PLEDGE OF ALLEGIANCE

CONSENT AGENDA
   1. Approval of Agenda 3/10/20
   2. Approval of Minutes: 2/25/20 Commission Meeting & 3/3/20 Work Session
   4. Voucher Approval 3/10/20

AUDIENCE COMMENTS

OLD BUSINESS
   5. Manager’s Report
   6. Operation’s Department Report

NEW BUSINESS
   7. Interlocal Agreement with Skagit County Drainage and Irrigation Districts Consortium - Action

INFORMATION
   8. Judy Reservoir Data Report

COMMISSIONER COMMENTS

ADJOURNMENT
The meeting was held in the Aqua Room of the utility located at 1415 Freeway Drive, Mount Vernon, Washington.

Commissioners Present: Eron Berg, President, appeared telephonically; Al Littlefield, Vice President; and Joe Lindquist, Secretary.

Staff Present: Kevin Tate, Brian Henshaw, Mark Handzlik, Courtney Shilling, Luis Gonzalez, Ben Hansen, Mike Fox, Jay Sedivy, Mike Demers, Sam Shipp, Kathy White, Mark Semrau, Bill Trueman, Skagit PUD Attorney Peter Gilbert, and Deana Dean.

Other Parties Present: Judy Littlefield, Don Berentson, and Dale Ragan. Others may have appeared but were not identified.

Commissioner Littlefield called the meeting to order at 4:30 p.m. and the Pledge of Allegiance followed.

CONSENT AGENDA
Commissioner Lindquist moved to approve the Consent Agenda for February 25, 2020 which was passed unanimously.

1. Approval of Agenda 2/25/20
2. Approval of Minutes: 2/11/20 Commission Meeting
3. Ratification of Vouchers 2/18/20
4. Voucher Approval:
   2/25/20 – No. 2912: Accounts Payable Voucher No. 17716 – 17763 ($169,102.06) and Electronic Funds Transfers and checks No. M00598 - M00599 ($6,914.21).
5. Systima Port of Skagit Project

AUDIENCE COMMENTS
None.

OLD BUSINESS
6. Manager’s Report
   Acting General Manager Kevin Tate provided an update which included:
   • Little Mountain Road water line extension design legislative update sent out to state legislators on Monday. Update included information about the open house that was held last fall and results from the property owner survey.
   • Fidalgo Island Water System transfer open house is scheduled for next Thursday March 5, 2020 at Dewey Beach Community Hall from 6:00 pm to 7:30 pm. George and Kevin will be in attendance as well as a representative from the City
of Anacortes. Invitations were mailed out last Friday. Commissioner Littlefield indicated he would attend. Commissioner Berg noted he would be available if needed.

- Brief discussion regarding scheduling work session for Tuesday March 3, 2020 at 4:00 pm to discuss Section 6 of the Water Policy Manual.

7. Engineering Department Report

   Engineering Manager Mark Handzlik provided an update, by PowerPoint presentation, on engineering projects including fire hydrant maintenance, valve maintenance, bulk water fill station, Mountain View consolidation, Little Mountain Road, raw water pump station, transmission line, new GIS tool, and cross connection automated annual testing notice and online test entry.

PUBLIC HEARING – Surplus Real Property

Commissioner Littlefield opened the public hearing at 4:45 p.m. Mark Handzlik provided an overview of the Ranney Well and Sedro-Woolley Ballfield sites.

Commissioner Littlefield opened public comment at 4:47:53 p.m. With no one wishing to speak, Commissioner Littlefield closed public comments at 4:48:01 p.m. Commissioners had no questions and the public hearing closed at 4:48:21 p.m.

NEW BUSINESS

8. Surplus Real Property – Ranney Well and Sedro-Woolley Ballfields – Resolution No. 2273-20 and 2274-20

   Commissioner Lindquist moved to surplus the Ranney Well Property (P23933) and the Sedro-Woolley Ballfields Property (P76290) and approve Resolutions 2273-20 and 2274-20 which was unanimously approved.

9. Cross Connection Control, update to Water Policy Manual, and Resolution No. 2275-20

   Mark Handzlik spoke to the proposed Cross Connection Control Policy, updates to the Water Policy Manual, and proposed Resolution.

   Commissioner Berg moved to adopt Resolution 2275-20 relating to cross-connection control and authorize revisions to Section 2 and Appendix C of the Water Policy Manual, including creation of a new Appendix F, related to Cross Connection Control which was seconded by Commissioner Lindquist. The motion was approved unanimously.

INFORMATION

10. Monthly Budget Status – January 2020 – Finance Manager Brian Henshaw spoke to the new streamlined format to provide monthly budget updates indicating these would be provided in the agenda packet each month and presentations provided quarterly. Brief discussion followed.

11. Judy Reservoir Data Report
COMMISSIONER COMMENTS
Commissioner Lindquist attended the Skagit Council of Governments meeting last week. Commissioners Berg and Littlefield had nothing to report at this time.

EXECUTIVE SESSION
Commissioner Littlefield announced the need for an executive session to review litigation that the agency reasonably believes may be commenced by or against the agency, the governing body, or a member acting in an official capacity – per RCW 42.30.110(1)(i)(ii) for approximately 10-20 minutes and an executive session to consider the selection of a site or the acquisition of real estate by lease or purchase when public knowledge regarding such consideration would cause a likelihood of increased price – per RCW 42.30.110(1)(b) – for approximately 10-20 minutes. He stated there will be no action following the executive sessions.

The Commission recessed at 5:05 p.m. and reconvened at 5:41 p.m. No further action was taken after the Executive Session.

ADJOURNMENT
With no further business to come before the Board, the meeting was adjourned at 5:41 p.m.

Deana Dean
Clerk of the Board
MINUTES OF THE WORK SESSION OF THE COMMISSION
PUBLIC UTILITY DISTRICT NO. 1 OF SKAGIT COUNTY, WASHINGTON

March 3, 2020

Work Session 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.

Commissioners Present: Eron Berg, President; Al Littlefield, Vice President; and Joe Lindquist, Secretary.

Staff Present: Kevin Tate, Bill Trueman, Mike Demers, Mark Handzlik, Sam Shipp, Chris Shaff, Wendy LaRocque, and Deana Dean.

Other Parties Known to be Present: Judy Littlefield.

Commissioner Berg called the meeting to order at 4:00 p.m.

SECTION 6 OF THE WATER POLICY MANUAL
Bill Trueman reviewed the agenda for today’s work session on waterline extensions noting topics include general policy and current practices, waterline extension examples, and next steps. Key points include water service and water line availability, applications and costs of an extension, extension requirements in urban versus rural areas, gridding requirements, and utilization of system development funds to offset infrastructure costs. Maps were provided and reviewed showing hypothetical waterline extension situations. Discussion followed.

Staff are to prepare a notice for the Skagit Island County Builders Association (SICBA) stating the District’s intention to solicit input from the development community regarding the District’s policies regarding development. The subsequent letter inviting comment will be on the Commissioner’s behalf, to the development community, partner cities, and the County to provide feedback in order to develop potential policy revisions. Commissioner Berg noted a press release would also be helpful.

ADJOURNMENT
With no further business to come before the Board, the work session was adjourned at 5:22 p.m.

Deana Dean
Clerk of the Board
As of MARCH 03, 2020

We, the undersigned Board of Commissioners of Public Utility District No. 1 of Skagit County, Washington, do hereby certify that the merchandise and/or services hereinafter specified have been received and are hereby approved for payment in the amount of $454,188.37 this 3rd day of March, 2020.

The total is comprised of the following:

Accounts Payable voucher No. from 17764 through 17813 in the amount of $117,548.41, Electronic Funds Transfer in the amount of $149,177.99. Payroll Electronic Funds Transfers and checks No. 030233 through 030317 in the amount of $187,461.97.

Date: 03/02/2020

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266,726.40
March 10, 2020

TO: Board of Commissioners

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

SUBJECT: Interlocal Cooperative Agreement with Skagit County Drainage and Irrigation Districts Consortium, LLC

Requested Action:
Authorize the General Manager to enter into an interlocal cooperative agreement with Skagit County Drainage and Irrigation Districts Consortium, LLC to collaborate with one another to achieve common goals.

Background:
The Consortium is comprised of members from twelve Skagit County special purpose districts. The purpose of this Agreement is to provide a framework under which the District and Consortium may work with one another to advance the Consortium’s Waterhead Management Plan goals, to continue discussion of the short and long-term agricultural water supply needs of the Consortium’s Member Districts, to assist the PUD in the efficient operation of its water systems, and to coordinate capital improvement projects within the Member Districts.

This partnership will allow the District to advance its mission of providing high quality water services to its customers at an affordable price.

Fiscal Impact:
None at this time. Specific requests will impact individual capital and operating budgets as they occur and are unknown at this time.

Attached: Interlocal Agreement
DOCUMENT TITLE: Interlocal Cooperative Agreement Between Public Utility District No. 1 of Skagit County and Skagit County Drainage and Irrigation Districts Consortium, LLC

DATE SIGNED: ____________________ ("Effective Date")

PARTIES: Skagit County Drainage and Irrigation District Consortium, LLC, a Washington limited liability company

                                Public Utility District No. 1 of Skagit County, Washington
THIS INTERLOCAL COOPERATIVE AGREEMENT ("Agreement") is made and entered into by and between the Skagit County Drainage and Irrigation District Consortium, LLC, a Washington limited liability company ("Consortium") and Public Utility District No. 1 of Skagit County, Washington ("PUD") pursuant to the authority granted by Chapter 39.34 RCW, the Interlocal Cooperation Act. The Consortium and the PUD are collectively referred to herein as the “Parties” and individually as a “Party.”

PURPOSE

The purpose of this Agreement is to provide a framework under which the Parties may work with one another with respect to mutual objectives, including for technical support related to agricultural water supply analyses, coordinating with one another regarding capital improvement projects in the Consortium’s Member Districts, as defined below, considering the Member Districts’ irrigation and water supply needs, and additional technical services as requested, all as agreed to by the Parties.

RECITALS

A. The PUD is authorized to operate water systems pursuant to Title 54 RCW and employs certified water system operators for its water systems in Skagit County.

B. The Consortium’s members are comprised of the following special purpose districts: Skagit County Diking District No. 3; Skagit County Dike, Drainage, and Irrigation Improvement District No. 5; Skagit County Dike, Drainage, and Irrigation Improvement District No. 12; Skagit County Drainage and Irrigation Improvement District No. 14; Skagit County Drainage and Irrigation Improvement District No. 15; Skagit County Drainage and Irrigation Improvement District No. 16; Skagit County Drainage and Irrigation Improvement District No. 17; Skagit County Drainage and Irrigation Improvement District No. 18; Skagit County Drainage and Irrigation Improvement District No. 19; Skagit County Consolidated Diking, Drainage, and Irrigation Improvement District No. 22; Skagit County Drainage and Irrigation District No. 22; and Skagit County Dike and Drainage District No. 25 (collectively “Member Districts”)

C. One of the Consortium’s objectives is to operate a Waterhead Management Partnership, as defined and provided for in RCW 39.34.190, to adopt and implement a Watershed Management Plan, addressing water supply, water transmission, quality, treatment, and protection and other water-related purposes.
D. The PUD is willing to assist the Consortium in advancement of its goals and to provide to the Consortium and its Member Districts resources to accomplish those goals.

E. From time to time the Consortium and/or its Member Districts have a need for technical assistance with respect to their operations, maintenance, and construction activities. The PUD is willing to provide such assistance to the Consortium.

F. The Consortium is willing to assist the PUD in the advancement of its mission to provide its customers with high quality water services at an affordable price.

G. The Parties wish to enter into this Agreement pursuant to RCW 39.34, the Interlocal Cooperation Act, to provide for collaboration with one another and to advance the Consortium’s Waterhead Management Plan goals, to continue discussion of the short and long-term agricultural water supply needs of the Consortium’s Member Districts, to assist the PUD in the efficient operation of its water systems, and to coordinate capital improvement projects within the Member Districts (collectively “Projects”).

NOW, THEREFORE, in light of the foregoing Recitals, which are incorporated herein as part of the agreement of the Parties, and the mutual terms, conditions, and covenants set forth below, the Parties agree as follows:

AGREEMENT

1. Purpose and Recitals. The Purpose and Recitals set forth above are incorporated herein as facts and part of this Agreement. The Parties, consistent with the terms and obligations of this Agreement, intend to cooperate and work with one another to achieve their common goals, and those of the Member Districts.

2. Projects and Obligations. In order to request that a project be undertaken under this Agreement, the requesting Party will present a written proposal, which shall include information regarding the anticipated estimated impact, budget, and time commitment involved in the Project, as well as any other information reasonably requested or necessary in order for the other Party to make an informed decision. The Consortium will serve as a point of contact and resource between the Member Districts and the PUD. Specific agreements will be negotiated between the respective Member Districts and the PUD, and the Consortium shall not be a party to such agreements and shall have no obligations thereunder.

3. Organization/Administration.

   3.1. The General Manager, or his or her designee, shall be the Administrator of this Agreement for the PUD insofar as it relates to the coordination and implementation of the PUD’s services, and/or use of water as provided for under this Agreement.

   3.2. The Consortium itself is a Party to this Agreement with its Executive Director, and/or its Executive Committee, acting in their representative capacity on behalf of

4.1. No Separate Entity. It is not the intention that a separate legal entity be established to conduct this cooperative undertaking, and no separate legal entity is established by this Agreement.

4.2. Property and Equipment. Except as otherwise expressly agreed by the Parties, the Consortium shall be the owner of all property and equipment purchased or obtained by the Consortium in furtherance of its Projects.

4.3. Attorneys' Fees and Costs. In the event any legal action is brought to enforce this Agreement, or any of its provisions, the substantially prevailing party shall be entitled, in addition to such other relief as may be awarded, to recover its reasonable attorneys’ fees and costs in connection with the action as determined by the court.

4.4. Independent Contractor. The PUD is an independent contractor with respect to all activities associated with this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the Parties. The PUD and its employees shall not be entitled to any benefits afforded the Consortium’s employees or the employees of the Member Districts. The PUD shall be solely responsible for withholding federal income tax and associated employment related taxes from wages paid to its employees.

4.5. Each Party Responsible for its Own Negligence. Each Party to this Agreement shall be responsible for the acts and omissions of its own officers, employees, and agents in the performance of this Agreement. Neither of the Parties will be considered the agent of the other and neither of the Parties will assume any responsibility to the other Parties for the consequences of any act or omission of any person, firm, governmental authority or agency or entity not a Party to this Agreement. The Parties shall each indemnify and hold harmless one another, and their respective elected officials, officers, employees, and agents, from any and all liabilities, damages, fees, costs, and expenses, including but not limited to, claims, judgments, or awards of damages arising out of the acts or omissions of any of them or of their respective elected officials, officers, employees, and agents, and shall process and defend at their own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against any of them, arising out of, in connection with, or incident to this Agreement and/or any of their performance, or failure to perform, any aspect of this Agreement.

4.6. Notices. Any notices shall be deemed effective if personally served upon the other Party if mailed by registered or certified mail, with postage prepaid and return receipt requested, to the following addresses, or such other address as a Party may designate in writing and shall be deemed given on the date of mailing:
4.7. **Remedies.** In the event of default of any provision of this Agreement, the non-defaulting Party shall have all rights and remedies existing at law including the right to recover monies paid and wrongfully expended, and to seek other damages allowed by law.

4.8. **Amendment.** This Agreement may be amended, in writing, by the mutual consent of all of the Parties. No additions to or alterations of the terms of this Agreement shall be valid unless made in writing, formally approved, and executed by duly authorized agents of all Parties.

4.9. **Complete Agreement.** This Agreement contains the complete and integrated understanding and agreement between 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. The Parties have read and understand each of the terms of this Agreement, and affirm that no representation, promise, or agreement not expressed in this Agreement has been made to induce them to execute this Agreement.

4.10. **Severability.** In the event any provision of this Agreement shall be declared by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not, in any way, be affected or impaired thereby.

4.11. **Filing of Agreement.** This Agreement shall become effective immediately after it is duly adopted and executed by both Parties and shall be filed and/or posted as required by RCW 39.34.040 of the Interlocal Cooperation Act.

4.12. **Term and Effective Date of Agreement.** The effective date of this Agreement shall be __________. This Agreement may be terminated upon either Party providing sixty (60) days written notice to the other Party.

4.13. **Counterparts.** This Agreement may be executed in any number of counterparts, each of whom shall be an original, but those counterparts will constitute one and the same instrument.
SKAGIT DRAINAGE AND IRRIGATION
DISTRICT CONSORTIUM, LLC, a
Washington limited liability company

By Its Executive Committee:

Skagit County Consolidated Diking,
Drainage, and Irrigation Improvement
District No. 22

By: _____________________________
    John Wolden, its Commissioner

Skagit County Dike, Drainage, and Irrigation
Improvement District No. 5

By: _____________________________
    Norman Hoffman, its Commissioner

Skagit County Drainage and Irrigation
Improvement District No. 19

By: _____________________________
    William Roozen, its Commissioner

Skagit County Drainage and Irrigation
Improvement District No. 14

By: _____________________________
    Steven Sakuma, its Commissioner

Skagit County Diking District No. 3

By: _____________________________
    Brad Smith, its Commissioner

PUBLIC UTILITY DISTRICT NO. 1
OF SKAGIT COUNTY

By: _____________________________
    George Sidhu, P.E., General Manager
I certify that I know or have satisfactory evidence that George Sidhu is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the General Manager of Public Utility District No. 1 of Skagit County, Washington, to be the free and voluntary act of such party for the uses and purposes herein mentioned.

Dated this ___ day of ________, 2020

Notary Public in and for the State of Washington
Residing at: ____________________________
My Commission Expires: __________________

I certify that I know or have satisfactory evidence that John Wolden is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as a Commissioner of Skagit County Consolidated Diking, Drainage and Irrigation Improvement District No. 22, to be the free and voluntary act of such party for the uses and purposes herein mentioned.
Dated this ___ day of ________, 2020

Notary Public in and for the State of Washington
Residing at: ____________________________
My Commission Expires: __________________
STATE OF WASHINGTON )
COUNTY OF SKAGIT ) ss.

I certify that I know or have satisfactory evidence that **Norman Hoffman** is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as a Commissioner of Skagit County Dike, Drainage, and Irrigation Improvement District No. 5, to be the free and voluntary act of such party for the uses and purposes herein mentioned.

Dated this ____ day of ________, 2020

__________________________
Notary Public in and for the State of Washington
Residing at: ________________________
My Commission Expires: ________________

STATE OF WASHINGTON )
COUNTY OF SKAGIT ) ss.

I certify that I know or have satisfactory evidence that **William Roozen** is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as a Commissioner of Skagit County Drainage and Irrigation Improvement District No. 19, to be the free and voluntary act of such party for the uses and purposes herein mentioned.

Dated this ____ day of ________, 2020

__________________________
Notary Public in and for the State of Washington
Residing at: ________________________
My Commission Expires: ________________
Agenda Item #7

STATE OF WASHINGTON )
COUNTY OF SKAGIT ) ss.

I certify that I know or have satisfactory evidence that Steven Sakuma is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as a Commissioner of Skagit County Drainage and Irrigation Improvement District No. 14, to be the free and voluntary act of such party for the uses and purposes herein mentioned.

Dated this ___ day of ________, 2020

Notary Public in and for the State of Washington
Residing at: __________________________
My Commission Expires: ________________

STATE OF WASHINGTON )
COUNTY OF SKAGIT ) ss.

I certify that I know or have satisfactory evidence that Brad Smith is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as a Commissioner of Skagit County Diking District No. 3, to be the free and voluntary act of such party for the uses and purposes herein mentioned.

Dated this ___ day of ________, 2020

Notary Public in and for the State of Washington
Residing at: __________________________
My Commission Expires: ________________
2020 Judy Reservoir Inflows & Outflows

- February 26 Elevation: 457.88
- February 19 Elevation: 458.79
- Change in Elevation: -0.91
- Spillway elevation: 465.10'
- Stream Inflow YTD: 470.18 MG
- Pumped from river YTD: 1.03 MG