |   |   |   |   |   |   |   |   |   |   |   |
| C 2203   | Div 30 Booster and SVSP PLC and UPS Improvements             | \$224,643   | \$39,460    | \$185,183   |               |   |   |   |   |   |   |   |   |   |   |   |
| C 2203.1 | RH2 Design, SDC, Programming                                 | \$94,643    | \$39,460    | \$55,183    |               |   |   |   |   |   |   |   |   |   |   |   |
| C 2203.2 | Construction   | \$130,000   | \$0         | \$130,000   |               |   |   |   |   |   |   |   |   |   |   |   |
| M 2207   | UPS and Battery Backup Mods (Various stations)               | \$15,000    | \$0         | \$15,000    |               |   |   |   |   |   |   |   |   |   |   |   |
| M 2208   | Tomb SPS Control Panel Mods                                  | \$8,000     | \$0         | \$8,000     |               |   |   |   |   |   |   |   |   |   |   |   |
| A 2210   | Reservoir and WTP Site Security Assessment and Plan          | \$50,000    | \$0         | \$50,000    |               |   |   |   |   |   |   |   |   |   |   |   |
| C 2211   | South Geneva Booster Standby Generator and ATS               | \$60,000    | \$38,235    | \$21,765    |               |   |   |   |   |   |   |   |   |   |   |   |
| C 2213   | Pinto Creek PRV Replacement (labor by District crew)         | \$14,000    | \$13,592    | \$408       |               |   |   |   |   |   |   |   |   |   |   |   |
| A 2214   | Lead Service Line Inventory Planning                         | \$15,000    | \$0         | \$15,000    |               |   |   |   |   |   |   |   |   |   |   |   |
| C 2216   | Replace Tool Truck   | \$75,000    | \$0         | \$75,000    |               |   |   |   |   |   |   |   |   |   |   |   |
| M 2218   | Spare PLC Components   | \$20,000    | \$0         | \$20,000    |               |   |   |   |   |   |   |   |   |   |   |   |
| C 2219   | 1000 Gal Diesel Fuel Tank at Shop                            | \$20,000    | \$0         | \$20,000    |               |   |   |   |   |   |   |   |   |   |   |   |
| M 2226   | Div 30 Reservoir Removal of Hazard Trees                     | \$20,000    | \$5,923     | \$14,077    |               |   |   |   |   |   |   |   |   |   |   |   |
| A 2228   | Agate Area Wells Exhibits and Mapping                        | \$5,400     | \$2,414     | \$2,986     |               |   |   |   |   |   |   |   |   |   |   |   |
| M 2230   | Scenic Ave Intertie Valve Repair                             | \$60,000    | \$53,523    | \$6,477     |               |   |   |   |   |   |   |   |   |   |   |   |
| C 2231   | Stand-alone Temporary Control Panel                          | \$20,000    | \$0         | \$20,000    |               |   |   |   |   |   |   |   |   |   |   |   |
| C 2301   | LWBI CIPP Renewal Project Priority1 (2023)                   | \$185,000   | \$405       | \$184,595   |               |   |   |   |   |   |   |   |   |   |   |   |
| C 2302   | Sewer System Rehab and Replacement Projects (2023+2024)      | \$232,000   | \$68,574    | \$163,426   |               |   |   |   |   |   |   |   |   |   |   |   |
| C 2303   | SVWTP Alum System Improvements (2023)                        | \$88,000    | \$0         | \$88,000    |               |   |   |   |   |   |   |   |   |   |   |   |
| C 2304   | Eagleridge Diesel Fuel Tank Replacement (2023)               | \$6,000     | \$0         | \$6,000     |               |   |   |   |   |   |   |   |   |   |   |   |
| M 2305   | Stationary Generator Maintenance and Load Testing            | \$88,000    | \$0         | \$88,000    |               |   |   |   |   |   |   |   |   |   |   |   |
| C 2306   | Replace Tool Truck (2024)                                    | \$98,000    | \$0         | \$98,000    |               |   |   |   |   |   |   |   |   |   |   |   |
| C 2307   | Eagleridge Replace High Flow Pump Control Panel (2024)       | \$116,000   | \$0         | \$116,000   |               |   |   |   |   |   |   |   |   |   |   |   |
| C 2308   | Div30 Reservoir Impressed Current Cathodic Protection (2024) | \$36,000    | \$0         | \$36,000    |               |   |   |   |   |   |   |   |   |   |   |   |
| M 2309   | Reservoir Internal Inspection, Cleaning, Maint (2024)        | \$41,000    | \$0         | \$41,000    |               |   |   |   |   |   |   |   |   |   |   |   |
| C 2310   | SVWTP Replace 5 Flow Meters - Filters & Backwash (2024)      | \$26,000    | \$0         | \$26,000    |               |   |   |   |   |   |   |   |   |   |   |   |
| C 2311   | Auto Flushers - Wood Rush and Big Leaf (2024)                | \$12,000    | \$0         | \$12,000    |               |   |   |   |   |   |   |   |   |   |   |   |
| M 2312   | Electrical On-Call Unit Price Contract                       | \$0         | \$0         | \$0         |               |   |   |   |   |   |   |   |   |   |   |   |
| A 2313   | Vac Truck and Shop Doors Repairs                             | \$0         | \$30,625    | \$30,625    |               |   |   |   |   |   |   |   |   |   |   |   |
| M 2314   | Scenic Intertie Water Main Replacement                       | \$0         | \$0         | \$0         |               |   |   |   |   |   |   |   |   |   |   |   |
| M 2315   | Mitigation Report/Maint at Country Club, Geneva (2023)       | \$0         | \$4,531     | \$4,531     |               |   |   |   |   |   |   |   |   |   |   |   |
| C 2316   | SVWTP CCB FEMA Hazard Mitigation Grant Application           | \$0         | \$1,593     | \$1,593     |               |   |   |   |   |   |   |   |   |   |   |   |

## NOTATION LEGEND


A\_\_\_ Administrative Project  
 C\_\_\_ Capital Project  
 M\_\_\_ Maintenance Project  
 Sewer Project (Green Font)  
 Water Project (Blue Font)  
 Sewer and Water Project (Black Font)

p Planned (labor not started)  
 a Active (labor underway)  
 c Completed (no further labor needed)  
 t Target Completion



**AGENDA  
BILL  
Item 8.C**

**Finance Department  
Report**

|                            |  |  |  |
|----------------------------|--|--|--|
| DATE SUBMITTED:            | May 12, 2023   | MEETING DATE:  | May 31, 2023   |
| TO: BOARD OF COMMISSIONERS | FROM: Jennifer Signs, Finance Manager  |  |  |
| GENERAL MANAGER APPROVAL   |  |  |  |
| ATTACHED DOCUMENTS         | 1. April 2023 Financial and Cash Report  |  |  |
|                            |  |  |  |
|                            |  |  |  |
| TYPE OF ACTION REQUESTED   | RESOLUTION<br><input type="checkbox"/>   | FORMAL ACTION/<br>MOTION<br><input type="checkbox"/> | INFORMATIONAL<br>/OTHER<br><input checked="" type="checkbox"/> |

**BACKGROUND / EXPLANATION OF IMPACT**

Updated information regarding District finances in advance of the Board meeting.

**FISCAL IMPACT**

None

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

Financial Viability

**RECOMMENDED BOARD ACTION**

None required.

**PROPOSED MOTION**

None



# 2023 BUDGET POSITION

Lake Whatcom W-S District

Time: 09:35:38 Date: 05/12/2023

Page: 1

## 401 Water Fund

| Revenues | Amt Budgeted | April | YTD | Remaining |  |
|----------|--------------|-------|-----|-----------|--|
|----------|--------------|-------|-----|-----------|--|

### 330 State Generated Revenues

|                              |                |              |      |      |              |        |
|------------------------------|----------------|--------------|------|------|--------------|--------|
| 331 97 10 00                 | Federal Awards | 2,564,750.00 | 0.00 | 0.00 | 2,564,750.00 | 100.0% |
| 330 State Generated Revenues |                | 2,564,750.00 | 0.00 | 0.00 | 2,564,750.00 | 100.0% |

### 340 Charges For Services

|                          |                                    |              |            |            |              |       |
|--------------------------|------------------------------------|--------------|------------|------------|--------------|-------|
| 343 40 10 00             | Water Sales Metered                | 3,025,251.00 | 215,050.74 | 959,267.67 | 2,065,983.33 | 68.3% |
| 343 40 20 01             | DEA Permits - Water                | 0.00         | 0.00       | 6,050.00   | (6,050.00)   | 0.0%  |
| 343 41 10 01             | General Facilities Charges - Water | 101,520.00   | 0.00       | 28,661.58  | 72,858.42    | 71.8% |
| 340 Charges For Services |                                    | 3,126,771.00 | 215,050.74 | 993,979.25 | 2,132,791.75 | 68.2% |

### 350 Fines & Forfeitures

|                         |               |           |            |            |           |        |
|-------------------------|---------------|-----------|------------|------------|-----------|--------|
| 359 81 10 00            | Combined Fees | 8,500.00  | (1,786.65) | (4,420.44) | 12,920.44 | 152.0% |
| 359 90 00 00            | Late Fees     | 60,000.00 | 5,694.03   | 23,417.44  | 36,582.56 | 61.0%  |
| 350 Fines & Forfeitures |               | 68,500.00 | 3,907.38   | 18,997.00  | 49,503.00 | 72.3%  |

### 360 Misc Revenues

|                   |                     |           |          |          |           |        |
|-------------------|---------------------|-----------|----------|----------|-----------|--------|
| 361 11 00 00      | Investment Interest | 31,713.00 | 6,119.88 | 8,786.53 | 22,926.47 | 72.3%  |
| 369 91 01 00      | Miscellaneous       | 1,000.00  | 0.00     | 0.00     | 1,000.00  | 100.0% |
| 360 Misc Revenues |                     | 32,713.00 | 6,119.88 | 8,786.53 | 23,926.47 | 73.1%  |

### 390 Other Revenues

|                    |   |      |      |          |            |      |
|--------------------|---|------|------|----------|------------|------|
| 395 20 00 01       | Compensation For Loss/Impairment Of Capital Asset | 0.00 | 0.00 | 9,747.58 | (9,747.58) | 0.0% |
| 390 Other Revenues |   | 0.00 | 0.00 | 9,747.58 | (9,747.58) | 0.0% |

|                       |                     |                   |                     |                     |              |
|-----------------------|---------------------|-------------------|---------------------|---------------------|--------------|
| <b>Fund Revenues:</b> | <b>5,792,734.00</b> | <b>225,078.00</b> | <b>1,031,510.36</b> | <b>4,761,223.64</b> | <b>82.2%</b> |
|-----------------------|---------------------|-------------------|---------------------|---------------------|--------------|

| Expenditures | Amt Budgeted | April | YTD | Remaining |  |
|--------------|--------------|-------|-----|-----------|--|
|--------------|--------------|-------|-----|-----------|--|

### 534 Water Utilities

|              |                                      |            |           |            |            |        |
|--------------|--------------------------------------|------------|-----------|------------|------------|--------|
| 534 10 10 00 | Water - Gen Admin Payroll            | 358,585.00 | 27,457.10 | 112,026.83 | 246,558.17 | 68.8%  |
| 534 10 20 00 | Water - Gen Admin Personnel Benefits | 183,579.00 | 11,219.01 | 47,984.09  | 135,594.91 | 73.9%  |
| 534 10 31 00 | Water - Gen Admin Supplies           | 12,000.00  | 584.91    | 3,518.45   | 8,481.55   | 70.7%  |
| 534 10 31 01 | Water - Meetings/Team building       | 2,000.00   | 0.00      | 1,439.02   | 560.98     | 28.0%  |
| 534 10 40 00 | Water - Merchant Services Fees       | 13,800.00  | 1,466.24  | 5,069.38   | 8,730.62   | 63.3%  |
| 534 10 40 01 | Water - Bank Fees                    | 1,400.00   | 15.00     | 83.18      | 1,316.82   | 94.1%  |
| 534 10 41 00 | Water - Quality Assurance Programs   | 74,500.00  | 0.00      | 0.00       | 74,500.00  | 100.0% |
| 534 10 41 01 | Water - Gen Admin Prof Srvc          | 92,325.00  | 8,922.39  | 49,953.67  | 42,371.33  | 45.9%  |
| 534 10 41 02 | Water- Engineering Srvc              | 14,000.00  | 381.76    | 4,338.76   | 9,661.24   | 69.0%  |
| 534 10 41 03 | Water - Legal Srvc                   | 31,000.00  | 1,190.75  | 6,020.50   | 24,979.50  | 80.6%  |
| 534 10 41 04 | Water - DEA Expenditures             | 0.00       | 122.46    | 122.46     | (122.46)   | 0.0%   |
| 534 10 42 00 | Water - Admin Communication          | 33,000.00  | 2,575.47  | 10,469.11  | 22,530.89  | 68.3%  |
| 534 10 43 00 | Water - Software/IT Subscriptions    | 41,150.00  | 5,466.00  | 23,606.88  | 17,543.12  | 42.6%  |
| 534 10 45 00 | Water - Gen Admin Lease              | 5,500.00   | 0.00      | 0.00       | 5,500.00   | 100.0% |
| 534 10 46 00 | Water - Gen Admin Insurance          | 108,700.00 | 0.00      | 25.00      | 108,675.00 | 100.0% |

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# 2023 BUDGET POSITION

Lake Whatcom W-S District

Time: 09:35:38 Date: 05/12/2023

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## 401 Water Fund

| Expenditures             |  | Amt Budgeted | April      | YTD        | Remaining    |        |
|--------------------------|--|--------------|------------|------------|--------------|--------|
| 534 Water Utilities      |  |              |            |            |              |        |
| 534 10 49 00             | Water - Gen Admin Misc                               | 200.00       | 25.00      | 25.00      | 175.00       | 87.5%  |
| 534 10 49 01             | Water- Memberships/Dues/Permits                      | 20,000.00    | 964.13     | 14,113.59  | 5,886.41     | 29.4%  |
| 534 10 49 02             | Water - Taxes  | 157,986.00   | 14,308.85  | 51,624.11  | 106,361.89   | 67.3%  |
| 534 40 43 00             | Water - Admin Training &Travel                       | 13,000.00    | 704.23     | 5,612.62   | 7,387.38     | 56.8%  |
| 534 40 43 01             | Water- Tuition Reimbursement                         | 500.00       | 0.00       | 0.00       | 500.00       | 100.0% |
| 534 50 31 00             | Water - Maintenance Supplies                         | 115,000.00   | 11,414.93  | 38,101.56  | 76,898.44    | 66.9%  |
| 534 50 31 01             | Water- Small Assets                                  | 45,000.00    | 590.99     | 10,428.15  | 34,571.85    | 76.8%  |
| 534 50 48 00             | Water - Repair & Maint                               | 115,000.00   | 11,497.17  | 30,277.48  | 84,722.52    | 73.7%  |
| 534 50 49 00             | Water - Insurance Claims                             | 2,500.00     | 0.00       | 3,417.75   | (917.75)     | 0.0%   |
| 534 60 41 00             | Water - Operations Contracted (Edge Analytical)      | 12,000.00    | 413.00     | 2,402.62   | 9,597.38     | 80.0%  |
| 534 60 47 00             | Water - City of Bellingham                           | 57,200.00    | 3,330.95   | 12,370.12  | 44,829.88    | 78.4%  |
| 534 80 10 00             | Water - Operations Payroll                           | 669,866.00   | 47,510.58  | 198,324.58 | 471,541.42   | 70.4%  |
| 534 80 20 00             | Water - Operations Personnel Benefits                | 287,136.00   | 20,598.98  | 85,437.57  | 201,698.43   | 70.2%  |
| 534 80 32 00             | Water - Operations Fuel                              | 25,200.00    | 2,625.58   | 8,739.30   | 16,460.70    | 65.3%  |
| 534 80 35 00             | Water - Safety Supplies                              | 10,000.00    | 331.08     | 1,731.34   | 8,268.66     | 82.7%  |
| 534 80 35 01             | Water - Safety Boots                                 | 1,400.00     | 0.00       | 102.81     | 1,297.19     | 92.7%  |
| 534 80 35 02             | Water - Emergency Preparedness                       | 3,000.00     | 0.00       | 0.00       | 3,000.00     | 100.0% |
| 534 80 43 00             | Water - Operation Training/Travel/Certifications     | 13,000.00    | 526.95     | 5,107.36   | 7,892.64     | 60.7%  |
| 534 80 47 00             | Water - Ops Utilities                                | 134,140.00   | 3,196.24   | 41,703.50  | 92,436.50    | 68.9%  |
| 534 80 49 00             | Water - Operations Laundry                           | 2,000.00     | 85.56      | 478.53     | 1,521.47     | 76.1%  |
| 534 Water Utilities      |  | 2,655,667.00 | 177,525.31 | 774,655.32 | 1,881,011.68 | 70.8%  |
| 580 Non Expenditures     |  |              |            |            |              |        |
| 589 99 99 99             | Payroll Benefit Liabilities                          | 0.00         | (1,323.87) | (1,778.78) | 1,778.78     | 100.0% |
| 580 Non Expenditures     |  | 0.00         | (1,323.87) | (1,778.78) | 1,778.78     | 100.0% |
| 591 Debt Service         |  |              |            |            |              |        |
| 591 34 77 01             | Geneva AC Mains Principal                            | 119,938.00   | 0.00       | 0.00       | 119,938.00   | 100.0% |
| 591 34 77 02             | Div 22 Reservoir Principal                           | 65,475.00    | 0.00       | 0.00       | 65,475.00    | 100.0% |
| 591 34 80 01             | Water Debt Lease Payment                             | 0.00         | 50.55      | 213.70     | (213.70)     | 0.0%   |
| 592 34 83 01             | Geneva AC Mains Interest                             | 23,388.00    | 0.00       | 0.00       | 23,388.00    | 100.0% |
| 592 34 83 02             | Div 22 Reservoir Interest                            | 14,732.00    | 0.00       | 0.00       | 14,732.00    | 100.0% |
| 591 Debt Service         |  | 223,533.00   | 50.55      | 213.70     | 223,319.30   | 99.9%  |
| 594 Capital Expenditures |  |              |            |            |              |        |
| 594 34 60 01             | Capital Outlay - Budget Only                         | 3,368,181.00 | 0.00       | 0.00       | 3,368,181.00 | 100.0% |
| 594 34 62 01             | Capital Projects - Water Structures                  | 0.00         | 24,867.93  | 122,379.13 | (122,379.13) | 0.0%   |
| 594 34 63 01             | Capital Projects - Water System                      | 0.00         | 53,193.95  | 53,339.82  | (53,339.82)  | 0.0%   |
| 594 34 64 01             | Capital Outlay - Water Equipment                     | 0.00         | 0.00       | 2,125.69   | (2,125.69)   | 0.0%   |
| 594 34 70 01             | Capital Outlay - Water Installment Purchase Payments | 0.00         | 421.61     | 1,793.61   | (1,793.61)   | 0.0%   |
| 594 Capital Expenditures |  | 3,368,181.00 | 78,483.49  | 179,638.25 | 3,188,542.75 | 94.7%  |
| Fund Expenditures:       |  | 6,247,381.00 | 254,735.48 | 952,728.49 | 5,294,652.51 | 84.7%  |

## 2023 BUDGET POSITION

Lake Whatcom W-S District

Time: 09:35:38 Date: 05/12/2023

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401 Water Fund

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|                               |                     |                    |                  |
|-------------------------------|---------------------|--------------------|------------------|
| <b>Fund Excess/(Deficit):</b> | <b>(454,647.00)</b> | <b>(29,657.48)</b> | <b>78,781.87</b> |
|-------------------------------|---------------------|--------------------|------------------|

# 2023 BUDGET POSITION

Lake Whatcom W-S District

Time: 09:35:38 Date: 05/12/2023

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## 402 Sewer Fund

| Revenues | Amt Budgeted | April | YTD | Remaining |  |
|----------|--------------|-------|-----|-----------|--|
|----------|--------------|-------|-----|-----------|--|

### 330 State Generated Revenues

|                              |                |            |      |      |            |        |
|------------------------------|----------------|------------|------|------|------------|--------|
| 331 97 10 02                 | Federal Awards | 130,000.00 | 0.00 | 0.00 | 130,000.00 | 100.0% |
| 330 State Generated Revenues |                | 130,000.00 | 0.00 | 0.00 | 130,000.00 | 100.0% |

### 340 Charges For Services

|                          |                                    |              |            |              |              |       |
|--------------------------|------------------------------------|--------------|------------|--------------|--------------|-------|
| 343 50 11 00             | Sewer Service Residential          | 4,591,264.00 | 369,259.54 | 1,582,758.10 | 3,008,505.90 | 65.5% |
| 343 50 19 00             | Sewer Service Other                | 5,340.00     | 110.07     | 1,392.48     | 3,947.52     | 73.9% |
| 343 51 10 02             | General Facilities Charges - Sewer | 119,340.00   | 0.00       | 33,931.29    | 85,408.71    | 71.6% |
| 340 Charges For Services |                                    | 4,715,944.00 | 369,369.61 | 1,618,081.87 | 3,097,862.13 | 65.7% |

### 360 Misc Revenues

|                   |                            |           |          |           |           |        |
|-------------------|----------------------------|-----------|----------|-----------|-----------|--------|
| 361 11 00 02      | Investment Interest        | 31,713.00 | 6,119.88 | 8,786.51  | 22,926.49 | 72.3%  |
| 361 40 00 02      | ULID 18 Interest/Penalties | 2,531.00  | 181.32   | 193.89    | 2,337.11  | 92.3%  |
| 368 10 00 02      | ULID 18 Principal Payments | 5,444.00  | 922.93   | 1,062.55  | 4,381.45  | 80.5%  |
| 369 10 00 02      | Sale Of Surplus            | 1,000.00  | 0.00     | 0.00      | 1,000.00  | 100.0% |
| 369 40 00 02      | Project Reimbursement      | 4,141.00  | 0.00     | 0.00      | 4,141.00  | 100.0% |
| 369 91 01 02      | Miscellaneous              | 1,000.00  | 0.00     | 0.00      | 1,000.00  | 100.0% |
| 360 Misc Revenues |                            | 45,829.00 | 7,224.13 | 10,042.95 | 35,786.05 | 78.1%  |

### 390 Other Revenues

|                    |  |      |      |          |            |      |
|--------------------|--|------|------|----------|------------|------|
| 395 20 00 02       | Compensation For Loss/Impairment Of Capital Assets | 0.00 | 0.00 | 9,747.57 | (9,747.57) | 0.0% |
| 390 Other Revenues |  | 0.00 | 0.00 | 9,747.57 | (9,747.57) | 0.0% |

|                       |                     |                   |                     |                     |              |
|-----------------------|---------------------|-------------------|---------------------|---------------------|--------------|
| <b>Fund Revenues:</b> | <b>4,891,773.00</b> | <b>376,593.74</b> | <b>1,637,872.39</b> | <b>3,253,900.61</b> | <b>66.5%</b> |
|-----------------------|---------------------|-------------------|---------------------|---------------------|--------------|

| Expenditures | Amt Budgeted | April | YTD | Remaining |  |
|--------------|--------------|-------|-----|-----------|--|
|--------------|--------------|-------|-----|-----------|--|

### 535 Sewer

|              |                                      |            |           |            |            |        |
|--------------|--------------------------------------|------------|-----------|------------|------------|--------|
| 535 10 10 00 | Sewer - Admin Payroll                | 358,585.00 | 27,457.03 | 112,026.58 | 246,558.42 | 68.8%  |
| 535 10 20 00 | Sewer - Gen Admin Personnel Benefits | 162,646.00 | 11,218.86 | 47,983.47  | 114,662.53 | 70.5%  |
| 535 10 31 00 | Sewer - Gen Admin Supplies           | 11,000.00  | 584.91    | 3,394.52   | 7,605.48   | 69.1%  |
| 535 10 31 01 | Sewer - Meetings/Team Building       | 2,000.00   | 0.00      | 1,433.13   | 566.87     | 28.3%  |
| 535 10 40 00 | Sewer -Merchant Services Fees        | 13,800.00  | 1,466.23  | 5,069.37   | 8,730.63   | 63.3%  |
| 535 10 40 01 | Sewer - Bank Fees                    | 1,400.00   | 15.00     | 83.19      | 1,316.81   | 94.1%  |
| 535 10 41 01 | Sewer - Gen Admin Prof Srvs          | 92,325.00  | 8,922.33  | 49,953.49  | 42,371.51  | 45.9%  |
| 535 10 41 02 | Sewer - Engineering Srvs             | 14,000.00  | 380.77    | 3,182.77   | 10,817.23  | 77.3%  |
| 535 10 41 03 | Sewer - Legal Srvs                   | 31,000.00  | 1,190.75  | 6,020.50   | 24,979.50  | 80.6%  |
| 535 10 41 04 | Sewer - DEA Expenditures             | 0.00       | 122.46    | 122.46     | (122.46)   | 0.0%   |
| 535 10 42 00 | Sewer - Admin Communication          | 33,000.00  | 2,575.42  | 10,625.43  | 22,374.57  | 67.8%  |
| 535 10 43 00 | Sewer - Software/IT Subscriptions    | 41,150.00  | 5,465.99  | 23,606.86  | 17,543.14  | 42.6%  |
| 535 10 45 00 | Sewer - Gen Admin Lease              | 5,500.00   | 0.00      | 0.00       | 5,500.00   | 100.0% |
| 535 10 46 00 | Sewer - Gen Admin Insurance          | 108,700.00 | 0.00      | 25.00      | 108,675.00 | 100.0% |
| 535 10 49 00 | Sewer - Gen Admin Misc               | 200.00     | 0.00      | 0.00       | 200.00     | 100.0% |
| 535 10 49 01 | Sewer - Memberships/Dues/Permits     | 14,700.00  | 251.13    | 8,143.19   | 6,556.81   | 44.6%  |
| 535 10 49 02 | Sewer - Taxes                        | 115,000.00 | 10,590.06 | 35,371.94  | 79,628.06  | 69.2%  |

# 2023 BUDGET POSITION

Lake Whatcom W-S District

Time: 09:35:38 Date: 05/12/2023

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## 402 Sewer Fund

| Expenditures             |  | Amt Budgeted | April      | YTD          | Remaining    |        |
|--------------------------|--|--------------|------------|--------------|--------------|--------|
| 535 Sewer                |  |              |            |              |              |        |
| 535 40 43 00             | Sewer - Gen Admin TrainIng &Travel                   | 13,000.00    | 704.24     | 5,616.60     | 7,383.40     | 56.8%  |
| 535 40 43 01             | Sewer - Tuition Reimbursement                        | 500.00       | 0.00       | 0.00         | 500.00       | 100.0% |
| 535 50 31 00             | Sewer - Maintenance Supplies                         | 45,000.00    | 1,520.52   | 12,890.86    | 32,109.14    | 71.4%  |
| 535 50 31 01             | Sewer - Small Assets                                 | 40,000.00    | 2,029.33   | 4,408.45     | 35,591.55    | 89.0%  |
| 535 50 48 00             | Sewer - Repair & Maint                               | 135,000.00   | 8,536.30   | 29,624.45    | 105,375.55   | 78.1%  |
| 535 50 49 00             | Sewer - Insurance Claims                             | 2,500.00     | 0.00       | 0.00         | 2,500.00     | 100.0% |
| 535 60 47 00             | Sewer - City of Bellingham                           | 897,600.00   | 54,367.04  | 321,329.46   | 576,270.54   | 64.2%  |
| 535 80 10 00             | Sewer - Operations Payroll                           | 568,194.00   | 37,949.46  | 160,944.27   | 407,249.73   | 71.7%  |
| 535 80 20 00             | Sewer - Operations Personnel Benefits                | 254,395.00   | 16,470.81  | 68,723.63    | 185,671.37   | 73.0%  |
| 535 80 32 00             | Sewer - Operations Fuel                              | 25,200.00    | 2,625.56   | 8,785.06     | 16,414.94    | 65.1%  |
| 535 80 35 00             | Sewer - Safety Supplies                              | 10,000.00    | 560.55     | 5,087.72     | 4,912.28     | 49.1%  |
| 535 80 35 01             | Sewer - Safety Boots                                 | 1,400.00     | 0.00       | 102.81       | 1,297.19     | 92.7%  |
| 535 80 35 02             | Sewer - Emergency Preparedness                       | 5,000.00     | 0.00       | 2,257.48     | 2,742.52     | 54.9%  |
| 535 80 43 00             | Sewer - Operations Training/Travel/Certification     | 13,000.00    | 556.95     | 3,240.48     | 9,759.52     | 75.1%  |
| 535 80 47 00             | Sewer - Ops Utilities                                | 136,602.00   | 9,328.96   | 51,724.73    | 84,877.27    | 62.1%  |
| 535 80 49 00             | Sewer - Operations Laundry                           | 2,500.00     | 128.41     | 714.13       | 1,785.87     | 71.4%  |
| 535 Sewer                |  | 3,154,897.00 | 205,019.07 | 982,492.03   | 2,172,404.97 | 68.9%  |
| 591 Debt Service         |  |              |            |              |              |        |
| 591 35 77 02             | Bond 2016 Principal                                  | 470,000.00   | 0.00       | 0.00         | 470,000.00   | 100.0% |
| 591 35 80 02             | Sewer Debt Lease Payment                             | 0.00         | 50.55      | 213.70       | (213.70)     | 0.0%   |
| 591 35 83 02             | Bond 2016 Interest                                   | 179,025.00   | 0.00       | 89,512.50    | 89,512.50    | 50.0%  |
| 591 Debt Service         |  | 649,025.00   | 50.55      | 89,726.20    | 559,298.80   | 86.2%  |
| 594 Capital Expenditures |  |              |            |              |              |        |
| 594 34 70 02             | Capital Outlay - Sewer Installment Purchase Payments | 0.00         | 421.61     | 1,793.61     | (1,793.61)   | 0.0%   |
| 594 35 60 02             | Capital Outlay - Budget Only                         | 1,674,586.00 | 0.00       | 0.00         | 1,674,586.00 | 100.0% |
| 594 35 62 02             | Capital Projects - Sewer Structures                  | 0.00         | 1,848.59   | 21,361.44    | (21,361.44)  | 0.0%   |
| 594 35 63 02             | Capital Projects- Sewer System                       | 0.00         | 26,476.94  | 100,216.49   | (100,216.49) | 0.0%   |
| 594 35 64 02             | Capital Outlay - Sewer Equipment                     | 0.00         | 0.00       | 23,713.80    | (23,713.80)  | 0.0%   |
| 594 Capital Expenditures |  | 1,674,586.00 | 28,747.14  | 147,085.34   | 1,527,500.66 | 91.2%  |
| Fund Expenditures:       |  | 5,478,508.00 | 233,816.76 | 1,219,303.57 | 4,259,204.43 | 77.7%  |
| Fund Excess/(Deficit):   |  | (586,735.00) | 142,776.98 | 418,568.82   |              |        |



## LAKE WHATCOM WATER AND SEWER

### INVESTMENTS/CASH AS OF 4.30.23

|                             |                   |        |
|-----------------------------|-------------------|--------|
| Petty Cash                  | \$ 1,600          |        |
| Cash                        | \$ 812,136        |        |
| Public Funds Account        | <u>\$ 514,079</u> | 2.940% |
| WA Federal                  | \$ 1,327,815      |        |
| Local Gov't Investment Pool | \$ 2,852,244      | 4.930% |

|                             |              | PRINCIPAL COST             |        | YIELD  |
|-----------------------------|--------------|----------------------------|--------|--------|
| US Treasury Note            | Non-callable | \$ 498,242                 | Jun-23 | 0.25%  |
| FFCB - Pro Equity           | Callable     | \$ 799,999                 | Jan-24 | 0.19%  |
| FANNIE MAE - Pro Equity     | Callable     | \$ 500,823                 | Jun-24 | 0.21%  |
| US Treasury Note            | Non-callable | \$ 491,836                 | Sep-24 | 0.375% |
| US Treasury Note            | Non-callable | \$ 500,664                 | Jan-25 | 1.125% |
| Discounts, Accrued Interest |              | (\$4,437)                  |        |        |
| US Bank Safekeeping         |              | <u>\$ 2,787,127</u>        |        |        |
| TOTAL                       |              | <u><u>\$ 6,967,186</u></u> |        |        |

#### USE OF FUNDS:

|                           |                            |
|---------------------------|----------------------------|
| Bond Reserve - Restricted | \$ 772,334                 |
| Contingency - Assigned    | \$ 1,275,000               |
| Operating Reserves        | \$ 1,185,000               |
| Operating Assigned        | \$ 3,734,852               |
|                           | <u><u>\$ 6,967,186</u></u> |


#### Fund Balance Summary

|                              |                            |
|------------------------------|----------------------------|
| Water Utility Fund (401)     | \$ 1,392,560               |
| Sewer Utility Fund (402)     | \$ 3,527,292               |
| Sewer Contingency Fund (425) | \$ 815,000                 |
| Water Contingency Fund (426) | \$ 460,000                 |
| Bond Reserve Fund (460)      | <u>\$ 772,334</u>          |
|                              | <u><u>\$ 6,967,186</u></u> |



**AGENDA  
BILL  
Item 8.D**

**Operations Department  
Report**

|                            |  |  |  |
|----------------------------|--|--|--|
| DATE SUBMITTED:            | May 25, 2023   | MEETING DATE:  | May 31, 2023   |
| TO: BOARD OF COMMISSIONERS | FROM: Jason Dahlstrom, Operations & Maintenance Manager                            |  |  |
| GENERAL MANAGER APPROVAL   |  |  |  |
| ATTACHED DOCUMENTS         | 1. Operations Department Report  |  |  |
|                            | 2. Status of District Water & Sewer Systems  |  |  |
| TYPE OF ACTION REQUESTED   | RESOLUTION<br><input type="checkbox"/>   | FORMAL ACTION/<br>MOTION<br><input type="checkbox"/> | INFORMATIONAL<br>/OTHER<br><input checked="" type="checkbox"/> |

**BACKGROUND / EXPLANATION OF IMPACT**

Updated information regarding District operations in advance of the Board meeting.

**FISCAL IMPACT**

None.

**RECOMMENDED BOARD ACTION**

None required.

**PROPOSED MOTION**

None.



# Lake Whatcom Water & Sewer District Operations & Maintenance Department Report

Prepared for the May 31, 2023 Board Meeting  
Data Compiled 05/25/23 by RH, RM

| State Required Report Status  |                                    |                   |     |     |            |     |            |      |     |            |     |     |     |
|---|------------------------------------|-------------------|-----|-----|------------|-----|------------|------|-----|------------|-----|-----|-----|
| Monthly Reports   |                                    |                   |     |     |            |     |            |      |     |            |     |     |     |
| Name Of Report  |                                    | Completed         |     |     |            |     |            |      |     |            |     |     |     |
| Chlorination Report Agate Heights<br>Prepared by: Kevin                       | Postmarked by the<br>10th of month | Jan               | Feb | Mar | Apr        | May | June       | July | Aug | Sept       | Oct | Nov | Dec |
|   |                                    | x                 | x   | x   | x          | x   |            |      |     |            |     |     |     |
| Surface Water Treatment Rule Report<br>(SVWTP)<br>Prepared by: Kevin          | Postmarked by the<br>10th of month | Jan               | Feb | Mar | Apr        | May | June       | July | Aug | Sept       | Oct | Nov | Dec |
|   |                                    | x                 | x   | x   | x          | x   |            |      |     |            |     |     |     |
| Annual Reports  |                                    |                   |     |     |            |     |            |      |     |            |     |     |     |
| Name Of Report  | Deadline                           | Completed         |     |     |            |     |            |      |     |            |     |     |     |
| WA State Cross Connection Report<br>Prepared by: Rich                         | May                                | February 22, 2023 |     |     |            |     |            |      |     |            |     |     |     |
| OSHA 300 Log<br>Prepared by: Rich   | February 1                         | January 1, 2023   |     |     |            |     |            |      |     |            |     |     |     |
| Water Use Efficiency Performance<br>Report<br>Prepared by: Kevin              | July 1                             |                   |     |     |            |     |            |      |     |            |     |     |     |
| Community Right to Know<br>(Hazardous Materials)<br>Prepared by: Rich & Brent | March 31                           | January 10, 2023  |     |     |            |     |            |      |     |            |     |     |     |
| Northwest Clean Air Emissions Report  | February 1                         | January 5, 2023   |     |     |            |     |            |      |     |            |     |     |     |
| Consumer Confidence Reports<br>Prepared by: Kevin                             | June 30                            | Geneva            |     |     | SV         |     | EagleR     |      |     | Agate Ht   |     |     |     |
|   |                                    | at printer        |     |     | at printer |     | at printer |      |     | at printer |     |     |     |
| Other Reports   |                                    |                   |     |     |            |     |            |      |     |            |     |     |     |
| Name Of Report  | Deadline                           | Last Completed    |     |     |            |     |            |      |     |            |     |     |     |
| CPR/First Aid Training<br>Coordinated by: Rich                                | Due Biennially<br>Next Due 2025    | February 23, 2023 |     |     |            |     |            |      |     |            |     |     |     |
| Flagging Card Training<br>Coordinated by: Rich                                | Due Triennially<br>Next Due 2025   | May 19, 2022      |     |     |            |     |            |      |     |            |     |     |     |



| <b>Safety Program Summary</b>                              |             |
|--|-------------|
| Completed by Rich Munson                                   |             |
| <b>Summary of Annual Safety Training</b>                   |             |
| <i>2023 Testing Period - Jan 1, 2023 to April 30, 2023</i> |             |
|  | % Complete  |
| Engineering - Managers                                     | 100%        |
| Engineering - Staff  | 100%        |
| Field Crew - Managers                                      | 100%        |
| Field Crew - Staff   | 100%        |
| Office - Managers  | 100%        |
| Office - Staff   | 100%        |
| <b>Overall</b>   | <b>100%</b> |

Safety meetings for the field crew take place every Friday at 7 a.m.

| <b>Dates of Completed Safety Committee Meetings</b>   |               |      |      |      |      |      |
|---|---------------|------|------|------|------|------|
| 1.26.23   | 5.25.23       |      |      |      |      |      |
| 2.23.23   |               |      |      |      |      |      |
| 3.23.23   |               |      |      |      |      |      |
| 4.27.23   |               |      |      |      |      |      |
| <b>Summary of Work-Related Injuries &amp; Illnesses</b>                                       |               |      |      |      |      |      |
|   | Current Month | 2023 | 2022 | 2021 | 2020 | 2019 |
| Total Number of Work Related Injuries   |               |      |      |      |      |      |
| Defined as a work related injury or illness that results in:                                  |               |      |      |      |      |      |
| • Death   |               |      |      |      |      |      |
| • Medical treatment beyond first aid  |               |      |      |      |      |      |
| • Loss of consciousness   | 0             | 0    | 0    | 0    | 0    | 0    |
| • Significant injury or illness diagnosed by a licensed health care professional              |               |      |      |      |      |      |
| • Days away from work (off work)  |               |      |      |      |      |      |
| • Restricted work or job transfer   |               |      |      |      |      |      |
| Total Number of Days of Job Transfer or Restriction (light duty or other medical restriction) | 0             | 0    | 0    | 0    | 0    | 0    |
| Total Number of Days Away from Work (at home, in hospital, not at work)                       | 0             | 0    | 0    | 0    | 0    | 0    |
| Near Misses   | 0             | 0    | 0    | 0    | 2    | 2    |
| <b>Safety Coordinator Update</b>  |               |      |      |      |      |      |
|   |               |      |      |      |      |      |

**Status of District Water and Sewer Systems**  
**Prepared by Jason Dahlstrom - Operations and Maintenance Manager**  
**5/31/2023 Board Meeting**

|  |  |
|--|--|
| <b>Safety Activities</b>   |  |
| <ol style="list-style-type: none"> <li>1. No time-loss injuries or near misses.</li> <li>2. Daily safety reminders directly relevant to the day's tasks. Weekly safety trainings based on District specific safety programs.</li> <li>3. Jobsite tailgate meetings by project lead.</li> </ol>   |  |
| <b>Water Utility Activities</b>  |  |
| <p><i>Water Treatment Plants</i></p> <ol style="list-style-type: none"> <li>1. Sudden Valley <ol style="list-style-type: none"> <li>a. Plant is operating well, averaging .6 million gallons per day (MGD) at 700 GPM.</li> <li>b. New roll-up door project 2303-C out to bid</li> </ol> </li> <li>2. Agate Heights <ol style="list-style-type: none"> <li>a. Plant is operating well</li> <li>b. Intermittent communication issues being investigated</li> </ol> </li> </ol> <p><i>Distribution System</i></p> <ol style="list-style-type: none"> <li>1. Water main flushing continues in Sudden Valley. Hydrants and inline gate valves being exercised. Approx 70% complete as of 5/23/23</li> <li>2. Pinto Creek PRV vault replacement project 2213-C completed</li> </ol> |  |
| <b>Sewer Utility Activities</b>  |  |
| <p><i>Lift Stations</i></p> <ol style="list-style-type: none"> <li>1. North Point <ol style="list-style-type: none"> <li>a. Motor control VFD #1 replacement project initiated.</li> </ol> </li> <li>2. Ranch House <ol style="list-style-type: none"> <li>a. Swing check valves at station replaced with ball check valves - project C2302-D</li> </ol> </li> </ol> <p><i>Collection System</i></p> <ol style="list-style-type: none"> <li>1. Continued sewer main inspections using camera equipment</li> </ol>  |  |
| <b>Fleet</b>   |  |
| <p><i>Vehicles</i></p> <ol style="list-style-type: none"> <li>1. All vehicles in fleet are operational</li> </ol> <p><i>Equipment</i></p> <ol style="list-style-type: none"> <li>1. All equipment is functioning properly</li> </ol>   |  |
| <b>Facilities</b>  |  |
| <p><i>Shop Building</i></p> <ol style="list-style-type: none"> <li>1. FireWise facility survey being completed internally</li> </ol>   |  |
| <b>Training</b>  |  |
| <ol style="list-style-type: none"> <li>1. Greg passed Wastewater Collections level 1 test</li> <li>2. Forklift training for Greg, James, Spencer scheduled 5/31/23</li> </ol>  |  |
| <b>Development</b>   |  |
| <ol style="list-style-type: none"> <li>1. There are currently 12 active permits for development purposes. Construction has slowed due to time of year, and inspections have as well.</li> </ol>  |  |