PLEDGE OF ALLEGIANCE

CONSENT AGENDA
1. Approval of Agenda 04/10/18
2. Approval of Minutes 03/27/18 Commission Meeting
3. Ratification of Vouchers 04/03/18
4. Approval of Vouchers 04/10/18
5. Recommendation to Award Real Estate Services Contract

AUDIENCE COMMENTS

OLD BUSINESS
6. Manager’s Report
7. Quarterly Report – Operations

NEW BUSINESS
8. Recommendation to Award DOH Security Mandates to Aronson Security Group and Authorize Budget Amendment for Same
9. Interlocal Agreement with City of Sedro-Woolley for Water System Improvements State Street, Walley Street to 3rd Street

MISCELLANEOUS
• DOH High Five Award
• SVH Article – Bill Swanson to Run for PUD Commissioner

COMMISSIONER COMMENTS

ADJOURNMENT

JUDY RESERVOIR ELEVATION
MINUTES OF THE REGULAR MEETING OF THE COMMISSION
PUBLIC UTILITY DISTRICT NO. 1 OF SKAGIT COUNTY, WASHINGTON

March 27, 2018

The regular meeting of the Commission of Public Utility District No. 1 was held in the
Aqua Room of the utility located at 1415 Freeway Drive, Mount Vernon, Washington, on
March 27, 2018.

The meeting was called to order at 4:30 PM. Those Commissioners in attendance were:
Robbie Robertson, President; Eron Berg, Vice President; and Al Littlefield Secretary.
Also in attendance were: George Sidhu, General Manager; Mark Handzlik, Engineering
Manager, Sally Saxton, Treasurer, Peter Gilbert, Attorney; and Kim Carpenter, Clerk of
the Board; Audience: Judy Littlefield, Bill Swanson, Les Walker, and District
Employees: Kathy White, Mike Fox, Mark Semrau, Kevin Tate, and Luis Gonzalez.

Commissioner Littlefield led the Pledge of Allegiance.

Commissioner Littlefield moved to approve the Consent Agenda for March 27, 2018:
1. Approval of Agenda 03/27/18
2. Approval of Minutes 03/13/18 Commission Meeting
3. Ratification of Vouchers 03/20/18
   No. 2786-Voucher Nos. 11967-12064, Check Nos. 22064-22144 ($545,623.21)
4. Approval of Vouchers 03/27/18
   No. 2787-Voucher Nos. 12065-12115 ($299,923.50)
5. Project Acceptance:
   Skagit River Diversion Pump Station Pump 2017 Pump and Motor Assessment
   Project
The motion passed.

Treasurer Saxton presented the Treasurer’s Report for the month of February 2018.

There were no Audience Comments.

Under Old Business:
6. Manager’s Report - Manager Sidhu reported on the following:
   • The coffee session with Commissioner Robertson will be held at the Co-op in
downtown Mount Vernon on March 28 beginning at 10:30 AM.
   • The first work session with the Strategic Planning Committee was held on
March 20 and went well. Staff will meet again next week and the
Commission will be attending the third work session on April 30.
   • Update regarding the Crown West vs. DOE Water Rights Case. WPUDA is
seeking funds to assist with completion of the amicus brief. Commissioner
Berg moved to authorize the District to provide up to $10,000 if necessary to
contribute to completion of the amicus brief being prepared by the
Washington Association of Sewer & Water Districts (WASWD) and the Washington PUD Association (WPUDA) for the Crown West vs. DOE Water Rights Case. The motion passed.

7. Quarterly Report – Customer Service
   Community Relations Manager Tate presented the quarterly report for the Customer Service and Meter Departments as well as Community Relations.
   - Customer Service: customer service payment options and statistics, interactive voice recognition, NorthStar customer connect module, and inactive accounts;
   - Meter Department: addition of Matt Walker to the Meter Department, Veriflow Utility Service meter purchase;
   - Community Relations: Commissioner coffee hours, school field trip program, rain barrel presentation at the WSU Master Gardener Program, District booth at the Mount Vernon High School Science and Career Night on April 26, hosting WTP tours for the community during AWWA Drinking Water Week on May 9, and grand opening for Division Street Tank and Booster Pump Station on April 18.

   Discussion ensued regarding various aspects of the updates presented.

Under New Business:

8. Policy #1008 – Revised Discrimination /Harassment Policy
   Manager Sidhu gave a brief summary of the revised policy and indicated it had originally been a policy that was later changed by a previous manager to Administrative Practice & Procedure (AP&P) #2040, Discrimination, Harassment and Bullying. As the AP&P required updating, the revisions necessitate changing it back to a policy. He stated that the Commission was provided with the redline version illustrating the recommended revisions, as well as a final document.
   Discussion ensued regarding various aspects of the policy. Commissioner Berg moved to authorize the General Manager to sign Policy #1008 - Discrimination, Harassment and Bullying Prevention as presented. The motion passed.

Under Commissioner Comments, Commissioner Littlefield reported on his attendance at a water tasting competition last week and stated it was well attended. The winners were Alderwood-1st place and Skagit PUD-2nd place.

Commissioner Robertson reported he will attend the quarterly WPUDA Water Committee meeting on March 29 and also presented a brief legislative update.

Commissioner Robertson stated that the Commission will meet in closed session (per RCW 42.30.140(4)(b)), following the regular meeting.
Having no further business to come before the Board, the meeting of March 27, 2018 was adjourned at 5:19 PM.

Respectfully submitted:

_____________________________________
Kim Carpenter
Clerk of the Board
Agenda Item #5

PUBLIC UTILITY DISTRICT NO. 1 OF SKAGIT COUNTY
1415 FREEWAY DRIVE • MOUNT VERNON, WASHINGTON 98273 • PHONE 360 / 424-7104

April 5, 2018

TO: George Sidhu, P.E., General Manager
FROM: Mark Handzlik, P.E., Engineering Manager
BY: Bill Trueman, Engineering Supervisor

SUBJECT: Recommendation to Award Real Estate Services Contract to New Ventures Group

Requested Action:
Authorize the General Manager to enter into an agreement with New Ventures Group for real estate consulting services in the amount of $157,300.00 for the sale of surplus property and to support Driftmier Architects in the facility needs assessment.

Background:
The District has contracted with Driftmier Architects to perform a needs assessment that estimates staff growth and performs facility needs analysis to match staff growth over the next 30 years related to the District’s administration, engineering, and operations facilities. Part of the needs assessment will evaluate the options of staying at the current location or relocating to a new site.

The real estate consultant will provide a list of potential properties to aid Driftmier Architects in the process of analyzing potential site options that meet the needs assessment.

The District has also designated four properties as surplus and would benefit from the assistance of a qualified real estate professional to proceed with their disposition (see attached exhibit A). Two of the parcels (P27968 and P65469) are on Woodland Drive in the City of Mount Vernon where a small steel water reservoir was previously located (“Forest Estates Tank Property”). Another parcel (P30137) is located adjacent to Old Day Creek Road, northwest of Clear Lake; this property includes an out of service concrete reservoir (“Clear Lake Reservoir”). The last parcel (P111030) is located north of the intersection of Josh Wilson Road and Higgins Airport Way and was previously intended for the location of a water reservoir, but that need no longer exists (“Josh Wilson Road Tank Site”).

The District issued a Request for Qualifications (RFQ) for qualified real estate professionals to assist the District in the disposition of the four surplus properties, to support Driftmier Architects in identifying potential properties and analyzing potential site options for the District Headquarters Project, and in providing real estate consulting services on pipeline projects as needed over the next three years. Additionally, three local firms were directly contacted to inform them of the RFQ.
Four firms responded to the request and their submissions were scored. No local firms responded to the RFQ. The qualifications and experience of two firms stood out above the group, and they were chosen to deliver a presentation to the selection team.

New Ventures Group was chosen as the most qualified firm after the presentation and interview due to their successful history in dealing with public clients who perform functions similar to the District and their proposed fee structure that charges fees against commissions.

**Fiscal Impact:**
Funding for this work will come from Budget Line Item #3 Architectural Services for Building. In the event of a substantial land sale, other than the existing surplus properties, revenue from the sale will offset this budget burden. Additionally, sales commissions owed will be reduced by the amounts already paid to the consultant.

In the event the District purchases property, additional funding sources will be sought.

Work conducted under Task 5 Real Estate Support Services (as authorized) will be funded directly from the project budget under which the work is being performed.

kac
Agenda Item #5

Exhibit A
CONTRACT # CP4965-3675-

THIS CONTRACT is made and entered into by and between PUBLIC UTILITY DISTRICT NO. 1 OF SKAGIT COUNTY (Owner) and NEW VENTURES GROUP (Consultant) whose names are subscribed hereto.

WITNESSETH:

WHEREAS the Owner has caused the preparation of certain Contract Documents entitled Real Estate Services to Assist in Surplus Property Sales and Property Acquisition.

WHEREAS the Owner has developed a scope of work, requested a proposal, has received and analyzed said proposals, and has duly given notice of Acceptance of Proposal to the Consultant all of which are made a part hereof and which constitute the whole Contract between the Owner and the Consultant.

NOW, THEREFORE, it is hereby agreed that:
1. The Consultant shall furnish the work, pay all costs, and perform all requirements of this Contract in the manner specified in the attached proposal dated April 4, 2018.
2. The Proposal calls for unit prices and lump sums or time and material pricing set forth in #1 above with a not to exceed price without Owner written approval. The Owner shall pay to the Consultant a total contract amount computed from the unit prices in said Proposal and the actual quantities of units furnished. Based upon the unit prices in the Consultant's Proposal the estimated Total Contract Amount is One Hundred Fifty Seven Thousand Three Hundred and 00/100 Dollars ($157,300.00)
3. Invoices will be paid by the District to the Consultant within 30 days of receiving monthly invoices based on actual quantities of work performed.
4. The attached Indemnification Agreement is hereby made part of this Contract.
5. Either party hereto may terminate this Contract upon thirty (30) days written notice either personally delivered or mailed postage-prepaid by certified mail, return receipt requested, to the party's last known address for the purposes of giving notice under this paragraph. If this Contract is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Contract prior to the effective date of termination.
6. Unless Consultant is terminated with cause, the District shall retain Consultant as its broker to (a) sell all or part of the 1415 Freeway Drive Headquarters Property and (b) acquire a replacement property should the District decide to pursue these transactions within three (3) years of this Contract Notice to Proceed.

IN WITNESS WHEREOF, two (2) identical counterparts of this Contract, each of which shall for all purposes be deemed an original hereof, have been duly executed by the parties hereto.

NEW VENTURES GROUP

George R. Jakutsch, Principal
500 Union Street, Suite 900
Seattle, WA 98010

Date 4/5/18

PUBLIC UTILITY DISTRICT NO. 1 OF SKAGIT COUNTY

George Sidhu, P.E., General Manager
Post Office Box 1436, 1415 Freeway Drive
Mount Vernon WA 98273

Date

Real Estate Services to Assist in Surplus Property Sales and Property Acquisition

CONTRACT 1

CP4965-3675-

April 5, 2018
INDEMNIFICATION AGREEMENT

The Consultant agrees to defend, indemnify, and hold the District harmless from any and all claims, demands, losses, and liabilities to or by third parties arising from, resulting from, or connected with work performed or to be performed under this Contract by the Consultant, its agents, employees, and subconsultants, even though such claims may prove to be false, groundless or fraudulent, to the fullest extent permitted by law and subject to the limitations provided below.

The Consultant's duty to indemnify the District shall not apply to liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the District or the District's agents or employees. The Consultant's duty to indemnify the District for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of Consultant, its agents, employees, or subconsultants and/or the District or the District's agents or employees, shall apply only to the extent of negligence of Consultant, its agents, employees, or subconsultants.

With respect to claims against Consultant by the District pursuant to this Contract only, Consultant expressly waives any immunity that may be granted it under the Workers' Compensation, Industrial Insurance or like statutes and/or any administrative regulations issued pursuant thereto. This waiver does not include or extend to any claims by Consultant's employees directly against Consultant.

Further, Consultant's defense and indemnification obligations under this Contract shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable to or for any third party under Workers' Compensation, Industrial Insurance or like statutes and/or any administrative regulations issued pursuant thereto.

Consultant's duty to indemnify the District for liabilities or losses, other than for bodily injury to persons or damage to property caused by or resulting from negligence, shall apply only to the extent of the fault of Consultant, its agents, employees, or subconsultants, except in situations where fault is not a requirement for liability, in which case indemnity will be provided to the extent the liability or loss was caused by Consultant or its agents, employees, or subconsultants.

Consultant's duty to defend, indemnify and hold the District harmless shall include, as to all claims, demands, losses and liabilities to which it applies, the District's actual attorneys' fees and costs incurred in connection with defending such claim(s) including, without limitation, consultant and expert witness fees and expenses and personnel-related costs in addition to costs otherwise recoverable by statute or court rule.

THE UNDERSIGNED HEREBY CERTIFY THAT THIS AGREEMENT WAS MUTUALLY NEGOTIATED.

NEW VENTURES GROUP [Inc.]

By: George R. Jakbic, Principal
Dated: __________________________

PUBLIC UTILITY DISTRICT NO. 1 OF SKagit COUNTY, WASHINGTON

By: George Sidhu, P.E., General Manager
Dated: __________________________

The Consultant shall cause each of its subconsultants (and suppliers to the extent any perform any work on the Project site) to execute an Indemnification Contract substantially in the form of the foregoing by which each such entity or person assumes to the District all obligations Consultant assumes to the District as set forth above.
Date: April 4, 2018

New Ventures Group (NVG) - Public Utilities District No. 1 of Skagit County (District)
Real Estate Consultant Scope of Work

New Ventures Group's Program for Public Facility Site Acquisition. Public agency property transactions are very different than private sector transactions, particularly in regard to property acquisition. Three critical differences are:

- **Properties Not For Sale.** Our clients usually purchase properties that are not listed for sale, so New Ventures Group (NVG) looks at all potential sites within a defined study area. We consider all properties (usually not on the market) including assemblages of multiple properties. We complement this approach by sourcing the traditional multiple listings and working with the local brokerage community.

- **Public Involvement.** While real estate discussions with the client are usually conducted in the privacy of executive session, it is inevitable that the public will be involved or even invited to participate in the process at some point. As we develop our survey of sites we assess potential impacts of the siting on individual property owners and neighborhoods. It is very likely that we will be asked to address these issues in a public forum.

- **Site Assemblage.** Often, the selection criteria are best met by an assembled site – a compilation of properties, usually with different owners. This multiplicity of properties adds greatly to the complexity and uncertainty of the acquisition. It is common to have both willing and unwilling sellers, so a proven strategy for timing offers and responses and disseminating information is very important. The client is directly involved in this strategy.

Task 1: Identify Alternate Sites

**Siting Process:**

New Ventures Group typically carries out a 3-phase approach including (1) Site Identification, (2) Analysis, and (3) Acquisition.
Phase 1 – Site Identification

- Development of basic site selection criteria with District and Driftmier
- Definition of the geographical study area
- Compilation of a “Long List” of potential sites
- Cursory level analysis of sites
- Elimination of less desirable sites; documentation of rationale
- Refinement of site selection criteria and establishment of a “Short List” of no more than 6 potential sites

Phase 2 – Site Analysis

- Further analysis of site finalists (including independent appraisal)
- Site Plan “Test-Fits” with Driftmier Architects
- Formal scoring of sites (if required)
- Selection of preferred site(s)

The entire process is documented, including a list of the eliminated properties and the reasons for their elimination. The documentation will become essential (a) if/when the client engages the public, (b) for possible regulatory filings such as SEPA, and (c) should the client decide that it is necessary to pursue eminent domain.

If acquisition is authorized NVG will perform the following tasks:

Phase 3 – Acquisition (if authorized by the District)

- Offers / Letters of Intent
- Negotiation with sellers
- Acquisition due-diligence
- Transaction Processing
- Closing

Task 2 - Land Market Value Analysis

2.1 Marketability Study - Headquarters Site. Study would include an opinion of value (based on market comparables), assessment of highest-and-best use, and market pricing strategy. Valuation and marketability analysis may also be required for (a) the entire Headquarters
Site, and (b) the surplus land/building, should the District decide to build on a portion of this site.

2.2 Valuation Analysis – Alternate Sites. Estimated values of Short-list sites in Task 1, Phase 1 above

Task 3 - Options Analysis

3.1 Assist in analysis of Sell/Relocate/Expand/Remodel/New Building Decision. This analysis includes the development of a budget, planning a “sources-and-uses of funds,” procuring construction cost estimates, building a strategy model that includes estimated purchase prices, sales prices, construction cost amounts, and timing of transactions. Options analysis is the “what if?” (e.g. Option 1 - If we sell x acres of highway frontage land for $x and build an x s.f. building on the existing site for $x our cash shortfall/surplus will be $x. Option 2 – we sell the existing site for $x and purchase a site for $x …) NVG would assist as directed in the exploration and analysis of the various facility options by creating models and providing cost and market value data.

Task 4 - Marketing of Surplus Properties

Marketing Plan / District Surplus Properties

New Ventures Group has a proven marketing program for surplus properties. This program combines traditional marketing techniques with a targeted, direct marketing program. NVG will engage and enlist the assistance of the local brokerage community in marketing the following District Surplus Properties. Attached Exclusive Agency Sale Listing Agreement would be utilized. Surplus Properties:

- Forest Estates; Clear Lake Reservoir; Josh Wilson Road Tank Site

The Marketing Plan includes the following essential components:

A. Market Positioning
B. Assessing the Target Market(s)
C. Marketing Plan Implementation
A. Market Positioning

Initial Assessment - Positioning the Property for Maximum Value

New Ventures Group will conduct an initial assessment of each sale property with the District client. NVG will also investigate alternative uses and make recommendations for best positioning the property. At the start, we will confirm that the formal surplus process has kept pace with the marketing plan, including appraisals and public notices. Part of the initial assessment will be to estimate the values of the surplus properties.

The District Surplus Properties will require some research and possibly entitlement enhancement. It is important to remove encumbrances and questions that might lead to buyer uncertainty.

Initial Assessment - Marketability Study Deliverable

The information gathered in the Initial Assessment will be assembled and presented as a Marketability Study – a single deliverable for the three surplus properties. At the conclusion of the Initial Assessment we will have an estimate of value and proposed asking prices, as well as a foundation for developing individual marketing plans for each property.

B. Assessing the Target Market(s)

Target Specific Groups in Addition to Traditional Marketing

Concurrent with the Market Positioning is the identification of the Target Market(s). NVG advocates a pro-active marketing approach that involves the targeting and pursuit of specific buyer groups and involving the local brokerage community.

C. Marketing Plan Implementation

Three-tiered Approach

For most properties we recommend a 3-tiered marketing approach that targets three groups: (A) Targeted Owner Users; (B) The Brokerage Community (including niche brokers), and (C) Public, Institutional and Campus Users. These programs would be initiated simultaneously.

A. Targeted Marketing to owner users: A focused and active marketing of the property to likely users with a known or potential requirement for similar properties. Targeting ensures that the property receives the attention of those best qualified to redevelop the property.
B. Marketing to the Brokerage Community; Local Brokers: NVG will pay particular attention to engaging the local brokerage community. We use established, effective tools including multiples, industry websites, and e-mail marketing. It is an indirect approach, but it is not passive, and it is still the source of most buyers.

C. Marketing to Public Sector, Campus-users and Non-profit Groups: Frequently, a surplus property is useful to another public entity or institutional user. Public sector direct marketing relies heavily on our extensive data base of public agency contacts, as well as non-profit and other institutional users of real estate and their niche brokers. This marketing activity may not be entirely relevant to the three Surplus Properties.

Program / Marketing Techniques

Direct Marketing - NVG uses a disciplined program of canvassing potential buyers/lessees. Direct marketing can include contacting select brokers and developers in appropriate market sectors. We provide the client with a list of potential purchasers that is updated periodically, as required.

Multiple Listings - The properties will be promoted through New Ventures Group’s association with CBA multiple listing services for commercial properties and the NWMLS for residential users. We would ensure that the properties are displayed on appropriate real estate industry websites.

Marketing Package - NVG will prepare an electronic or e-mail marketing brochure and website for the property. Should the client elect to design its own materials, NVG can coordinate the combined marketing effort. Signage and advertising, as appropriate, are part of the package.

Task 5 - Real Estate Services Support (As Authorized)

Linear projects; Right-of-Way Projects; Pipelines; Transmission Lines. Assist the District with various tasks including value estimates, coordination of consultants, negotiation with owners, etc. as authorized.
### Fee Schedule

<table>
<thead>
<tr>
<th>Task Category</th>
<th>Rate</th>
<th>Total</th>
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</table>
| 1. Identify Alternate Sites | Hours to be credited against commission on acquisition or disposition of property | Phase 1: $50,000  
Phase 2: $18,000  
Phase 3: $0 | $68,000 |
| 2. Land Market Value Analysis | Hours to be credited against commission on acquisition or disposition of property | $11,250 |
| 3. Options Analysis         | Hours to be credited against commission on acquisition or disposition of property | $13,250 |
| 4. Marketing of Surplus Properties | Hours to be credited against commission on sale of Surplus Properties | $14,800 |
| 5. Real Estate Services Support | Hours to be credited against commission on acquisition of property | $50,000  
(Future T&M as Authorized) | $157,300 |

### Timeline Estimate

<table>
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<tr>
<th>Task Category</th>
<th>Deliverable</th>
<th>Duration</th>
</tr>
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</table>
| 1. Identify Alternate Sites |                              | Phase 1: Months 1-4  
Phase 2: Months 4-12 |
| 2. Land Market Value Analysis |                            | Months 1-12 |
| 3. Options Analysis         |                              | Months 1-36 |
| 4. Marketing Surplus Properties | Marketability Study (Month 1-2) | Months 1-9 |
| 5. Real Estate Services Support |                            | Months 1-36 |
New Ventures Group works on a “fee against commission” basis whereby hourly fees are paid and credited against a commission should a transaction occur per . The fee will be billed and paid on a monthly basis. Billing Policy and Commission are as follows:

NEW VENTURES GROUP
BILLING POLICY

Effective January 1, 2018

Professional Fee Schedule:
Principal $245/hour
Associate $165/hour
Administrative Support $65/hour

Non-Labor Fees:
Non-labor expenses incurred in performance of the services shall be reimbursed at unit prices as follows:
- Reimbursable expenses for client approved consultants at cost plus 10% (Non-reimbursable)
- Marketing material and signage for listed properties to be reimbursed at cost. (Reimbursable)

Commission Credit:
Any fees billed by New Ventures Group to Buyer for assignments with an approved commission agreement shall be credited against a 5% commission according to the Real Estate Consultant Fee Schedule in attached Scope of Work for that assignment. The commission is to be paid by the District and credited against any other commissions received by NVG. In no instance shall NVG receive the total of both the hourly fee and the commission.

Invoices remaining unpaid after 30 days will receive an interest charge of 1.5% per month.
This Agreement is made by and between Public Utility District No. 1 of Skagit County (“Seller”) and New Ventures Group Inc. (“Firm”). Seller hereby grants to Firm the exclusive and irrevocable right to sell and to receipt for deposit in connection therewith Seller’s commercial real estate legally described as set forth on attached Exhibit A and commonly described as ALL OR A PORTION OF Parcels P27978, P65469, P30137 and P111030, City of Mount Vernon, Skagit County, Washington (the “Property”).

1. DURATION OF AGREEMENT. This Agreement shall commence on April 4, 2018 and shall expire at 11:59 p.m. on April 3, 2021.

2. PRICE AND TERMS. Seller agrees to list the Property at a price of $to be determined and shall consider offers that include the following terms:
   Possession: As acceptable to Seller
   Terms: Cash

3. DEFINITIONS. As used in this Agreement, (a) “CBA” shall mean the Commercial Brokers Association; and (b) “sell” shall mean sell, contract to sell, enter into a contract to sell, exchange, lease for over 5 years, and/or enter into an option to purchase the Property. The phrases “this Agreement” and “during the term hereof” include separate, written extensions or renewals of this Agreement.

4. AGENCY/DUAL AGENCY. Seller authorizes Firm to appoint George Jakotic and Peter Folkings as Seller’s Listing Broker. This Agreement creates an agency relationship with Listing Broker and any of Firm’s brokers who supervise Listing Broker’s performance as Seller’s agent (“Supervising Broker”). No other brokers affiliated with Firm are agents of Seller, except to the extent that Firm, in its discretion, appoints other brokers to act on Seller’s behalf as and when needed.
   If the Property is sold to a buyer represented by one of Firm’s brokers other than Listing Broker (“Buyer’s Broker”), Seller consents to any Supervising Broker who also supervises Buyer’s Broker acting as a dual agent. If the Property is sold to a buyer who Listing Broker also represents, Seller consents to Listing Broker and Supervising Broker acting as dual agents. Seller has received from Listing Broker the pamphlet entitled “The Law of Real Estate Agency.”
   If any of Firm’s brokers acts as a dual agent, Firm shall be entitled to the entire commission payable under this Agreement plus any additional compensation Firm may have negotiated with the buyer.

5. PROPERTY OWNERSHIP AND INFORMATION. Seller warrants that Seller has the right to sell the Property on the terms set forth in this Agreement and agrees to furnish and pay for a buyer’s policy of title insurance showing marketable title to the Property. Seller also warrants that the Property Information on the Property Information pages of this Agreement is correct. Seller understands that Firm and other members of CBA will make representations to prospective buyers based solely on the Property information in this Agreement and agrees to indemnify and hold Firm and other members of CBA harmless in the event the foregoing warranties are incorrect. Seller acknowledges that following closing, the amount of the purchase price and any other terms of the sale of the Property shall not be deemed confidential information, and Seller authorizes disclosure of the same. Seller acknowledges receipt of a copy of this Agreement, with the Property Information pages of this Agreement fully filled in.

6. CLOSING COSTS. In addition to purchasing a buyer’s policy of title insurance, Seller agrees to pay one-half of any escrow fees. Rents, Insurance, taxes, interest and reserves on assumed encumbrances are to be prorated between Seller and buyer as of the date of closing. A sale on real estate contract shall be on Form LPB45, currently distributed by title insurance companies.
EXCLUSIVE AGENCY SALE LISTING AGREEMENT

7. COMMISSION. Firm shall be entitled to a commission if: (a) Firm sells or procures a buyer on the terms of this Agreement or on other terms acceptable to Seller; (b) Seller sells the Property through any other real estate Firm during the term of this Agreement; (c) Seller sells the Property within six months after the expiration or sooner termination of this Agreement to a person or entity that submitted an offer to purchase the Property during the term of this Agreement or that appears on any registration list provided by Firm pursuant to this Agreement or to an "Affiliate" of such a person or entity that submitted an offer or that appears on the registration list; (d) the Property is made unmarketable by Seller's voluntary act; or (e) Seller withdraws the Property from sale, or otherwise prevents Firm from selling it. The commission shall be calculated as follows: **5% of the Sale Price less fees paid to date per the attached Billing Policy.**

Firm shall submit any registration list to Seller within 15 days after the expiration or sooner termination of this Agreement and shall only include on the registration list persons or entities to whose attention the Property was brought through the signs, advertising or other action of Firm, or who received information secured directly or indirectly from or through Firm during the term of this Agreement. Seller shall provide the registration list to any other brokers that assist the Seller with this Property. "Affiliate" means, with respect to any person or entity that submitted an offer during the term of this Agreement or that appears on the registration list, any buyer which has more than a 10% ownership or voting interest in such an entity or any buyer in which more than 10% of the ownership or voting interests are owned or controlled by such a person or entity.

8. FIRM/MULTIPLE LISTING. Firm shall cause this listing to be published by CBA for distribution to all CBA members through CBA's listing distribution systems. Firm shall cooperate with all other members of CBA in working toward the sale of the Property. Seller understands and agrees that all Property information contained in this Agreement or otherwise given to CBA becomes the Property of CBA, is not confidential, and will be given to third parties, including prospective buyers, other cooperating members of CBA who do not represent the Seller and, in some instances, may represent the buyer and other parties granted access to CBA's listing systems. Seller agrees that Firm may record this Agreement. Regardless of whether a cooperating member is the broker of the buyer, the Seller, neither or both, the member shall be entitled to receive the selling office's share of the commission as designated by the listing office. IT IS UNDERSTOOD THAT CBA IS NOT A PARTY TO THIS AGREEMENT, AND ITS SOLE FUNCTION IS TO FURNISH THE DESCRIPTIVE INFORMATION SET FORTH IN THIS LISTING TO ITS MEMBERS, WITHOUT VERIFICATION AND WITHOUT ASSUMING ANY RESPONSIBILITY FOR SUCH INFORMATION OR IN RESPECT TO THIS AGREEMENT.

9. ATTORNEY'S FEES. In the event either party employs an attorney to enforce any terms of this Agreement and is successful, the other party agrees to pay a reasonable attorney's fee and any costs and expenses incurred. In the event of trial, venue shall be in the county in which the Property is located, and the amount of the attorney's fee shall be as fixed by the court.

10. ADDITIONAL TERMS. In addition to the Property Information pages of this Agreement and Exhibit A (legal description), the following amendments or addenda (which are also attached hereto) are part of this Agreement: Per the attached Scope of Work Section 4, Marketing of Surplus Properties.
AGENDA Item #5

EXCLUSIVE AGENCY SALE LISTING AGREEMENT

SELLER

Seller/Authorized Signature

Name: 
Title: 
Date: 

FIRM

New Ventures Group Inc, Firm (Company)
(Office)

By: (Authorized Representative)
Date: 

Seller/Authorized Signature

Name: 
Title: 
Date: 

EXCLUSIVE AGENCY SALE LISTING AGREEMENT

EXHIBIT A
(Legal Description)

To be attached or as follows:

Legal Description of P27978:
A tract of land within the Northeast 1/4 of Section 28, Township 34 North Range 4 East, W.M., described as follows:
(0.0500 ac) N 50FT OF E 193.01FT OF E 54RDS OF NE1/4 S OF & ADJ TO S LI LT 52
FOREST ESTAT PLT

Legal Description of P65469
The South 50.0 feet of Lot 52, "FOREST ESTATES" as per plat recorded in Volume 8 of
Plats, page 53 and 54, records of Skagit County, Washington;
Situated in the City of Mount Vernon, County of Skagit, State of Washington.

Legal Description of P30137:
THAT PORTION OF LOT 3, SECTION 6, TOWNSHIP 34 NORTH, RANGE 5 EAST
W.M., DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 295 FEET NORTH AND
221.7 FEET EAST OF THE SOUTHWEST CORNER OF SAID LOT 3; THENCE
SOUTH 69-22 EAST 350 FEET; THENCE NORTH 24-14 EAST 375.5 FEET; THENCE
SOUTH 88-19 WEST 412 FEET; THENCE SOUTH 18-37 WEST 218.5 FEET TO
PLACE OF BEGINNING, SURVEY AF#201206140115

Legal Description of P111030:
THAT PORTION OF THE SW1/4 DESCRIBED AS FOLLOWS: COMMENCING AT
THE SW CORNER OF SAID SECTION 27; THENCE NORTH 1-36-21 EAST ALONG
THE WEST LINE OF SAID SECTION 27, 660.26 FEET TO THE NW CORNER OF THE
SOUTH 660 FEET OF THE SW1/4 SW1/4 OF SAID SECTION 27, BEING THE TRUE
POINT OF BEGINNING; THENCE CONTINUING NORTH 1-36-21 EAST, 208.75
FEET; THENCE NORTH 90-00-00 EAST, 208.75 FEET; THENCE SOUTH 1-36-21
WEST, 208.75 FEET TO A POINT ON THE NORTH LINE OF SAID SOUTH 660 FEET
OF THE SW1/4 SW1/4; THENCE NORTH 90-00-00 WEST ALONG SAID SOUTH 660
FEET SUM OF THE SW1/4 SW1/4, 208.75 FEET TO THE TRUE POINT OF BEGINNING
April 6, 2018

TO: Commission

FROM: George Sidhu, P.E., General Manager

SUBJECT: Agreement with Aronson Security Group for Completion of Department of Health (DOH) Security Mandates

Requested Action:
Authorize the General Manager to execute agreements with Aronson Security Group for the completion of the 2018 DOH Security Mandates projects at 9th and Highland, Appaloosa, Cimmaron Ridge, Alger well, and Bayview.

Background:
As part of recent sanitary surveys completed by DOH on the District’s nine different water systems, security improvements were recommended for reservoirs, pump stations, well facilities and other structures. We have chosen to complete the security improvements by budgeting a certain amount of money for that work during the annual budgeting process and then selecting a given number of sites every year.

For the 2018 DOH Security Mandates, we have elected to complete the improvements at the 9th and Highland reservoir site, the Appaloosa pump station, the Cimmaron Ridge reservoir and pump station, the Alger well, and the Bayview reservoir site.

The scope of work and fee estimate presented to the Board reflects an increase in the amount that was approved for the 2018 Budget. However, knowing that completion of the security improvements will be ongoing for a number of years until all the sites are complete, it is proposed that we add a fifth site to the scope of work this year in order to complete the work faster. It will require a budget adjustment within the IT Department budget, but if the work on that fifth site is not completed this year, it will be on the list to complete next year. So for a small line item adjustment, security improvements can be made to five sites instead of four in 2018.

Fiscal Impact:
The project for DOH Security Mandates is funded in the 2018 budget under Capital Budget Request Line Item #43. The budget is for $135,000, but instead of limiting the project to four sites to stay under the budget amount, line item adjustments will be made within the IT Department Budget in order to complete the security updates for five sites in 2018.

kac
Proposal for:

NASPO
ValuePoint
#3407

Washington State Department of Enterprise Services
Participating Addendum #03017

9th and Highland Security Upgrade
Skagit Public Utility District
SEA-17217

Prepared by:
Ed Stumpff

February 27, 2018

This document is proprietary and confidential and is not to be copied or distributed without prior written approval from Aronson Security Group, Inc. (ASG). This document is submitted with the understanding that it will be kept confidential between the Client and ASG and will be returned to ASG within 30 days if an agreement is not reached.
**Schedule**

Upon receipt of Proposal Acceptance, a member of our Project Management Team will contact you in order to set up a meeting to formulate a comprehensive Implementation Schedule.

<table>
<thead>
<tr>
<th>Investment Summary</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Access, Intrusion and Video Surveillance</strong></td>
</tr>
<tr>
<td><strong>$20,606.59</strong></td>
</tr>
<tr>
<td><strong>Travel Expenses</strong></td>
</tr>
<tr>
<td><strong>$2,670.00</strong></td>
</tr>
<tr>
<td><strong>Sub-total</strong></td>
</tr>
<tr>
<td><strong>$24,433.17</strong></td>
</tr>
<tr>
<td><strong>Estimated Taxes</strong></td>
</tr>
<tr>
<td><strong>$2,125.69</strong></td>
</tr>
<tr>
<td><strong>Payment and Performance Bond Fee (see “Retention and Bonds” below)</strong></td>
</tr>
<tr>
<td><strong>$610.83</strong></td>
</tr>
<tr>
<td><strong>Total System Investment</strong></td>
</tr>
<tr>
<td><strong>$27,169.69</strong></td>
</tr>
</tbody>
</table>
Proposal for:

NASPO
ValuePoint
#3407

Washington State Department of
Enterprise Services
Participating Addendum #03017

Appaloosa - Install Access, Intrusion & Video
Skagit Public Utility District
SEA-17240

Prepared by:
Ed Stumpff

February 27, 2018

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Upon receipt of Proposal Acceptance, a member of our Project Management Team will contact you in order to set up a meeting to formulate a comprehensive Implementation Schedule.

<table>
<thead>
<tr>
<th>INVESTMENT SUMMARY</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Access, Intrusion and Video Surveillance</td>
<td>$22,668.76</td>
</tr>
<tr>
<td>Travel Expenses</td>
<td>$2,150.00</td>
</tr>
<tr>
<td>Sub-total</td>
<td>$24,818.76</td>
</tr>
<tr>
<td>Estimated Taxes 8.5%</td>
<td>$2,109.59</td>
</tr>
<tr>
<td>Payment and Performance Bond Fee (see “Retention and Bonds” below)</td>
<td>$620.47</td>
</tr>
<tr>
<td>Total System Investment</td>
<td>$27,548.82</td>
</tr>
</tbody>
</table>
Proposal for:

**NASPO**

**Value Point**

#3407

**Washington State Department of Enterprise Services**

Participating Addendum #03017

**Cimmaron - Install Access, Intrusion and Video**

Skagit Public Utility District

SEA-17241

Prepared by:

Ed Stumpff

February 27, 2018

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**Schedule**

Upon receipt of Proposal Acceptance, a member of our Project Management Team will contact you in order to set up a meeting to formulate a comprehensive Implementation Schedule.

**Investment Summary**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Access, Intrusion and Video Surveillance</td>
<td>$25,142.44</td>
</tr>
<tr>
<td>Travel Expenses</td>
<td>$2,440.00</td>
</tr>
<tr>
<td>Sub-total</td>
<td>$27,582.44</td>
</tr>
<tr>
<td>Estimated Taxes 8.5%</td>
<td>$2,344.50</td>
</tr>
<tr>
<td>Payment and Performance Bond Fee (see &quot;Retention and Bonds&quot; below)</td>
<td>$628.56</td>
</tr>
<tr>
<td><strong>Total System Investment</strong></td>
<td><strong>$30,555.50</strong></td>
</tr>
</tbody>
</table>
Proposal for:

NASPO
Value Point
#3407

Washington State Department of
Enterprise Services
Participating Addendum #03017

Alger Well - Install Access, Intrusion & Video
Skagit Public Utility District
SEA-17242

Prepared by:
Ed Stumpff

February 27, 2018

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<table>
<thead>
<tr>
<th>Camera #2</th>
<th>Mounted inside opposite wall of door, viewing entry of door</th>
</tr>
</thead>
<tbody>
<tr>
<td>Function: Camera is fixed</td>
<td>Viewing Quality: Frame rate – Full frame rate as determined by server and number of cameras viewed.</td>
</tr>
<tr>
<td>Recording: Motion Based 7.5fps</td>
<td>Storage Duration: Target 30 days, user configuration may change storage duration</td>
</tr>
<tr>
<td>View: Entry door, image to capture full height figure when person enters.</td>
<td>High percentage of forensic data recovery (40 pixels on target per foot) possible depending on image captured.</td>
</tr>
</tbody>
</table>
Proposal for:

NASPO
Value Point
#3407

Washington State Department of Enterprise Services
Participating Addendum #03017

Bayview - Install Access, Intrusion & Video
Skagit Public Utility District
SEA-17243

Prepared by:
Ed Stumpff

February 27th, 2018

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**Schedule**

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**Investment Summary**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Access Control, Intrusion &amp; Video Surveillance</td>
<td>$23,459.04</td>
</tr>
<tr>
<td>Travel Expenses</td>
<td>$3,208.86</td>
</tr>
<tr>
<td>Sub-Total</td>
<td>$26,667.90</td>
</tr>
<tr>
<td>Estimated Taxes 8.5%</td>
<td>$2,266.77</td>
</tr>
<tr>
<td><strong>Payment and Performance Bond Fee (see “Retention and Bonds” below)</strong></td>
<td><strong>$666.70</strong></td>
</tr>
<tr>
<td><strong>Total System Investment</strong></td>
<td><strong>$29,601.37</strong></td>
</tr>
</tbody>
</table>
Agenda Item #9

April 4, 2018

TO: George Sidhu, P.E., General Manager

FROM: Mark Handzlik, P.E., Engineering Manager

BY: Mike Benton, Project Manager

SUBJECT: Interlocal Agreement (ILA) with the City of Sedro-Woolley

Requested Action:
Authorize the General Manager to execute and enter into an interlocal agreement with the City of Sedro-Woolley in the amount of $7,350.00 with future commitments up to $296,835.00, for water system improvements along State Street, from Walley Street to 3rd Street.

Background:
The City of Sedro-Woolley will be performing surface improvements along State Street between Walley Street and 3rd Street, see attached Exhibit “A”.

These segments of the District’s water system have been on the pipe replacement program since 2014. The existing pipes are 6 and 8-inch cast iron that were installed in 1943. While cast iron pipes can have a very long service life, the pipe diameters do not provide sufficient capacity for current fire flow demands. Therefore, considering age, capacity, and timing efficiencies, the District will replace this infrastructure with 12-inch ductile iron pipe matching the capacity of the pipes east and west of this project where it will be connected.

Historically the District has found advantage when projects are able to be incorporated into other municipal partners work. The intention of this interlocal agreement is to secure that advantage.

Through an interlocal with the City of Sedro-Woolley, the District will reimburse the City for design and construction work. The design work is estimated at $7,350.00. The construction cost is estimated at approximately $289,485.00 which includes a 20% contingency.

The District’s portion of the construction will be bid as a separate bid schedule under the City’s contract. At the time of award the Commission will receive updated information regarding scope and fee; however, no additional funding approval will be sought unless the bid amount exceeds the estimated project authorization of $296,835.00.
Memorandum re: Interlocal with the City of Sedro-Woolley
April 4, 2019
Page 2

A break down of those costs follows:

<table>
<thead>
<tr>
<th>Item</th>
<th>Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>ILA – Design &amp; Bid Doc Preparation</td>
<td>$7,350.00</td>
</tr>
<tr>
<td>Engineer’s Estimate for Contract</td>
<td>$223,650.00</td>
</tr>
<tr>
<td>Subtotal</td>
<td>$231,000.00</td>
</tr>
<tr>
<td>Contingency</td>
<td>$19,635.00</td>
</tr>
<tr>
<td>Sales Tax</td>
<td>$46,200.00</td>
</tr>
<tr>
<td><strong>Total Project Estimate</strong></td>
<td><strong>$296,835.00</strong></td>
</tr>
</tbody>
</table>

**Fiscal Impact:**
Funding for this interlocal agreement and project will come from Budget Line Item #60 Mandated by Other Agencies. This budget line item holds $810,000.00. The work is consistent with the intended use of these funds.

kac
INTERLOCAL AGREEMENT BETWEEN THE CITY OF SEDRO-WOOLLEY AND SKAGIT COUNTY PUBLIC UTILITY DISTRICT NUMBER 1

THIS AGREEMENT is made and entered into this ___ day of _____________ 20___, by and between the City of Sedro-Woolley, a Washington Municipal Corporation, herein referred to as “CITY,” and Public Utility District Number 1 of Skagit County, herein referred to as “PUD.”

WHEREAS, the City is in the process of constructing the 2018 State Street Overlay Project, City Project 2018-PW-03,

WHEREAS, PUD desires to replace and upgrade an existing PUD water main located within the project limits,

WHEREAS, the parties believe the project will be completed most efficiently and cost effectively if the PUD work is conducted pursuant to the City’s contract with the prime contractor,

WHEREAS, the City and PUD are each independently authorized by law to conduct such activity; and,

WHEREAS, RCW 39.34.080 authorizes a public agency to contract with another public agency to perform any governmental service, activity, or undertaking which each public agency is authorized to perform, provided that such contract shall be authorized by the governing body of each party to the contract; and,

WHEREAS, RCW 39.34.010 permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities, including an agency of state government, on a basis of mutual advantage; and,

WHEREAS, it is of mutual advantage to the City and PUD to enter into this Agreement providing a mechanism for the PUD’s work related to the City’s project to be constructed by the City and paid for by the PUD as part of the 2018 State Street Overlay Project (the Project); and,

WHEREAS, it is necessary for the City and the PUD to enter into an agreement setting forth the terms, conditions, and requirements for completing the Project.

NOW, THEREFORE, in consideration for the terms and conditions contained herein and in the documents incorporated herein, the parties agree as follows:
STATEMENT OF WORK

1. The City will assist the PUD in conducting the following:

Bid Schedule B: Skagit County PUD No. 1 Water Main Improvements

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Item Description</th>
<th>Unit of</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>xx</td>
<td>CONSTRUCTION PHASE - TO BE DETERMINED</td>
<td>1.00 LS</td>
<td>TBD</td>
</tr>
<tr>
<td></td>
<td>Construction Phase - Schedule B SUB-TOTAL</td>
<td></td>
<td>TBD</td>
</tr>
<tr>
<td></td>
<td>Tax at 8.5 Percent</td>
<td></td>
<td>TBD</td>
</tr>
<tr>
<td></td>
<td>Total Schedule B Including Tax</td>
<td></td>
<td>TBD</td>
</tr>
<tr>
<td></td>
<td>Design Engineering</td>
<td>1.00 EST</td>
<td>$3,500.00</td>
</tr>
<tr>
<td></td>
<td>Construction Engineering Coordination</td>
<td>1.00 EST</td>
<td>$1,500.00</td>
</tr>
<tr>
<td></td>
<td>Construction Surveying (estimated)</td>
<td>1.00 EST</td>
<td>$1,500.00</td>
</tr>
<tr>
<td></td>
<td>Soils Testing (estimated)</td>
<td>1.00 EST</td>
<td>$500.00</td>
</tr>
<tr>
<td></td>
<td>Contract Administration</td>
<td>5%</td>
<td>$350.00</td>
</tr>
<tr>
<td></td>
<td>TOTAL (ROUNDED)</td>
<td></td>
<td>$7,350.00</td>
</tr>
</tbody>
</table>

COMPENSATION

2. City will charge PUD for its portion of the services described above at its actual costs plus 5% for Administration for a maximum compensation not to exceed $7,350.00 without further authorization from PUD. Requests by PUD for any other services by the City shall be negotiated as a mutually agreed amendment to this Agreement prior to the City providing the service. Upon reaching the maximum compensation, the City will have no further responsibility or obligation regarding the provision of services under this Agreement unless it is amended by mutual written agreement to authorize additional compensation.

It is contemplated that the City will contract for all aspects of the job, and the PUD will reimburse the City for its respective share of the contract costs associated with the scope of work identified above.

PUD will review and approve design documents, furnish design survey data in electronic format, and provide field inspection services for their portion of the work. City's contract manager and inspector will coordinate with PUD and schedule testing and administer change orders and pay requests.

Design and construction phase engineering coordination, construction surveying and soils testing costs shown above are estimates. The actual cost will be billed based on invoices from the appropriate sub-consultant. Construction Phase Services and Construction Contract will be determined after close of bids.

In the event a dispute arises between the City and a contractor that may affect the costs of the work for which PUD is responsible, the City will consult with PUD concerning the dispute and the method of resolution.
In the event the work requires change orders due to unforeseen conditions or other matters, the City is authorized to approve change orders related to the portion of the work for which PUD is responsible, after consultation with PUD, for a total amount not to exceed the amount provided for in the construction contract for changes, overruns and contingencies.

**PAYMENT PROCEDURE**

3. The City shall submit invoices to PUD on a monthly basis. Payment shall be made by warrant or account transfer by PUD to the City within 30 days of receipt of the invoice. Details of payment process shall be determined by the parties’ respective financial offices.

**INDEPENDENT CAPACITY**

4. The officials, employees or agents of each party who are engaged in the performance of this Agreement shall continue to be officials, employees or agents of that party and shall not be considered for any purpose to be officials, employees or agents of the other party.

**LEGAL RELATIONS**

5. Neither party shall be liable for damage or claims which arise from or relate to the performance or non-performance of this Agreement by the other party. Each party shall be responsible only for the negligent acts and omissions of its own officers, employees, and agents, and no party shall be considered the agent of the other.

**ASSIGNMENT**

6. PUD understands that the City will contract for services to be provided under this agreement and amendments thereto. However, neither party shall assign or convey its interests or obligations under this Agreement without the written consent of the other. There are no third-party beneficiaries of this agreement.

**DISPUTES**

7. It is expected that any conflicts arising out of the implementation of this Agreement will be resolved at the staff level. In the event that issues cannot be resolved by staff in a timely fashion, the parties agree to elevate the dispute through equivalent management levels of each party, and, if necessary to the general manager and City Supervisor. OR DESIGNEE.

In the event that a dispute cannot be resolved in the manner described above, they shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, contract terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto.
AMENDMENT

8. This Agreement shall be amended only by written mutual consent of the parties. Amendments to this agreement may be initiated by any of the parties and will become final after written agreement by all parties and appropriate signatories is executed.

TERMINATION

9. This agreement is effective from the date of signature by all parties and remains in effect until modified by written mutual consent or terminated. Either party may terminate this Agreement upon thirty (30) days written notification to the other party. If this Agreement is so terminated, PUD shall be responsible to the City for performance rendered or costs incurred or contracted for in accordance with the terms of this Agreement prior to the effective date of termination, including the cost of any work contracted for by the City or the cost to the City to terminate the contract for said work.

CONTRACT MANAGEMENT

10. The contract administrators shall be the persons listed below. The contract administrator for each party shall be responsible for and shall be the contact person for all notices and communications regarding the performance of this Agreement.

   Mike Benton
   Project Manager
   Skagit County PUD No. 1
   POB 1436
   1415 Freeway Drive
   Mount Vernon, WA 98273
   (360) 848-4439
   benton@skagitpud.org

   David Lee, PE
   City Engineer
   City of Sedro-Woolley
   325 Metcalf Street
   Sedro-Woolley, WA 98284
   (360) 855-0771
   dlee@ci.sedro-woolley.wa.us

GOVERNANCE

11. This Agreement is entered into and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

   In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:
   
   • Applicable state and federal constitution statutes and rules;
   • Statement of work; and
   • Any other provisions of the Agreement, including materials incorporated by reference.
WAIVER

12. A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in writing signed by an authorized representative of the party and attached to the original Agreement.

SEVERABILITY

13. If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of the Agreement, and to this end the provisions of this Agreement are declared to be severable.

ALL WRITINGS CONTAINED HEREIN

14. This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

ADDITIONAL PROVISIONS

15. This Agreement does not create any separate legal entity, create any joint organization, establish any common budget, nor authorize the joint acquisition of any personal or real property.

DATED this ___ day of _________________, 20__.

CITY OF SEDRO-WOOLLEY

Mayor

ATTEST:

Finance Director

PUBLIC UTILITY DISTRICT NO. 1 OF SKAGIT COUNTY

George Sidhu, P.E. - General Manager

APPROVED AS TO FORM:
## 2018 Capital Budget Requests - Attachment A

<table>
<thead>
<tr>
<th>DEPT DESCRIPTION</th>
<th>REQUESTED AMOUNT</th>
<th>2018 Revised Proposed</th>
<th>SOURCE</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Carry over from 2017 (includes carry over)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>45</strong> WSP Fiber from 5th to PUD Campus</td>
<td>$30,000</td>
<td>$30,000</td>
<td>$30,000</td>
<td>Revenue</td>
</tr>
<tr>
<td><strong>46</strong> WSP Fiber from 5th to Division Tank</td>
<td>$30,000</td>
<td>$70,000</td>
<td>$70,000</td>
<td>Revenue</td>
</tr>
<tr>
<td><strong>47</strong> WSP Fiber from Division Tank to Waugh Rd</td>
<td></td>
<td>$20,000</td>
<td>$20,000</td>
<td>Revenue</td>
</tr>
<tr>
<td><strong>48</strong> WSP Fiber from Division Tank to Eagle’s Nest</td>
<td></td>
<td>$30,000</td>
<td>$30,000</td>
<td>Revenue</td>
</tr>
<tr>
<td><strong>49</strong> WSP Judy-MV Trans Line Phase II</td>
<td>$1,540,000</td>
<td>$2,500,000</td>
<td>$2,875,000</td>
<td>2016 and 2018 Bonds</td>
</tr>
<tr>
<td><strong>50</strong> WSP Best Road Pipeline Improvements</td>
<td>$50,000</td>
<td>$5,150,000</td>
<td>$5,200,000</td>
<td>2017 Bond and SDP</td>
</tr>
<tr>
<td><strong>51</strong> WSP Conway I-5 Crossing</td>
<td>$200,000</td>
<td>$1,000,000</td>
<td>$1,200,000</td>
<td>Revenue</td>
</tr>
<tr>
<td><strong>52</strong> WSP Burkhart Road Pipeline Improvements</td>
<td></td>
<td>$250,000</td>
<td></td>
<td>-</td>
</tr>
<tr>
<td><strong>53</strong> WSP Mountain View Consolidation</td>
<td></td>
<td>$1,500,000</td>
<td>$300,000</td>
<td>Loan</td>
</tr>
<tr>
<td><strong>54</strong> WSP Annual Pipe Replacement</td>
<td>$3,500,000</td>
<td>$3,500,000</td>
<td>$3,500,000</td>
<td>Revenue and SDP</td>
</tr>
<tr>
<td><strong>55</strong> O&amp;M Raw Water Pump Station Analysis</td>
<td></td>
<td>$75,000</td>
<td>$75,000</td>
<td>Revenue</td>
</tr>
<tr>
<td><strong>56</strong> O&amp;M Raw Water Pump Station Upgrade</td>
<td>$140,000</td>
<td>$1,500,000</td>
<td>$1,575,000</td>
<td>2018 Bond</td>
</tr>
<tr>
<td><strong>57</strong> O&amp;M Document Management and Content System</td>
<td></td>
<td>$500,000</td>
<td></td>
<td>-</td>
</tr>
<tr>
<td><strong>58</strong> O&amp;M Upgrade Cayenta</td>
<td>$60,000</td>
<td>$60,000</td>
<td>$125,000</td>
<td>Revenue</td>
</tr>
</tbody>
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**REQUESTS FROM WATER SYSTEM PLAN** | **$17,685,000.00** | **$15,300,000.00** |

**Engr:** General Upgrading (System Devil) | 5 | - | - | |
**Engr: Mandated by Other Agencies** | $810,000 | $810,000 | | Revenue |

**GRAND TOTAL CAPITAL BUDGET** | **$21,514,733.00** | **$19,257,373.00** |
The best way to maintain high quality drinking water is to prevent contaminants from reaching drinking water sources. A prevention program to guard against contamination is considerably more cost effective than paying the costs associated with contamination. About 65 percent of Washington’s residents use groundwater as their source of drinking water. In some areas, dependency on groundwater approaches 100 percent. To minimize the possibility that land uses will contaminate the groundwater they use, Group A systems must delineate wellhead protection areas for each source.

A wellhead protection area is the surface and subsurface area surrounding a well or well field that a water system must manage to prevent contaminants from reaching groundwater. Wellhead protection areas are divided into four zones representing the time it would take a particle of water to travel from the zone boundary to the well. Land-use planners use the zones to determine where it is safe to locate future “high risk” and “medium risk” potential contaminant sources. Agencies also rely on these zones to determine which potential contaminant sources might pose a risk to safe drinking water. Higher risk areas may require increased regulatory attention and technical assistance, with an emphasis on pollution prevention and risk reduction.

In the early days of the Wellhead Protection Program, most systems chose a calculated fixed radius (CFR) method to determine the 6-month, 1-, 5- and 10-year time of travel. This method draws circular protection areas for each zone, based on a simple volumetric flow equation. A major drawback of this method is that groundwater rarely behaves this simply. As a result, using a CFR method may result in protecting areas that don’t need protection, or ignoring areas that might pose a threat (see example below).

To safeguard drinking water supplies by increasing the reliability of your wellhead protection area, you might consider using a delineation method other than CFR. These more advanced methods:

- Reduce the chance of contamination.
- Help to protect areas that actually need protecting.
- Provide greater accuracy for planners making land use decisions.
- Are more appropriate than CFRs for most geologic settings in Washington State.
- Help you tell your customers where their water comes from.

The cost of upgrading to analytical modeling or hydrogeologic mapping can be low. The U.S. Geologic Survey (USGS) already created numerical models for many areas of Washington. Using USGS models can greatly reduce the cost of switching to a numerical model.

We created a tool and guidance to help you determine the best delineation method(s) for your system, which you can find along with other resources at doh.wa.gov/SourceWaterProtection. More resources are available from the U.S. Environmental Protection Agency at epa.gov/SourceWaterProtection.
TOOLS FOR EFFECTIVE WELLHEAD PROTECTION

A wellhead protection program requires water systems to assess their sources’ vulnerability to contamination and create a zoned protection area based on the time it takes for a particle of water to travel from the zone to the well.

Whether you are developing a new wellhead protection plan or completing a two-year update, here are tools to make your effort easier and more effective.

**Delineation**

To complete a basic wellhead delineation (calculated fixed radius, or CFR), you need to know the pumping rate of the well and the length of the well opening (often screen length), and the aquifer porosity and time. Guidance defines both the time and porosity.

**Well log:** Your well log will help you determine the susceptibility of your source and the length of the well opening (screen). There should be a copy of your well log in your planning documents. If not, you can find it on Department of Ecology’s website (search for “Well report (log) viewer”).

**Susceptibility Assessment:** Your assessment should be in your water system planning document. However, if anything with your source changed it may be out of date. If your assessment is out of date, submit an update to your regional office source monitoring staff.

**Source Water Assessment Program (SWAP) mapping application:** Visit our SWAP website to review our record for your current wellhead delineation.

**Contaminant Inventory**

There are multiple tools you can use when developing or updating a contaminant inventory. Choosing the right tools will depend on the location of your source and the type of activities that occur within your wellhead protection area.

**Sources in rural or agricultural areas:** A windshield survey and aerial maps or SWAP review may provide adequate information for the contaminant inventory.

**Sources in urban or industrial areas:** Permitted activities are more likely to affect these sources, so you may need to review additional resources to identify contaminant risks. You will need extra care and review for highly susceptible sources.

**SWAP mapping application:** Visit our website to find two layers (Active and Inactive Ecology Potential Contaminants) you can use to identify existing sources of contamination in your wellhead protection area.

**Water quality atlas:** Visit Ecology’s website to find multiple layers you can use to identify potential risks. It includes information you can find on our SWAP mapping application.

**GIS tools:** Search your county’s website for GIS tools that will help you understand what is occurring within your wellhead protection area.

**Local ordinances:** Local government must review and permit land use activities. Some of these activities can pose risk to drinking water sources. Utilities must ensure local ordinances, like critical aquifer recharge areas, identify and protect their protection areas for wellhead protection to be effective. You can find local county or city ordinances at library.municode.com/wa.

KEYS TO SUCCESSFUL WATERSHED FUNDING

In Washington, utilities are seeing changes in their watershed that are causing the water they depend on to become less reliable. Whether this is a result of land-use activities, changes in weather patterns, or a combination of many factors, utilities are starting to take action. When considering how to protect sensitive portions of their watershed, some utilities decided land purchase is the best long-term solution, like Skagit PUD (their story features as the High 5 award).

One of the biggest challenges for utilities looking to purchase land within their watershed is finding funding. If you are looking to purchase land in your watershed, where should you start?

**Be prepared:** You can’t recommend solutions without knowing what the problems are. A source water protection plan can help identify problems.

**Complete a science-based watershed assessment:** This will help identify potential contaminant sources and threats, sensitive areas or zones within the source area, and information gaps.

**Develop an action plan:** Based on the findings from the watershed assessment, identify and prioritize potential solutions for enhancing, restoring and protecting your source area. For best results, create the action plan with stakeholder and expert input.

**Identify partners:** Often watershed improvement or conservation benefit more than just drinking water. Partners can provide letters of support, technical services, and, in some circumstances, matching funding. They can also help you as you develop your action plan. The Source Water Collaborative has resources to help you get started with this process.

**Get buy-in:** Get your governing body and community involved. You can accomplish this as you develop your watershed plan and establish partners. It takes money to purchase land. Are your community and governing body willing to pay?

**Develop a good application:** Dedicate resources and get the expertise needed to develop a good application. The application is your one opportunity to highlight your project and explain why it is important. Steps 1–3 will provide the foundation for your application.

In 2015, Skagit PUD applied for a loan from the Clean Water Act State Revolving Fund. Their application ranked 7 out of 152 projects on the funding list. The application ranked high because of multiple water quality and environmental benefits, the district developed a watershed control plan that identified the subject property as critical to water quality protection, commissioners were willing to take on a loan and pass that expense onto the ratepayers, and the partners that supported the project.

The successful application also allowed the PUD to qualify for 25 percent loan forgiveness (grant) from the green projects reserve. Only two or three projects a year receive this forgiveness.

If you need assistance getting started we can help. Check out the funding article on page 4 to see if a source water protection grant is right for you.
Our High 5 goes to Skagit Public Utility District for success securing 250 acres of forested land around their watershed. The property will protect drinking water quality far into the future.

For years, Skagit Public Utility District looked for a way to improve water quality protection for its source water. Skagit PUD provides drinking water to over 65,000 people in Skagit County, and serves three cities as well as suburban and rural areas. Thanks in part to a Source Water Protection grant from the Office of Drinking Water and a loan from the Department of Ecology, Skagit PUD recently was able to purchase and protect 250 acres of critical watershed area in perpetuity for its customers.

The Gilligan Creek area of the Cultus Mountain Watershed provides 45 percent of the PUD’s source water for its Judy Reservoir Water System. Until recently, timber companies and the Department of Natural Resources owned all of the property around Gilligan Creek. In 2012, Skagit PUD comprehensively updated its watershed control program and determined that finding a way to protect the quality of this stream was critical to the success of the Judy System. Recent increases in the rates of logging and road construction led to the concept that buying land near the area where water is withdrawn for the water system would work wonders to protect the long-term success of the Judy System. Over the next several years, Skagit PUD staff began a search for partners and funding sources for this idea. This was no easy feat as there is great competition for the limited funding available from state and federal agencies. One of the first partners discovered was the Department of Health Office of Drinking Water. ODW provided a Source Water Protection Grant to allow for an appraisal of the property early in the process. Knowing the approximate value of the property helped staff begin discussing the property purchase with the Skagit PUD board of commissioners. Local conservation groups were also brought into the conversation, and representatives of Skagit Land Trust brought up ideas for other funding sources.

A well-established relationship with the landowner helped Skagit PUD start the complicated negotiations to buy the property in the spring of 2017. They struck the $1.5 million deal by September, and Skagit PUD took ownership of the property in December. After five years of hard work, this 250-acre forest at Gilligan Creek will be used to protect the quality of drinking water for Skagit PUD’s customers for many years to come.

Public water systems face uncertain and unprecedented challenges from the combined effects of changing climate, population growth, and growing demands on water resources. The effects of climate change can include changes in water availability and demand, more flooding and drought, and rising sea levels.

A successful adaptation strategy for public water systems will rest on effective planning, prevention, preparation and mitigation to reduce the negative consequences of projected impacts. To adapt, utilities need to integrate actions into their operations and long-term planning, including improved drought planning, enhancing water use efficiency, and relocating vulnerable water sources, storage or treatment facilities. Programs already in place, like water use efficiency, source water protection, emergency preparedness, and drought management, can get utilities closer to climate change adaptation.

To help utilities evaluate their source vulnerability relative to climate change, we developed assessment questions. While it is difficult to specifically quantify risk, answering “yes” to a question indicates higher risk.

- Has your part of the state experienced historic droughts when local water demands could not be met?
- If your source is a spring, was there a decrease in flow during previous droughts?
- Are wildfires a concern near or up basin from your source?
- Has the area near your source experienced coastal erosion, either currently or in the past several decades?
- Has land subsidence occurred within your source or facilities?
- Has saltwater intrusion been a problem in the past for wells in your region?
- Is your source located in an area where snowpack typically accumulates in an average winter?
- Is your source located in the foothills of the Olympics or Cascade ranges or in the northern portion of eastern Washington?
- Does your well experience large seasonal variations in water level?
- Are crops being grown near your water system that require large amounts of irrigation?
- For more information on becoming climate ready, visit EPA’s Climate Resilience Evaluation and Awareness website at epa.gov/crwe, and their resilience training and exercises for drinking water at epa.gov/waterresilience. If you have concerns about your source climate resilience, please contact the ODW Source Water Protection Program.
Did you know that the Department of Health has a source water protection grant program? Every year, the Source Water Protection Program sets aside about $200,000 for utilities or local governments to improve source water protection. Utilities can apply for up to $30,000 to better protect water quality or quantity. Funding is available to nonprofit Group A systems or local governments proposing regional projects.

**Eligible projects**

**Enhanced Delineation**

Complete, update, or refine the drinking water source assessment delineation using new or additional site-specific information as part of a more comprehensive protection strategy.

**Enhanced Assessment**

- Improve existing potential contaminant source inventories by expanding or updating the inventory of land use or existing and potential contaminant sources.
- Establish a water quality monitoring project to evaluate existing and potential threats to water quality, including evaluating and prioritizing potential threats (or protection activities) based on new or more detailed information (hydro evaluation).

**Source Protection Planning**

Planning documents that identify appropriate protection measures, which, when implemented, would result in reduced risk to a drinking water source(s), such as:

- Comprehensive source water protection plans.
- Educational materials and projects.
- Best management practices (BMPs) plans for reducing pollutants that directly affect a drinking water source.
- Developing local source water protection ordinances.
- Developing restoration or conservation plans that intend to improve source water quality.
- Evaluating source catchment areas for future easement or land acquisition.
- Evaluate replacing a surface water source with a protected groundwater source.
- Evaluating a source with a known contaminant that exceeds the trigger level or federal established lifetime health advisory level.
- Local governments (counties, cities, incorporated towns, and special purpose districts) may use these funds to carry out source water protection projects to better protect Group A sources.

**Implementation**

Eligible activities will reduce risks within the source water area or contribute to a reduction of contaminant concentration within the drinking water source(s), such as:

- BMP projects that reduce pesticide application rates and loading in source water protection areas.
- Closing high-risk abandoned or unused (private or irrigation) wells close to a supply well.
- Reforestation or replanting projects in sensitive or riparian areas.
- Installing signs at boundaries of zones or protection areas.
- Projects to decommission onsite systems and connect homes to existing sewer lines, and to address a water quality issue or sanitary control area violation.
- Seismic spill prevention or inspection project in proximate areas for high-risk sources.
- Properly decommission inadequately constructed private wells within the source water protection area one-year time of travel.
- Structures to divert contaminated storm water runoff affecting the source water protection area.
- Installing fencing to protect sensitive riparian source water protection areas.
- Implementing pollution prevention or waste reduction projects identified in an approved source water protection plan.
- Restoration or conservation projects within the drinking water source water protection area.
- Developing conservation easements to protect sensitive source water protection areas.
- Implementing a drinking water source protection ordinance (municipality).
- Establishing management plans for easements or lands purchased within source water protection areas.
- Setting up an ecosystem services project in a watershed to fund preservation areas.
- Developing public education materials.
- Studies to evaluate long-term quality or quantity of a regional or local supply.
- Negotiations for future land purchases in source water protection areas.

**Security**

Projects implement security measures to reduce the risk of contamination to the source water protection area, intake or well, such as:

- Fencing around sensitive area near wells or intake.
- Gates for access roads.
- Alarms, signs, cameras, locks and lights.

All security measures must protect highly sensitive source water areas, not just facilities or equipment.

The funding source requires grant recipients to comply with environmental and cultural review requirements for groundbreaking activities. Due to the limitations of funding available for each grant, projects should focus on activities that don’t break ground.

We accept applications year-round until we use up funding. We award projects on a first come, first served basis. However, if applications exceed available funding, we will prioritize projects based on the criteria in the Local Assistance Grant Program Guidelines (331-552).

Past grantees used these funds to improve watershed delineation, evaluate and delineate critical aquifer recharge areas, prepare for watershed acquisition, prepare watershed plans, complete additional monitoring to evaluate effectiveness of water quality regulations, improve wellhead protection plans, and for public outreach and education.
Agenda Item-Miscellaneous

TAKE CARE DELINEATING WELLHEAD PROTECTION AREAS R. SCOTT POLLOCK, P.E.

Delineating wellhead protection areas can get complicated. In concept, it's straightforward: find the zones where groundwater takes one, five, and 10 years to travel to the well in normal use. In practice, accurate zone delineation requires information about subsurface geology and water flow that can be very hard to get.

The Washington State Wellhead Protection Guidance Document describes four ways to delineate a wellhead. Of those, the calculated fixed radius (CFR) method is commonly used when limited information about the aquifer is available. CFR delineation is not as accurate as other methods, but it's a simple way to help a system manage risk by indicating where surface contaminants can affect a well and serve the purpose of informing affected people about the possibility of contamination.

Common difficulties using the CFR method

The first thing to consider is whether the CFR method will give you a meaningful result for the well under consideration. CFR is most suitable for flat areas with uniform geology where the well draws groundwater equally from all directions. You should use other methods for wells in complicated geologic settings or if groundwater likely comes from one direction. If the information or resources you need for the other methods isn't available, contact our Source Water Protection Program for guidance.

Second, the CFR method uses the aquifer's porosity to estimate the amount of water in a given volume of aquifer material. Aquifer porosity is difficult to obtain because most well drilling processes disrupt the material as they remove it. Overestimating porosity produces a protective area that is too small, which defeats the purpose of wellhead protection.

If you have access to good porosity information, you probably also have access to other information that makes using one of the other more accurate methods a better choice than CFR. If you don't have dependable information on porosity, use the default value in the wellhead guidance document.

Third, CFR zones for wells near one another might overlap. That would indicate that more than one well withdraws the same water, which is physically impossible. It also misrepresents the wellhead protection zone as too small. If your CFR zone includes overlapping wells, contact the Source Water Protection Program.

CFR is inexpensive and uses minimal data to calculate a wellhead protection area. However, groundwater rarely behaves simply. In areas with complicated geology or unidirectional groundwater flow, other delineation models will yield better results. Contact the Source Water Protection Program for help selecting the method best suited for your system.

THE HYDROLOGIC CYCLE

Water can flow through many different environments and encounter various contaminants before a water system withdraws it from a well. Natural and human factors can influence the quality of a water source and various environments can change the transport of chemicals, nutrients, and biological contaminants. Climate variations and increased water demands can also affect drinking water systems.

The way these factors influence drinking water depends on the source involved. The processes that affect source water are complex. Understanding the conditions that may affect the quality and reliability of a water source beyond the well's circularity zone of contribution can provide valuable insight to help safeguard drinking water.

The hydrologic cycle, also known as the water cycle, is a conceptual tool that will help you understand and anticipate the affect to a well's source. The hydrologic cycle describes the continuous movement of water on, above, and below the surface of the earth.

An operator can prepare and plan for changes to a drinking water well by knowing how each component of the cycle influences the water source. Individual components of the hydrologic cycle may vary significantly and the cycle can be complex.

Even a basic understanding of the components in a smaller scale hydrologic cycle can provide information to make appropriate responses for day-to-day operations of a drinking water supply well. This is important because the hydrologic cycle shows how quantities of precipitation, infiltration and underground water flow influences the amount of groundwater available to a well. The quality of a water supply may vary considerably because of fluctuating influences such as hydrological events, climatic changes and periodic human activity.

For information on the hydrologic cycle and details of the components that make up the hydrologic cycle, visit The Water Cycle webpage at the U.S. Geological Survey.
During weekends and the summer, the City of Leavenworth's population often swells from 2,000 to 30,000. Tourists come to this picturesque mountain community for special events like Oktoberfest, and nearly as many people visit en route to nearby recreational destinations.

Icicle Creek is the lifeblood of this local tourist economy. From high alpine lakes to city parks, the creek is an outdoor playground. It just so happens that Icicle Creek is also a major source of Leavenworth's drinking water.

Protecting drinking water at its source is the first line of defense in a multi-barrier approach to ensuring safe drinking water. But like most other small drinking water providers, Leavenworth does not have staff dedicated solely to source water protection. Operators are busy treating water to regulatory standards and keeping it flowing in its pipes. Fortunately, there are other local entities with a stake in Icicle Creek.

Recognizing that demands from all user groups would only continue growing, the Cascadia Conservation District initiated a project with the City of Leavenworth and the Okanogan-Wenatchee National Forest to educate visitors on ways they can help to protect Icicle Creek.

In 2018, with a grant from the Drinking Water Providers Partnership, they will survey threats to water quality, educate backpackers about proper waste disposal, and post signs at trailheads and along access roads. This outreach would not happen if the key groups hadn't realized their shared objectives.

Most towns don't have the regulatory authority or means to take on source water protection alone, but they do have the potential to build source water protection partnerships. We're lucky in the Pacific Northwest to have many groups that can provide the critical services needed to plan and implement source water protection activities.

Finding the right partners depends on your in-house capacity and the strategies you wish to pursue in protecting your drinking water source. Take stock of your local situation. Is water drawn from a well, reservoir, or creek? What are the predominant land use activities in the source protection area and are there many different landowners? For example, turbidity is often a major challenge for water systems that use water drawn from streams coming off forests.

Upstream river and land restoration actions that reduce erosion and landslide risks, like replacing undersized culverts, can lower suspended and dissolved solids in the raw water. Citizen and nonprofit conservation organizations may be able to help. For example, your local watershed council may already have a working relationship with landowners or have the administrative capacity to secure grants and manage permits needed to undertake projects like culvert replacements.

Soil and Water Conservation Districts can work with local farmers to encourage best management practices that improve soil health and water quality. A land trust can help you explore land acquisition options or negotiate formal agreements with landowners to preserve highly sensitive areas.

User groups like fishers, hunters, and birders are especially interested in healthy watersheds and often have volunteer initiatives to provide in-kind materials or services to conservation projects. If your source area includes publicly managed lands, you have fish biologists, hydrologists, foresters, and other specialists who can extend your scientific capacity, which is particularly helpful if you need technical help or to fill information gaps.

To make the most of any partnership, it’s important to have a game plan. While you can proceed without a source water protection plan, a science-based road map will help you increase your impact and facilitate partnerships. You can’t do everything, so it’s good to know what to do first to improve water quality. When you have a clear set of priorities, others can more readily see how working together might further their own goals.

The most important thing is to start. Source water protection is an ongoing activity. Begin by talking with others who also benefit from clean rivers, lakes, and groundwater. For example, get to know landowners and talk with groups that have a mandate or mission to protect or enhance open spaces, farmland, forests, rivers, and fish and wildlife habitat. Ask what they’re working on, about their priorities, and where they need help.

Share your hopes for the area and be honest about your needs and capacity. You’re building relationships and looking for places where your goals overlap or complement one another. Where you find alignment, there is potential to leverage one another’s skills, energy, data, expertise, and more to do good work for people, fish, and wildlife.

Still not sure how to start? Contact the DOH Source Water Protection Program. And, if you visit Leavenworth, enjoy a glass of tap water and look for the new signs about protecting Icicle Creek.

Cathy Kellon coordinates the Drinking Water Providers Partnership, a public-private grant award program for environmental conservation and restoration projects in municipal watersheds across the Northwest.
DOES YOUR WELL MEASURE UP?

The Old Farmer's Almanac has been making long-range weather forecasts since 1792. Traditionally, it's 80 percent accurate! This year, the Almanac's winter forecast for the Pacific Northwest calls for slightly colder than normal temperatures with near to below-normal snowfall. Summer is to be warmer and wetter than normal. Forecasts can be very helpful for planning purposes. Combining forecasts with water level data can be extremely helpful in keeping water systems operating safely.

It is very important to measure the water level in your well on a regular basis. All public water systems using wells should measure and record the static and pumping water levels in their groundwater wells at least monthly. Watch for changes in the measurements. Over time, pumping and static water levels can help you identify and diagnose well-production issues before serious problems occur, such as water outages and pump damage.

Water level information will help you decide whether your well is operating properly. If the static water levels are consistent and not dropping, chances are that aquifer depletion is not a problem. However, if the static water levels are steady and the pumping water level has decreased, you may have a well-plugging problem. If you don't deal with it quickly, it may result in reduced yield or a progressive decline in the pumping level.

Groundwater level measurements also provide important information about where groundwater shortages could exist, and where you need more data. Areas with relatively low groundwater levels may be more vulnerable to groundwater shortages in dry years. In addition, areas or regions with declining groundwater levels may be susceptible to groundwater shortages in the future.

Remember that water levels in a groundwater well fluctuate naturally during the year. Spring measurements typically depict the highest groundwater elevations for the year, when groundwater levels rebound with winter precipitation and snowmelt. Natural groundwater levels usually reach their lowest point in late September or October. Given this natural cycle of groundwater, most problems with wells tend to occur late in summer or early fall when groundwater levels naturally reach their lowest levels.

Not sure how to measure the water level in your well? Contact Evergreen Rural Water of Washington at 360-462-9287 or www.erwow.org. They can help you identify well access, types of water level measuring equipment available, and proper measuring techniques. You also can get additional information in our fact sheet, Measuring Water Levels in Wells (331-428).

Let's hope the Farmer's Almanac forecast for the summer of! is 100 percent accurate and it is wetter than normal. Just in case, take monthly water level measurements so you can plan, prepare, and respond to changes in your supply before serious problems occur.

COORDINATING STORMWATER MANAGEMENT AND SOURCE WATER PROTECTION

BY JACKI MASTERS, GENERAL MANAGER OF MT. VIEW-EDGEWOOD WATER COMPANY

To protect their sources from potential contamination, water systems should coordinate with local governments about stormwater management and wellhead protection areas.

The Clean Water Act requires local governments to manage and control stormwater runoff so it doesn't pollute downstream waters. Just as Group A water systems must have a Comprehensive Water System Plan, local governments must have a Stormwater Management Program.

“Water systems should at least have a seat at the table,” says Jay Krauss, general manager of Sammamish Plateau Water and Sewer District. When local governments update their stormwater programs, water systems should be a part of the process, comment on the proposed plan, and get involved.

Wellhead protection programs help prevent groundwater contamination. They require water systems to assess their sources' vulnerability to contamination. The plan creates a zoned protection area based on the time it takes for a particle of water to travel from the zone to the well.

Most jurisdictions allow developers to install underground injection control (UIC) systems to convey stormwater below ground. Ecology's Guidance for UIC Wells that Manage Stormwater sets the design, construction, and operation and maintenance requirements. These systems could discharge contaminants into the ground where they could eventually impact groundwater sources if not properly designed, managed and maintained.

In 2008, Sammamish Plateau Water and Sewer District detected fecal coliform in a monitoring well located between a UIC system the City of Issaquah operated and one of the districts main water sources. Hydrologic studies indicated that coliform entered the monitoring well because of an inadequate filtering layer between the UIC and the well. To resolve this problem, the city and the district signed an inter-local agreement. In it, Issaquah agreed to abandon the UIC permanently and to use alternative ways to manage stormwater.

Another system is negotiating a UIC system requirement with a school district to ensure the protection of the area's water sources. The school district plans to have a 16-well injection field. The system wasn't aware of the planned UIC wellfield until the driller requested an underground utility location.

Ecology’s Guidance for UIC Wells that Manage Stormwater sets the design, construction, and operation and maintenance requirements for UIC wells. Coordination between stormwater UIC applicants, local governments, and water system owners is essential to safeguard a water system's source and limit potential effects a UIC system could have on groundwater.
NEW AND IMPROVED
SWAP MAPPING APPLICATION

We updated the Source Water Assessment Program (SWAP) GIS mapping application to make it more user friendly and mobile compatible. It provides a graphical representation of drinking water source protection areas that will help utilities protect their sources from unintended contamination. The site also provides information about known or potential contaminants, helping users determine whether their activity could affect a drinking water source.

The new application gives users more options to control how data displays, and includes more base maps and options for reducing the quantity of data displayed for a particular area. It also provides both interactive help and a static tutorial through a link next to the “help” button.

We designed the application to benefit multiple users, including utilities, local governments, consultants and the public.

Please let us know if you find errors in our data source location or protection areas data. You can send corrections to Corina Hayes, Source Water Protection Program manager, at 360-236-3114 or corina.hayes@doh.wa.gov. If you have digital maps or shape files, please follow the guidelines in Collecting Water System Data Electronically (331-391).

Send corrections to Department of Ecology’s contamination data to gis@ecy.wa.gov.
Conway man to run for PUD commissioner

By Skagit Valley Herald staff

Bill Swanson, a Conway farm manager, has announced he is running for Skagit Public Utility District commissioner. He is running for Position 2, which is held by 18-year incumbent Robbie Robertson.

Swanson is a manager of Skagit Valley Farms and serves on the board of CHS Northwest, a regional co-op that sells fuel and fertilizer, and operates several convenience stores.

According to a news release, he hopes to provide a rural farmer viewpoint on the board to complement Commissioner Eron Berg's municipal, legal perspective.

Berg is also Sedro-Woolley's city supervisor and attorney.

PUD District 2 covers southwestern Skagit County, including Mount Vernon and Conway.

The election for the position will be held Nov. 6, with a primary Aug. 7 if more than two candidates file.