1. Preliminary Agenda For January 15, 2020
   Documents:
   0_PRELIMINARY_AGENDA.PDF

2. Agenda Packet For January 15, 2020
   Documents:
   01152020-AGENDAPACKET.PDF
Call Meeting to Order

Roll Call

Oath of Office - Commissioner Jeff Clarke

Election of Officers Resolution No. 513-20

Approval of Agenda

Visitors and Comments from the Audience

Minutes
1. Approve the Minutes of the Regular Meeting of December 18, 2019

Consent Agenda
2. The following items have either been previously discussed or are routine in nature. Any item may be removed at the request of a Commissioner for further discussion. The Board may approve all of these items with a single motion.
   2.1 Approve Vouchers in the amount of $
   2.2 Approve Payroll in the amount of $
   2.3 4th Quarter Miscellaneous Financial Reports

Business Items
3. Adopt Board of Commissioner Meeting Time & Calendar Resolution No. 516-20
4. Appoint Sno-King Representative
5. Approve Legal Counsel Services
6. Approve Engineering Services
7. Adopt Employee Policy Handbook Update Resolution No. 514-20
8. Accept as Complete: Front Counter Security Update (41-19) Resolution No. 515-20
9. Other Business

Additional Reports
10. Management
   10.1 General Manager’s Report
   10.2 Customer Service Notice Tracking Report
   10.3 Water & Sewer Connection Report
   10.4 Discharge Monitoring Report
   10.5 VERBAL REPORTS: Department Head Updates
      - Legal
      - Engineering
      - Commissioners

Conclude

SCHEDULE OF UPCOMING MEETINGS
Regular Meetings are held the 1st and 3rd Wednesdays of each month at 7:00 p.m. at the District Office
February 5, 2020 February 19, 2020 March 4, 2020
Call Meeting to Order

Roll Call

Oath of Office - Commissioner Jeff Clarke

Election of Officers Resolution No. 513-20

Approval of Agenda

Visitors and Comments from the Audience

Minutes
1. Approve the Minutes of the Regular Meeting of December 18, 2019

Consent Agenda
2. The following items have either been previously discussed or are routine in nature. Any item may be removed at the request of a Commissioner for further discussion. The Board may approve all of these items with a single motion.
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   ▪ Legal
   ▪ Engineering
   ▪ Commissioners

Conclude

SCHEDULE OF UPCOMING MEETINGS
Regular Meetings are held the 1st and 3rd Wednesdays of each month at 7:00 p.m. at the District Office
February 5, 2020 February 19, 2020 March 4, 2020
SUBJECT: Election of Officers for 2020

MEETING DATE: January 15, 2020

FROM: Jim Voetberg, General Manager

CURRENT YEAR

<table>
<thead>
<tr>
<th>Amount Budgeted</th>
<th>Amount Committed</th>
<th>Amount Available</th>
<th>Spent to Date</th>
<th>Expenditure Requested</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
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</tr>
</tbody>
</table>

EXHIBITS ATTACHED:

- Resolution No. 513-20

SUMMARY STATEMENT/ISSUES:

Pursuant to RCW 57.12.010, "a water-sewer districts' board of commissioners shall annually elect officers". Should the Board desires to keep the same rotation as previous years, recognizing the District has a new Commissioner with the retirement of Commissioner Rainville, the 2020 MWWD Board of Commissioners officers would be as follows:

<p>| |</p>
<table>
<thead>
<tr>
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</thead>
<tbody>
<tr>
<td>President</td>
</tr>
<tr>
<td>Thomas McGrath</td>
</tr>
<tr>
<td>Vice President</td>
</tr>
<tr>
<td>Mike Johnson</td>
</tr>
<tr>
<td>Secretary</td>
</tr>
<tr>
<td>Jeff Clarke</td>
</tr>
</tbody>
</table>

Officers-Elect will begin serving in their respective capacities effective with the January 15, 2020 Board of Commissioners meeting.

RECOMMENDATION/SUGGESTED MOTION:

To adopt Resolution No. 513-20, certifying the election of officers with Thomas McGrath as President, Mike Johnson as Vice President, and Jeff Clarke as Secretary.
RESOLUTION NO. 513-20

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE
MUKILTEO WATER AND WASTEWATER DISTRICT, SNOHOMISH COUNTY,
WASHINGTON, CERTIFYING THE ELECTION OF OFFICERS FOR 2020 AND
REPEALING RESOLUTION NO. 477-19.

WHEREAS, pursuant to RCW 57.12.010, a water-sewer district’s board of
commissioners shall annually elect officers; and

WHEREAS, at their special meeting of January 15, 2020, the Board of
Commissioners considered the election of officers for the 2020 calendar year; now,
therefore

BE IT RESOLVED by the Board of Commissioners of the Mukilteo Water and
Wastewater District, Snohomish County, Washington:

1. The Board of Commissioners officers duly nominated and elected for 2020
   are as follows:

   President Thomas McGrath
   Vice President Mike Johnson
   Secretary Jeff Clarke

2. Officers-Elect will begin serving in their respective capacities effective with the
   January 15, 2020 Board of Commissioners meeting and will continue to serve
   until December 31, 2020 unless earlier changed by resolution of this Board.

3. Resolution 477-19 is hereby repealed in its entirety.

ADOPTED by the Board of Commissioners of the Mukilteo Water and
Wastewater District of Snohomish County, Washington, at its regular meeting held on
the 15th day of January 2020.

Commissioner McGrath Commissioner Johnson

Commissioner Clarke
Minutes of December 18, 2019

The Special Meeting of the Board of Commissioners of December 18, 2019 was called to order at the District office by Commissioner Rainville at 5:30 p.m.

ROLL CALL/ IN ATTENDANCE

Commissioners: Thomas Rainville, Thomas McGrath, Mike Johnson

Engineering
Eric Delfel (Gray & Osborne)

Legal
John Milne (InsleeBest)

Staff:
Jim Voetberg, General Manager; Rick Matthews, Operations/Engineering Manager; Sue Parks, Finance Manager; Gil Bridges, WWTF Manager; Kendra Chapman, Executive Assistant/HR; Accounting Assistant, Jodi Kerslake; Matt Wright, Utility Services Technician III

APPROVAL OF AGENDA

Motion by Commissioner Johnson, second by Commissioner McGrath to approve the agenda as presented. The motion passed unanimously.

VISITORS AND COMMENTS FROM THE AUDIENCE

None.

MINUTES

Motion by Commissioner McGrath, second by Commissioner Johnson, to approve the minutes of the regular meeting of the Board of Commissioners held on December 4, 2019. The motion passed unanimously.

CONSENT AGENDA

Motion by Commissioner McGrath, second by Commissioner Johnson, to approve the Consent Agenda. The motion passed unanimously.

Vouchers

Approved Vouchers in the amount of $308,276.16.

<table>
<thead>
<tr>
<th>Fund</th>
<th>Sub Fund</th>
<th>Voucher No.</th>
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<td>9159-9202, 9204-9215</td>
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<tr>
<td>Wastewater Capital</td>
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<td>9156-9158, 9203</td>
<td>$7,652.94</td>
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Developer Extension

Approve DE #543 APA Holdings, LLC 226 106th Street SW, Everett, WA 98204
BUSINESS ITEMS

Award Financial Review Services Contract
Finance Manager Park presented the item explaining the District utilizes an independent company to perform annual financial reviews and it had been many years since the District had solicited quotes for financial review services. Parks reported a Request for Qualifications ("RFQ") was developed and advertised with three companies submitting bids. Parks noted staff reviewed the bids and based on a point system recommends awarding the service to CliftonLarsonAllen LLP as the most qualified firm to provide the service.

Motion by Commissioner McGrath, second by Commissioner Johnson to authorize the General Manager to execute an Agreement for Consulting Services between MWWD and CliftonLarsonAllen LLP. The motion passed unanimously.

Board of Commissioner's Handbook Update (Section 2.6 Benefits)
General Manager Voetberg presented the item noting there was a brief discussion at the previous Board meeting about clarifying and formalizing the Board's intent on contributions to Commissioner Health Reimbursement Arrangement accounts ("HRA"). Voetberg noted Staff has prepared for Board consideration a revised Board of Commissioner's Handbook with a new Section 2.6 Benefits, which provides an outline of medical benefits afforded to Commissioners.

Motion by Commissioner Johnson, second by Commissioner McGrath to approve Resolution No. 512-19, amending Resolution No. 499-19, adopting the Board of Commissioner's Handbook to include subsection 2.6 "Benefits" and renumber the subsequent subsections accordingly. The motion passed unanimously.

Resolution No. 512-19

Recognition of Retirement Attorney John Milne
Commissioner Rainville announced the retirement of Attorney John Milne from Inslee Best and thanked him for his legal counsel over the past many years.

Attorney John Milne thanked the Board members and Staff.

Recognition of Retirement Commissioner Thomas Rainville
Commissioner Johnson and Commissioner McGrath acknowledged Commissioner Thomas Rainville by reading a proclamation that thanked him for his dedication as a Board member for many years and which named the room immediately adjacent to the front counter as the "Thomas Rainville Room".

Commissioner Rainville thanked the Board members and Staff.

Other Business
None.
ADDITIONAL REPORTS

Management  

General Manager's Report  
General Manager Voetberg asked the Board about the date and time for the first Board meeting of the year since the normal meeting day, January 1st, is a holiday. Commissioner Johnson made a motion to cancel the January 1, 2020 meeting due to the holiday and to hold the first meeting of January 2020 on January 15, 2020 at 5:30 pm. Commissioner McGrath second the motion. The motion passed unanimously.

Voetberg noted the WASWD legislative update was included in the agenda packet.

Customer Past Due/Aging Report  
The Board received the report.

Discharge Monitoring Report  
The Board received the report.

Verbal Reports  
There were no verbal reports, all department heads thanked the Board for a great year.

Legal  
Attorney John Milne announced his retirement from Inslee Best and gave a brief background on William Linton, who he recommends as future legal counsel for the District.

Engineering  
Engineer Eric Delfel thanked the Board for a great year.

Commissioners  
No report.

CONCLUDE  
There being no further business, the President of the Board concluded the meeting at 5:50 p.m.

Commissioner McGrath  
Commissioner Johnson

Abstained  
Commissioner Clarke
### MANUAL CHECKS REPORT

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### DEPOSITORY WIRE TRANSFERS/ACH REPORT

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<tr>
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<td>TOTAL</td>
<td>(5,752,011.51)</td>
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Bk Trsf = Book Transfer between District accounts at US Bank.
BUSINESS OF THE MUKILTEO WATER AND WASTEWATER DISTRICT
BOARD OF COMMISSIONERS

SUBJECT: 2020 Board of Commissioners Regular Meeting Calendar

MEETING DATE: January 15, 2020

APPROVAL: Jim Voetberg, General Manager
FROM: Kendra Chapman, Executive Assistant/HR

CURRENT YEAR

<table>
<thead>
<tr>
<th>Amount Budgeted</th>
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<tr>
<td>N/A</td>
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</tr>
</tbody>
</table>

EXHIBITS ATTACHED:
- Resolution 516-20, 2020 Board of Commissioners Meeting Calendar

SUMMARY STATEMENT/ISSUES:

Attached for Board consideration is Resolution 516-20, establishing the District's 2020 meeting dates (regularly scheduled for the first and third Wednesdays of each month) and identifying dates of District holidays/office closures, Section III meetings, Sno-King meetings and conferences commonly attended by Commissioners. Note the meeting starting time, which is shown on Attachment A to the Resolution, will need to be discussed and formalized.

Due to schedule conflicts, changes to regular scheduled meeting dates were made to the following meetings:

- The April 15th regular meeting is changed to Monday April 13th due to the WASWD Spring Conference.
- The September 16th regular meeting is changed to Monday September 14th due to the WASWD Fall Conference.

As recommended by legal counsel, a resolution has been prepared to adopt the 2020 meeting schedule in accordance with RCW 42.30.070 of the Open Public Meetings Act.

RECOMMENDATION/SUGGESTED MOTION:
Adopt Resolution No. 516-20, approving the 2020 Board of Commissioners Regular Meetings Calendar with Board meetings beginning at ________ pm.
A RESOLUTION OF THE BOARD OF COMMISSIONERS OF MUKILTEO WATER & WASTEWATER DISTRICT, Snohomish County, Washington, ADOPTING THE 2020 BOARD OF COMMISSIONERS REGULAR MEETINGS CALENDAR.

WHEREAS, RCW 42.30.070 requires the Board of Commissioners to have a schedule of regular meetings; and

WHEREAS, the Board of Commissioners desires to establish meeting dates, times and locations that will be consistent and predictable for the public to attend; now, therefore

BE IT RESOLVED, by the Board of Commissioners of Mukilteo Water & Wastewater District, Snohomish County, Washington, as follows:

1. The 2020 Board of Commissioners Regular Meetings Calendar as attached hereto as Exhibit A, is hereby adopted.

2. The Calendar shall be published and maintained throughout the year on the District’s website and posted at the District Office.

ADOPTED by the Board of Commissioners of the Mukilteo Water and Wastewater District, Snohomish County, Washington, at the open public meeting thereof held on the 15th day of January 2020.

Commissioner Johnson

Commissioner McGrath

Commissioner Clarke
Regular Meetings are held the 1st and 3rd Wednesdays of each month at _____ p.m. at the District Office
BUSINESS OF THE MUKILTEO WATER AND WASTEWATER DISTRICT
BOARD OF COMMISSIONERS

SUBJECT: Appointment to Sno-King Water District Coalition

MEETING DATE: January 15, 2020

FROM: Jim Voetberg, General Manager

CURRENT YEAR

<table>
<thead>
<tr>
<th>Amount Budgeted</th>
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<tr>
<td>N/A</td>
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</tbody>
</table>

EXHIBITS ATTACHED:
- Sno-King Interlocal Agreement

SUMMARY STATEMENT/ISSUES

For the past several years, Tom Rainville was the District's representative to the Sno-King Water District Coalition. With the retirement of Mr. Rainville, the Board now needs to select a new District representative.

As seen in Section 5 of the attached Sno-King Interlocal Agreement, "Each Participant (District) shall designate one member and one alternate member to the Joint Board". As mentioned above, Tom Rainville was the District's representative with the District Manager the alternate.

Given two Commissioners regularly attend Sno-King for their respective Districts, a few options to appointing a representative and alternate come to mind. Option one: Appoint one of the three Commissioners as the District’s representative with the General Manager the alternate. Option two: Appoint Commissioner McGrath as the District’s representative and the General Manager the alternate. Option three: Appoint the General Manager as the District’s representative and Commissioner McGrath as the alternate. Option four: Appoint the General Manager as the District’s representative and the Operations/Engineering Manager (Rick Matthews) as the alternate.

RECOMMENDATION/SUGGESTED MOTION:

Appoint __________________________ as the District’s representative to the Sno-King Water District Coalition and __________________________ as the alternate.
SNO-KING WATER DISTRICT COALITION
INTERLOCAL AGREEMENT

This Agreement entered into this 20th day of FEBRUARY, 2001 among the Cross Valley Water District, the Mukilteo Water District, Olympic View Water and Sewer District, Alderwood Water and Wastewater District and the Woodinville Water District, (collectively referred to hereafter as the "Participants"),

WITNESSETH:

WHEREAS, each Participant is a special purpose municipal corporation, located in either Snohomish or King County, Washington, organized under the laws of the State of Washington; and

WHEREAS, each Participant desires to enter into this Agreement pursuant to the authority granted in Chapter 39.34 of the Revised Code of Washington; and

WHEREAS, each Participant has the authority to construct, condemn, purchase, acquire, add to, alter, maintain and operate waterworks, and sewer systems, within or without their corporate limits, for the purpose of furnishing its inhabitants or any other persons with an ample supply of water and for the purpose of disposing of wastewater; and

WHEREAS, each Participant is impacted by the adoption of laws regulating the operation of waterworks and sewer systems as well as laws regulating the environment, land use planning, and growth management and imposing taxes to pay therefore; and

WHEREAS, each Participant is impacted by the adoption of regulations implementing such laws; and

WHEREAS, each Participant's cost of doing business, method of operation, system design, and ability to provide service is affected by the adoption of such laws and regulations; and

WHEREAS, each Participant desires to protect and promote its interests and the interests of its rate payers by establishing a forum for developing unified positions on pending utility, legal, governmental and tax issues affecting it and its constituents; and

WHEREAS, each Participant desires to establish an organization capable of administering and funding the presentation of its views on such issues in the appropriate forums;
NOW, THEREFORE, each Participant does hereby agree as follows:

Section 1. Definitions.

"Administrator" means the Participant appointed by the Board to act in the capacity as the Administrator under this Agreement.

"Agreement" means this Agreement.

"Board" means the governing body of the Sno-King Water District Coalition ("Coalition").

"Budget" means the Operating Budget of the Board.

"Effective Date" means the first date on which the Agreement has been duly authorized and executed by all Participants.

"Fiscal year" means January 1 through December 31.

"Operating Fund" means the special fund of the Coalition established to pay the expenses associated with the operation of the Coalition.

"Treasurer" means the financial director/controller of the Administrator or its successor, responsible for administering the Operating Fund.

Section 2. Purpose.

The purpose of this Agreement is to administer the development and presentation of unified positions on pending issues affecting Participants and their rate payers and to fund the costs of such administration and the representation of the Participants and their rate payers in those forums where legislative and/or administrative decisions affecting Participants and their rate payers are made.

Section 3. Effective Date, Duration and Termination.

This Agreement shall become effective on the date on which this Agreement has been duly authorized and executed by all the Participants. This Agreement shall terminate one (1) year from such effective date, unless the term is extended by mutual agreement of all Participants or unless the Agreement is terminated at an earlier date by mutual agreement of all Participants or withdrawal of all but one Participant.

Upon termination or expiration, the Administrator shall wind up the affairs of the Coalition as expeditiously as possible, and all liabilities shall be satisfied and all remaining funds, if any, shall be distributed to the Participants on a pro rata basis. The Board shall continue in operation to oversee such distribution and termination and to take such action as may be necessary to accomplish such distribution and termination.
Section 4. Withdrawal.

Any Participant may withdraw upon thirty (30) days' written notice to the Board that its legislative body has duly authorized withdrawal from the Agreement and that the Participant seeks withdrawal from the Agreement. A Participant who has withdrawn shall not be entitled to the refund of any monies paid into the Operating Fund and shall remain liable and accountable, after withdrawal, for any and all dues and additional expenditures authorized by the Board prior to the Participant's withdrawal.

Section 5. Board.

There is hereby created the Sno-King Water District Coalition Board (the "Board"). Each Participant shall designate one member and one alternate member to the Joint Board. The Board shall establish rules of procedure, including but not limited to a quorum requirement, a schedule for regular and special meetings, and notice requirements. The Board shall designate the Administrator and designate and elect such officers deemed necessary and a Secretary who shall supply timely and adequate notice of regular and special meetings to all members and alternates and shall comply with any other notice requirements applicable under the laws of the State of Washington. The Secretary shall compile and keep current a directory of the Board members and alternates.

Each Participant shall have one vote. A matter or proposal shall be approved by Board members representing a majority of the Participants, except for matters requiring a greater percentage under this Agreement. A Participant's alternate member shall vote only in the absence of that Participant's member on the Board.

The Board shall oversee the work and activities of the Administrator. The Joint Board may require oral and written reports from the Administrator and may require the production of any records or documents relating to the Agreement, or the Operating Fund as it deems necessary. Unless the Board directs otherwise, the Administrator shall provide monthly reports concerning the lobbyist's activities and accounting statements showing all activity of the Operating Fund.

The Board shall have the power and authority to

a. perform such acts and exercise such authority necessary to implement the purposes of this Agreement.

b. adopt a budget and assess dues;

c enter into contracts in its own name;

d authorize the Administrator to perform the duties and exercise the authority specified in Section 6.

e. perform any act and exercise any authority permitted by law.
Section 6. Administrator.

The Administrator under this agreement shall be one of the Participants. Cross Valley Water District shall be the Administrator of the Agreement until December 31, 1995 at which time a successor Administrator shall be appointed according to a schedule adopted by the Board should this agreement be extended.

Pursuant to Chapter 39.34 of the Revised Code of Washington, the Participants agree that the Administrator shall be vested with all powers and authority required to carry out the objectives and purposes of this Agreement, with prior approval of the Board may

a. enter into contracts, and employ and retain professional services;

b. create, establish and maintain such offices and positions as shall be reasonably necessary and convenient for the transaction of business;

c. appoint and employ attorneys, agents, consultants and employees; and

d. collect from the Participants reasonable dues and assessments as authorized by the Board.

The Administrator shall use reasonable skill and judgment in performing the responsibilities assigned by this Agreement or the Board, but shall have no liability to the Participants for actions or omissions made in good faith and in the reasonable belief that such actions or omissions were in accordance with this Agreement.

Section 7. Removal or Resignation of Administrator.

The Board may, pursuant to a vote of two-thirds of all the Participants, remove the Administrator. The Administrator may also resign upon 90 day’s notice to the Board. The Board shall then designate a new Administrator by a vote of Board members representing a majority of all Participants. In the event of the Administrator’s removal or resignation, the Administrator may, at its sole discretion, remain a Participant and retain all rights and duties as a Participant.

In the event of the Administrator’s removal or resignation, the Administrator shall relinquish control and custody of the operating fund to the successor Administrator, who shall designate a Treasurer subject to approval of the Board.

Section 8. Payment of Costs; Accounting.

The Participants agree to share all costs associated with the Agreement for each fiscal year as determined by a majority of the Board at the September meeting of the Board for the next fiscal year. The Board shall determine by majority vote whether the members share shall be paid in installments or in a lump sum.
The Board shall establish an annual budget. To administer the budget, the Administrator shall establish a special fund designated as the "Operating Fund of the Sno-King Water District Coalition" in the office of the Administrator's Treasurer. Within 30 days of the Effective Date each Participant shall submit its share of the costs to the Administrator. The Administrator shall deposit such funds into the Operating Fund. Such funds are refundable only in the event of termination of the Agreement, as provided in Section 3 hereof.

The Administrator shall cause the Treasurer to make disbursements and issue checks for payments as provided under this Agreement. The Board shall establish policies and procedures for the disbursement of monies from the Operating Fund, and the Administrator shall comply with such policies and procedures. Monies in the Operating Fund shall be used solely for satisfying the costs and expenses of the Agreement; provided that all monies will be expended according to law, and that money expended pursuant to this agreement shall not be used for entertaining legislators or government officials or to finance any political campaign, partisan or non-partisan or any to support or oppose any ballot issue.

Section 9. Additional Expenditures.

A majority vote of members of the Board shall be required to amend the Budget or to approve expenditures in excess of the Budget. The Participants shall fund additional expenditures as determined by the Board, provided that any Participant dissenting from an additional expenditure shall not be required to contribute to its funding; and provided further that such dissenting member shall not have the right to vote concerning the use of additional funding. If the Administrator is the dissenting Participant, it shall follow the directions of the Board with regard to the funds for additional expenditures.

Section 10. Additional Participants.

Water and/or Sewer Districts located within Snohomish and King Counties may be admitted to the Coalition upon an affirmative vote of a majority of the Board upon such terms and conditions that the Board establishes, including but not limited to, classes of membership, duration of membership and differing assessments or installment payment of assessments; provided that execution of this agreement by the new member and payment of that year's assessment (or first installment) shall be a pre-condition to actual membership in the Coalition.

New members shall be admitted to the Coalition only after they have executed a "New Member Agreement" in the form attached hereto. Membership shall be effective upon filing the signed "New Member Agreement" with the Administrator.

Section 11. Miscellaneous.

a. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.
b. This document constitutes the entire agreement of the parties with respect to the subject matter hereof and may be modified only by an agreement in writing signed by all parties hereto; provided that additional participants may be admitted to the Coalition by executing the attached membership agreement form.

c. Waiver by any party of any term or condition of this Agreement shall not be deemed or construed as a waiver of any other term or condition, nor shall a waiver of any subsequent breach, whether of the same or of a different provision of this Agreement.

d. If any provision of this Agreement is held invalid or unenforceable, the remainder of the Agreement shall not be affected and shall remain in full-force and effect.

e. Any notices required or permitted under this Agreement shall be delivered to the Participant’s business office.

IN WITNESS WHEREOF, the Participants have caused this Agreement to be executed in their respective names by their authorized officers, all as of the date first above written.

CROSS VALLEY WATER DISTRICT

Dated: ______________________  By ______________________
    Its ______________________

MUKILTEO WATER DISTRICT

Dated: ______________________  By ______________________
    Its ______________________

WOODINVILLE WATER DISTRICT

Dated: ______________________  By ______________________
    Its ______________________

OLYMPIC VIEW WATER & SEWER DISTRICT

Dated: ______________________  By ______________________
    Its ______________________
SUBJECT: Legal Counsel Services
MEETING DATE: January 15, 2020
FROM: Jim Voetberg, General Manager

CURRENT YEAR

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<th>Amount Committed</th>
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EXHIBITS ATTACHED:
- Letter from John Milne dated January 3, 2020

SUMMARY STATEMENT/ISSUES

Attached is a letter from John Milne notifying the District of his retirement effective the end of 2019. The District has an agreement with Inslee Best for legal services through 2020 and as noted in the letter, Mr. Milne recommends the District utilize Bill Linton for future legal counsel. Staff has worked with Mr. Linton in the past and agrees with John’s recommendation.

A formal motion is not necessary, but Staff requests consensus by the Board to utilize Bill Linton of Inslee Best as the District’s legal counsel. If consensus is reached, I will ask Bill to attend the February 5th meeting to reintroduce himself, as he has been to previous Board Meetings.

RECOMMENDATION/SUGGESTED MOTION:
By consensus, authorize Bill Linton of Inslee Best to serve as the District’s legal counsel.
January 3, 2020

Mr. Jim Voetberg  
General Manager  
Mukilteo Water & Wastewater District  
7824 Mukilteo Speedway  
Mukilteo, WA 98275

Re: Agreement for Legal Services

Dear Jim:

As you know, I retired from Inslee Best at the end of 2019. Inslee Best has been retained by the District to serve as general counsel for the years 2019 and 2020 pursuant to a written Agreement for Legal Services (Agreement). I was designated as lead counsel to serve the District. I have recommended to you that Bill Linton in my office succeed me as District general counsel for the year 2020, and hopefully thereafter, if that is acceptable to the District. His hourly rate for services rendered to the District in 2020 is $325, the same rate I charged the District and my other district clients. Bill has a strong financial background as a former CPA, and has special expertise in construction, public works, foreclosures, and bankruptcy work, and in all forums of dispute resolution including mediation, arbitration and litigation. He will serve the District well. You requested that I provide you a letter regarding this transition.

However, please note that, pursuant to the Agreement, we serve at the pleasure of the District and the District may retain other counsel, general and special, at any time it so desires.

I have enjoyed my many years working with the Board, you and other District staff, and wish you and the District continued success on behalf of its ratepayers.

Very truly yours,

John W. Milne

Cc: William Linton
BUSINESS OF THE MUKILTEO WATER AND WASTEWATER DISTRICT
BOARD OF COMMISSIONERS

SUBJECT: Authorization of 2020 Engineering Work

MEETING DATE: January 15, 2020
FROM: Jim Voetberg, General Manager

CURRENT YEAR

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EXHIBITS ATTACHED:

- Gray & Osborne's Construction Management (CM) proposal for Project 28-19, CM for the 2020 Water Improvements project (Possession View).
- Gray & Osborne's Construction Management (CM) for Project 31-19, CM for the Lift Station No. 9 project.
- Gray & Osborne's Design proposal for Project 47-20, design of the 2021 Water System Improvement project (8th Street between Campbell and Randolph, 9th Street between Park and Loveland, and 10th Street between Park and Campbell).
- Gray & Osborne's Design proposal for Projects 49-20 and 50-20, Design of Lift Station No. 5 and the Lift Station No. 5 Force Main.

SUMMARY STATEMENT/ISSUES:

Approved in the 2020 Capital budget are the following projects:

Possession View Place Water Main Replacement – Construction & CM (Project 28-19): This project replaces approximately 1,100 lineal feet of 6-inch cast iron water main with restraint joint 8-inch ductile iron water main. The project is located along Possession View Place, between Washington Avenue and Goat Trail Road. This project will replace aging and undersized water main, increase fire flow and upgrade the system to current District standards. Design and permitting were completed in 2019. Bid documents for construction of the improvements is currently being advertised.

Approved budget for Construction & CM: $490,000

Lift Station No. 9 Replacement – Construction & CM (Project 31-19): Lift Station No. 9 was constructed by the City of Mukilteo in the 1980’s and is nearing the end of its useful life. The project will consist of reliability and capacity improvements. Design and permitting were completed in 2019. Bid documents for construction of the improvements is scheduled to be advertised the week of January 13th.
Approved budget for Construction & CM: $2,900,000

8th/9th/10th St Water Main – Design (Project 47-20): This project replaces approximately 2,200 lineal feet of 4-inch cast iron water main with restraint joint 8-inch ductile iron water main. The project is located on 8th Street between Campbell and Randolph, on 9th Street between Park and Loveland, and on 10th Street between Park and Campbell. This project will replace aging and undersized water main, increasing fire flow and upgrading the system to current District standards.

Approved budget for Design: $80,000

Lift Station No. 5 Force Main - Design (Project 49-20): The Lift Station No. 5 Force Main was constructed in the late 1960’s and is nearing the end of its useful life. It is exposed in places and has been the subject of recent failures. It is located in a seismically sensitive area that has experienced recent slide activity. The project will provide increased reliability and capacity of the force main. Design and permitting is scheduled for 2020 with construction scheduled for 2021. As a reminder, the District has secured a Public Works Trust Fund loan for the design and construction of this project.

Approved budget for Design: $65,000

Lift Station No. 5 Upgrade - Design (50-20): Lift Station No. 5 was constructed in the late 1960’s and is nearing the end of its useful life. This project will improve reliability and capacity of the lift station. Design and permitting is scheduled for 2020 with construction scheduled for 2021. As a reminder, the District has secured a Public Works Trust Fund loan for the design and construction of this project.

Approved budget for Design: $225,000

Attached to this report are the engineering scopes of work for the above-mentioned projects which were prepared by Eric Delfel of Gray & Osborne. Eric will be attending the meeting of January 15th to address any questions the Board may have.

RECOMMENDATION/SUGGESTED MOTION:

Approve Gray & Osborne’s 2020 engineering service proposals as follows:

- Construction Management for Project 28-19, 2020 Water Improvement project/ Possession View Water Main Replacement.
- Construction Management for Project 31-19, Lift Station No. 9 Replacement project.
- Design of the 2021 Water System Improvement project, Project 47-20, 8th/9th/10th Streets Water Main replacement.
- Design of Lift Station No. 5 and the Lift Station No. 5 Force Main, Projects 49-20 and 50-20.
January 6, 2020

Mr. Jim Voetberg, P.E.
General Manager
Mukilteo Water & Wastewater District
7824 Mukilteo Speedway
Mukilteo, Washington 98275

SUBJECT: SCOPE OF WORK, CONSTRUCTION MANAGEMENT FOR
2020 WATER SYSTEM IMPROVEMENTS
MUKILTEO WATER & WASTEWATER DISTRICT,
SNOHOMISH COUNTY, WASHINGTON
G&O #20196.97

Dear Mr. Voetberg:

Per your request, Gray & Osborne is pleased to present you with this proposal for the construction management and inspection of the 2020 Water System Improvements project. The project consists of approximately 1,100 linear feet of water main replacement on Possession View Place and Washington Avenue. The scope of work has been prepared based on discussions with staff and our understanding of the project.

SCOPE OF WORK

The following tasks shall be included in the scope of work for each schedule:

1. Perform bid services including answering contractor questions, preparation of the bid summary, review of the bid proposal for correctness and completeness, review of bidder qualifications, and a recommendation to award letter.

2. Review of contract, insurance, and bond documents for completeness.

3. Construction staking of pipeline alignments and ADA ramps. This also includes office setup time and survey of replacement monuments if necessary.

4. Submittal Review – This will include the review of construction materials, schedules, and work plans.
5. Respond to requests for information (RFIs) by the contractor.

6. Preparation of change order documents, if required.

7. Preparation of progress estimates for District processing and project closeout services.

8. Inspection – We have budgeted for three-quarter time inspection for this project.


10. Biweekly construction meetings and preparation of meeting minutes. We have assumed three construction meetings, including the preconstruction meeting, plus a final walkthrough.

Please note that since the construction management budgets are an estimate, changes in design may require additional construction management budget. The estimated cost for the work is $48,800.

We agree to provide the services defined in the scope of work in accordance with our current Professional Engineering Services Agreement for a cost not to exceed $48,800. We have also enclosed a construction cost estimate for the project for your use.

Please contact me if you have any questions or concerns.

Sincerely,

GRAY & OSBORNE, INC.

Eric Delfel, P.E.

ED/hh
Encl.
## EXHIBIT A

### ENGINEERING SERVICES

#### SCOPE AND ESTIMATED COST

*Mukilteo Water & Wastewater District - 2020 Water System Improvements Construction Management*

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<th>Tasks</th>
<th>Project Manager Hours</th>
<th>Civil Engineer Hours</th>
<th>Field Inspector Hours</th>
<th>AutoCAD/ GIS Tech./ Eng. Intern Hours</th>
<th>Professional Land Surveyor Hours</th>
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**Hour Estimate:**

- $33$
- $48$
- $200$
- $48$
- $6$
- $16$

**Fully Burdened Billing Rate Range:**

- $119$ to $200$
- $93$ to $135$
- $81$ to $145$
- $50$ to $132$
- $118$ to $152$
- $170$ to $224$

**Estimated Fully Burdened Billing Rate:**

- $155$
- $120$
- $135$
- $110$
- $150$
- $200$

**Fully Burdened Labor Cost:**

- $5,115$
- $5,760$
- $27,000$
- $5,280$
- $900$
- $3,200$

- **Total Fully Burdened Labor Cost:** $47,255
- **Direct Non-Salary Cost:**
  - Mileage & Expenses (mileage @ current IRS rate) $545
  - Printing $1,000

**TOTAL ESTIMATED COST:** $48,800

* Actual labor cost will be based on each employee's actual rate. Estimated rates are for determining total estimated cost only. Fully burdened billing rates include direct salary cost, overhead, and profit.
January 7, 2020

Mr. Jim Voetberg, P.E.
General Manager
Mukilteo Water & Wastewater District
7824 Mukilteo Speedway
Mukilteo, Washington 98275

SUBJECT: LIFT STATION 9 CONSTRUCTION MANAGEMENT SCOPE OF WORK
MUKILTEO WATER & WASTEWATER DISTRICT,
SNOHOMISH COUNTY, WASHINGTON
G&O #20196.97

Dear Mr. Voetberg:

Per your request, Gray & Osborne is pleased to present you with this proposal for the construction management of the Lift Station 9 project. Our scope of work has been prepared based on discussions with staff and our understanding of the project.

SCOPE OF WORK

The following tasks shall be included in the scope of work:

1. Perform bid services including attendance at a prebid conference, answering contractor questions, preparation of the bid summary, review of the bid proposal for correctness and completeness, review of bidder qualifications, and a recommendation to award letter.

2. Review of contract, insurance, and bond documents for completeness.

3. Construction staking including reestablishment of survey control, reference staking, and “offset” stakes, hubs and/or nails for construction.

4. Submittal Review – This will include the review of construction equipment, materials, schedules, work plans, and operation and maintenance manual review and approval. Respond to the District’s or contractor’s questions and provide interpretation of the contract specifications and drawings which address and clarify design intent.
Prepare supplementary sketches to clarify conditions. Review change orders relative to design changes and/or modifications to assure any changes are within the design intent.

5. Inspection – We have budgeted for inspection coverage of approximately 75 percent of the 220-working-day contract time for this project.

6. Biweekly construction meetings and preparation of meeting minutes.

7. Commissioning – It is anticipated that key project team members will need to be present for the startup, testing, and commissioning of the new lift station. We have also budgeted time for an electrical engineer to be present during the factory test of the motor control center.

8. Preparation of record drawings based on construction documents, inspection records, and contractor markups.

9. Construction management services to include progress estimates, answering requests for information, and project closeout services.

We agree to provide the services defined in the scope of work in accordance with our current Professional Engineering Services Agreement for a cost not to exceed $306,680 without prior authorization from the District. Please see the enclosed Exhibit A that provides a breakdown of the hours and fees for the project.

Please contact me if you have any questions or concerns.

Sincerely,

GRAY & OSBORNE, INC.

Eric Delfel, P.E.

ED/hh
Encl.
EXHIBIT A

ENGINEERING SERVICES
SCOPE AND ESTIMATED COST

Mukilteo Water & Wastewater District - Lift Station 9 Construction Management

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Hour Estimate: 248 180 60 96 124 1,384 60 4 16

Fully Burdened Billing Rate Range:* $119 to $200 $119 to $148 $93 to $135 $110 to $167 $120 to $190 $122 to $167 $50 to $132 $118 to $152 $170 to $224

Estimated Fully Burdened Billing Rate:* $155 $140 $120 $150 $170 $135 $100 $135 $122 to $167

Fully Burdened Labor Cost: $38,440 $25,200 $7,200 $14,400 $21,080 $186,840 $6,000 $540 $3,200

Total Fully Burdened Labor Cost: $302,900

Direct Non-Salary Cost: Mileage & Expenses (mileage @ current IRS rate) $3,780

TOTAL ESTIMATED COST: $306,680

* Actual labor cost will be based on each employee's actual rate. Estimated rates are for determining total estimated cost only. Fully burdened billing rates include direct salary cost, overhead, and profit.
January 6, 2020

Mr. Jim Voetberg, P.E.
General Manager
Mukilteo Water & Wastewater District
7824 Mukilteo Speedway
Mukilteo, Washington 98275

SUBJECT: SCOPE OF WORK, 2021 WATER SYSTEM IMPROVEMENTS DESIGN
MUKILTEO WATER & WASTEWATER DISTRICT,
SNOHOMISH COUNTY, WASHINGTON
G&O #20196.97

Dear Mr. Voetberg:

Per your request, Gray & Osborne is pleased to present you with this proposal for the 2021 Water System Improvements Design. The project is divided into three schedules: replacement of approximately 300 linear feet of existing 4-inch cast iron main with 8-inch ductile iron water main on 8th Street between Campbell Avenue and Randolph Avenue, replacement of approximately 500 linear feet of existing 6-inch cast iron main on 9th Street between Park Avenue and Loveland Avenue, and replacement of approximately 1,000 linear feet of existing 4-inch cast iron main on 10th Street from Park Avenue to Campbell Avenue.

These projects were identified in District’s Water System Plan (2016) as projects that will improve fire flow availability by upsizing an aging main to District standards for size and material. Our scope of work has been prepared for design and permitting only based on discussions with staff and our understanding of the project.

SCOPE OF WORK

The following tasks shall be included in the scope of work for each schedule:

1. Project Management – Project management will involve coordination of the project with the District and the design team, and tracking the project to ensure it stays on schedule and within budget.
2. Survey – Gray & Osborne will survey the alignment, including right-of-way calculation for the design.

3. Engineering design of the water main, including:
   a. Thirty percent, 60 percent, 90 percent, and final design submittals to the District. Civil design will not include profile of the water main. Civil design does include design of a new ADA ramp at the intersection of 9th Street and Loveland Avenue.
   b. Engineer’s cost estimate at each submittal.

4. Prepare specifications and contract documents. Specifications will be available for 60 percent, 90 percent, and final design review submittals.

5. Obtain appropriate permits from the City of Mukilteo. It is assumed that a right-of-way permit will be required and that there are no environmental permits required. We also assume that the project is SEPA exempt.

6. Attend review meetings with District staff after 30 percent, 60 percent, and 90 percent submittals.

7. Perform quality assurance/quality control (QA/QC) reviews with the project design team and experienced Gray & Osborne staff.

It is assumed that bid support services will be provided in 2021 as part of the construction management budget. The enclosed Exhibit A provides a breakdown of the tasks, level of effort, and fees for the design of the project. The estimated cost for the work is $64,200.

We have also enclosed a total preliminary project estimate, including construction cost, for the project. This cost will be updated throughout the design process to be included in the District’s 2021 budget and bid in 2021.

SCHEDULE

It is estimate that the design will take approximately 9 to 10 months in anticipation of a 2021 bid date. Using these assumptions, we have prepared the following schedule for the project:

   January 15, 2020 – Board approves Gray & Osborne scope of work.
   Week of May 4, 2020 – 30 percent plans QA/QC.
Week of May 11, 2020 – 30 percent plans to District.
Week of May 25, 2020 – District review meeting.
Week of July 13, 2020 – 60 percent plans and specifications QA/QC.
Week of July 20, 2020 – 60 percent plans and specifications to District.
Week of August 3, 2020 – District review meeting.
Week of August 31, 2020 – 90 percent plans and specifications QA/QC.
Week of September 7, 2020 – Submit for permitting to the City of Mukilteo.
Week of September 14, 2020 – 90 percent plans and specifications to District.
Week of September 28, 2020 – District review meeting.
November 2020 – Complete design reflecting permitting and final District comments.
Early 2021 – Advertise for construction.

Please contact me if you have any questions or concerns.

Sincerely,

GRAY & OSBORNE, INC.

[Signature]

ED/hh
Encl.
# EXHIBIT A

## ENGINEERING SERVICES

### SCOPE AND ESTIMATED COST

*Mukilteo Water & Wastewater District - 2021 Water System Improvements Design*

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<th>Principal Hours</th>
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<th>Engineer-in-Training Hours</th>
<th>AutoCAD/ GIS Tech./ Eng. Intern Hours</th>
<th>Professional Land Surveyor Hours</th>
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**Hour Estimate:**

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**Fully Burdened Billing Rate Range:**

- $135 to $200
- $119 to $200
- $93 to $135
- $85 to $133
- $50 to $132
- $118 to $152
- $170 to $224

**Estimated Fully Burdened Billing Rate:**

- $170
- $148
- $110
- $90
- $110
- $150
- $190

**Fully Burdened Labor Cost:**

- $2,720
- $13,024
- $22,880
- $6,300
- $8,800
- $2,400
- $7,600

**Total Fully Burdened Labor Cost:**

$ 63,724

**Direct Non-Salary Cost:**

- Mileage & Expenses (mileage @ current IRS rate): $276
- Printing: $200

**TOTAL ESTIMATED COST:**

$ 64,200

* Actual labor cost will be based on each employee's actual rate. Estimated rates are for determining total estimated cost only. Fully burdened billing rates include direct salary cost, overhead, and profit.
January 7, 2020

Mr. Jim Voetberg, P.E.
General Manager
Mukilteo Water & Wastewater District
7824 Mukilteo Speedway
Mukilteo, Washington 98275

SUBJECT: SCOPE OF WORK, LIFT STATION 5 AND FORCE MAIN UPGRADES
MUKILTEO WATER & WASTEWATER DISTRICT,
SNOHOMISH COUNTY, WASHINGTON
G&O #20196.97

Dear Mr. Voetberg:

Gray & Osborne is please to provide this scope of work and fee proposal for the Lift Station 5 and Force Main Upgrades. Please see the enclosed Exhibits A and B, which provide detailed descriptions for the various tasks and level of effort.

Please contact me if you have any questions or concerns.

Sincerely,

GRAY & OSBORNE, INC.

Eric Delfel, P.E.
ED/HH
Encl.
INTRODUCTION

The proposed project includes design and replacement of the Mukilteo Water & Wastewater District’s Lift Station 5 and associated force main, as both of these facilities are over 40 years old, undersized for current loading, and have exceeded their design lives. The force main is installed on an unstable hillside that has experienced numerous slides that have exposed both the force main and casing in places. The force main experienced main breaks in October 2018 and January 2019.

The lift station is located on an easement in the homeowners association of Smuggler’s Gulch. The existing wet pit/dry pit construction does not currently meet code for electrical clearances. The District would like to upgrade the station with a new wet well, submersible pumps, and a check valve vault. The existing generator is currently located several hundred feet away from the site on the hill above the station. The District would like to install a new generator and the station electrical equipment in a building on site. Due to easement restrictions, the building may need to be constructed in the hillside to avoid restricting views of Puget Sound. The force main will be approximately 800 linear feet in length, likely constructed via the directional drilling method.

The District is receiving Public Works Trust Fund loan money for financing on this project. Some additional permitting requirements, such as cultural resources, are included as a condition of Public Works Trust Fund financing.

PROJECT APPROACH

Our approach to design of the lift station includes the following elements:

- Selection of Design Flow
- Site Survey and Easement Review
- Pump Sizing and Selection
- Verification of Force Main Size, Material, and Construction Method
- Verification of Wet Well Sizing
- Electrical and Generator Requirements
- Lighting and Security
- Structural and HVAC
- Permitting
• Geotechnical
• Constructability Review

Each of these design elements would be addressed as part of the following design milestones:

1. Predesign Report and 30 Percent Preliminary Plans
2. Sixty Percent Design
3. Permit Submittal
4. Ninety Percent Design
5. Final Bid Documents

PROPOSED SCOPE OF WORK

It is assumed that the lift station and force main will be bid together in one set of contract documents. The following elements are included in the scope of work.

Task 1 – Project Management

Project management services will include coordination with all subconsultants; review of draft and final work submitted by the subconsultants; meetings with the District operations, planning, public works, and engineering staff to review the findings; supporting documents and exhibits to assist the subconsultants’ work; a preliminary level of design to assist the geotechnical subconsultant; and administrative services such as processing invoices.

Task 2 – Survey

Survey for the project will include the following elements:

• Survey of the existing lift station site.
• Survey of the proposed force main alignment.
• Calculation of existing District access and utility easements.
• Preparation of new easement documents and easement relinquishments as required.
Task 3 – Site Civil Design

Site civil design for the project will include the following elements:

- Development of an existing site base map based on site survey.
- Development of the grading and drainage plans.
- Development of a proposed site plan.
- Site demolition plan.
- Erosion control plan.
- Restoration plans.
- Site paving and restoration plans.

Task 4 – Force Main Civil Design

Site civil design for the project will include the following elements:

- Development of an existing site base map based on site survey.
- Plan and profile sheets of the force main.
- Coordination with Staheli Trenchless Consultants for design and specifications of trenchless construction methods for the force main.
- Coordination with PanGEO, Inc. to perform geotechnical investigations for the force main and trenchless construction.
- Erosion control plan.
- Restoration plans.

Task 5 – Mechanical/HVAC Design

Mechanical and HVAC design will include the following:

- Mechanical design of a submersible lift station equipped with a pair of centrifugal pumps installed within a new wet well.
- Wet well plan and section design.
• Modification of the existing wet well to operate in parallel with the new wet well.
• Installation of a new check valve vault with bypass pumping port.
• Demolition of the existing pumps, dry pit, and existing wet well suction piping.
• Design of a new electrical and generator building.
• HVAC design for the electrical and generator building.
• Reuse of the existing flow meter and vault.

Odor control facilities are not anticipated for this lift station and are not included in this design proposal.

**Deliverable**

Provide predesign report and preliminary drawings for District review at the 30 percent design level for Tasks 2 through 5.

**Task 6 – Structural Design**

The new lift station will have a new concrete masonry unit (CMU) building to house electrical equipment and standby generator. A retaining wall may need to be constructed on the sloped side of the site. Our structural design of the station will include the following elements:

• Building and foundation design.
• Retaining wall design in conjunction with the geotechnical subconsultant.
• Review of shoring requirements for construction.

**Task 7 – Electrical Design**

It is our understanding that the electrical design will include the following elements:

• Diesel generator design located inside the building.
• Generator fuel tank sizing. The District has indicated that they would prefer a subbase fuel tank, so the maximum size will be 660 gallons according to the IBC.
- Power distribution design.
- Motor control center (MCC) design.
- PLC and SCADA control panel design.
- Area lighting.
- Coordination with Stead & Associates, Inc. for control panel and instrumentation design.

**Deliverable**

Provide drawings for District review at the 60, 90, and 100 percent design levels for Tasks 2 through 7.

**Task 8 – Specifications**

Gray & Osborne will be responsible for preparation of the contract documents, including the technical specifications for the project. We will use the CSI specification format (Divisions 1 through 16) for the project. Draft specifications will be available for District staff to review at the 60 and 90 percent levels.

**Deliverable**

Provide draft specifications at the 60 and 90 percent design levels, and final (100 percent) specifications.

**Task 9 – Cost Estimates**

Gray & Osborne will provide detailed cost estimates at the 60 and 90 percent design levels, and a final cost estimate prior to bid to ensure District staff and other stakeholders are appraised of the project budget as design decisions are made.

**Deliverable**

Draft 60 and 90 percent submittals and final (100 percent) cost estimates.

**Task 10 – Permitting**

Gray & Osborne will prepare and submit required permit applications for the project. Anticipated permits for the project include:

- Building permit, including drainage and grading permits.
• Utility permit.
• Special inspections permit.
• SEPA checklist.
• Geotechnical report.
• EZ-1 Form submittal to the Washington State Department of Archaeology and Historic Preservation. If a cultural investigation and report is required, an amendment to the contract will be negotiated for the work.
• Permit fees are not included and are the responsibility of the District.

**Deliverable**

Submit appropriate permits for approval, with as many as seven copies required for the submittals.

**Task 11 – Project Meetings**

It is anticipated that there will be three review meetings with staff during the project: project kickoff, prior to 60 percent design, and 90 percent design. It is anticipated that Gray & Osborne will be present at other meetings, including public meetings and QA/QC meetings, but these meetings are included in other scope of work elements.

**Task 12 – Internal Review Quality Assurance/Quality Control Meetings**

Gray & Osborne will conduct internal reviews at the 60 and 90 percent PS&E levels. At these reviews, Gray & Osborne senior staff will review the contract documents for constructability, cost control, risk to the District, and consistency. District staff is invited to attend these meetings if desired. These meetings are typically conducted at Gray & Osborne’s office in downtown Seattle.

**PROJECT SCHEDULE**

The project is scheduled for bid in the spring of 2021. In order to meet that construction schedule, we have developed the following schedule for design through project award:

• January 15, 2020 – Notice to Proceed
• April 15, 2020 – Submit Predesign Report, Geotechnical Report, and 30 Percent Design Plans for District Review
- July 1, 2020 – Submit 60 Percent Design Plans, Specifications, and Engineering Cost Estimate for District Review

- August 15, 2020 – Submit Drawings to the City of Mukilteo for Permits

- September 30, 2020 – Submit 90 Percent Plans, Specifications, and Engineering Cost Estimate for District Review

- Mid-January 2021 – Advertise for Bid

Exhibit B attached provides a detailed breakdown of the hours and rates for the design. The not-to-exceed cost for the design of the project is $274,700 without further authorization from the District.
### EXHIBIT B

**ENGINEERING SERVICES**

**SCOPE AND ESTIMATED COST**

**Mukilteo Water & Wastewater District - Lift Station 5 and Force Main Upgrades**

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**Hour Estimate:**
- 146
- 94
- 196
- 412
- 36
- 244
- 200
- 316
- 16
- 24

**Fully Burdened Billing Rate Range:**
- $135 to $200
- $119 to $200
- $119 to $148
- $93 to $135
- $110 to $167
- $120 to $190
- $85 to $133
- $50 to $132
- $118 to $152
- $170 to $224

**Estimated Fully Burdened Billing Rate:**
- $160
- $150
- $135
- $115
- $160
- $160
- $115
- $115
- $145
- $200

**Fully Burdened Labor Cost:**
- $23,360
- $14,100
- $26,460
- $47,380
- $5,760
- $39,040
- $23,000
- $36,340
- $2,320
- $4,800

**Total Fully Burdened Labor Cost:**
- $222,560

**Direct Non-Salary Cost:**
- Mileage & Expenses (mileage @ current IRS rate)
  - $250
- Printing
  - $232

**Subconsultant:**
- PanGEO, Inc.
  - $19,402
- Staheli Trenchless Consultants
  - $27,560
- Subconsultant Overhead (10%)
  - $4,696

**TOTAL ESTIMATED COST:**
- $274,700

*Actual labor cost will be based on each employee's actual rate. Estimated rates are for determining total estimated cost only. Fully burdened billing rates include direct salary cost, overhead, and profit.*

---

G&O #20196.97

Mukilteo Water and Wastewater District

Agenda Packet 1/15/2020
Employee Policy Handbook Update

January 15, 2020

Jim Voetberg, General Manager

Kendra Chapman, Executive Assistant/HR

EXHIBITS ATTACHED:
- Resolution No. 514-20
- Draft Employee Policy Handbook, January 15, 2020

SUMMARY STATEMENT/ISSUES:
In accordance with new laws and to ensure continued compliance with current practices, staff worked with Attorney Kathy Weber from Inslee Best to update the Employee Policy Handbook.

Changes to the Employee Policy include:

- Updating the Drug and Alcohol Policy to include the new Clearinghouse requirements by US Department of Transportation and added the commercial driver’s license section (removed section 7.7 and appendix B, adding a new section 9 “Drug and Alcohol Policy”)
- Updating Section 5.5, Paid Family Medical (“PFML”), to comply with the Employment Security Departments’ final rules for Senate Bill 5975.
- Section 7.6, Uniform and Protective Clothing/Personal Appearance, was moved in its entirety to Section 8.10.
- Formatting to adjust the document according to the above changes with the correction of a few typos.

Staff recommends adoption of the resolution updating the District’s Employee Policy Handbook.

RECOMMENDATION/SUGGESTED MOTION:
Adopt Resolution No. 514-20, updating the District Employee Policy Handbook.
MUKILTEO WATER AND WASTEWATER DISTRICT
SNOHOMISH COUNTY, WASHINGTON
RESOLUTION NO. 514-20

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE MUKILTEO WATER AND
WASTEWATER DISTRICT OF SNOHOMISH COUNTY, WASHINGTON, ADOPTING AN
UPDATED EMPLOYEE POLICY HANDBOOK; AND REPEALING RESOLUTION NO. 465-18.

WHEREAS, the Mukilteo Water and Wastewater District Board of Commissioners has
determined the public interest, and the interest of the District and its employees are best served
by the adoption of an Employee Policy Handbook; and

WHEREAS, on October 17, 2018, the Board of Commissioners adopted an Employee
Policy Handbook through Resolution 465-18, updating the employee policy handbook; and

WHEREAS, revisions to the Employee Policy Handbook is required, in part, to address
new State laws regarding paid family and medical leave and update the District's drug and
alcohol program; and

WHEREAS, an updated Employee Policy Handbook-January 15, 2020 is attached
hereto as Exhibit A and incorporated herein in full by this reference ("Employee Policy
Handbook-January 15, 2020"); and

WHEREAS, the District Board of Commissioners now deems it desirable to adopt the
revised Employee Policy Handbook; now, therefore

BE IT RESOLVED by the Board of Commissioners of the Mukilteo Water and
Wastewater District, Snohomish County, Washington as follows:

1. The recitals set forth above are incorporated herein by this reference.
2. The “Employee Policy Handbook” dated January 15, 2020, in the form attached
   hereto as Exhibit A, is hereby adopted as District policy and procedure applicable
to all District employees effective the date set forth below provided, however, if any
of the policies and procedures in the Employee Policy Handbook conflict with the
provisions in any employment contract which may exist between the District and an
employee, the terms and conditions of the employment contract shall prevail.
3. A copy of the Employee Policy Handbook shall be kept on file at the District office.
4. The General Manager, or his/her authorized designee, shall administer the
   Employee Policy Handbook adopted by this Resolution.
5. Resolution No.465-18 is hereby repealed in its entirety.

ADOPTED by the Board of Commissioners of the Mukilteo Water and Wastewater District
of Snohomish County, Washington, at its regular meeting held on the 15th day of January 2020.

Commissioner Johnson
Commissioner McGrath

Commissioner Clarke
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SECTION 1. YOUR ORGANIZATION

1.1 WELCOME TO THE DISTRICT

Welcome to the Mukilteo Water and Wastewater District (the “District”). If you are a new employee, the District welcomes you as a member of our top notch team and hopes that your experience with us will be rewarding. If you are a current employee, the District wishes to express its sincere appreciation for your continued valued service.

As you will see our main goals and aspirations are always QUALITY WATER, WASTEWATER TREATMENT, and CUSTOMER SERVICE. We strive to maintain these ideals in all our efforts and achievements.

The Mission Statement of the District is:

The District is dedicated to provide excellent water and wastewater services and fiscally responsible management of the resources of our ratepayers in an environmentally responsive manner.

Water is a precious resource and conservation is a major part of our everyday responsibility.

In dealing with the public, there are certain principles that will be expected of you as an employee of the District:

- Personal and Professional Integrity
- Timeliness
- Efficiency
- Courtesy

In order to achieve these goals, and provide the quality of services rightfully expected by the public, it takes all of us working together in positive and creative ways.

The District’s Value Statement is PRACTICE:

- Pride
- Respect
- Accountability
- Communication
- Trustworthiness
- Involvement
- Cooperation
- Effort

The District values this statement and believes it reflects personal and professional integrity.
We are all here to provide District customers with quality and timely service. Together we can continue to improve the quality of service our customers deserve. Your comments and suggestions are welcome.

1.2 OUR HISTORY

DISTRICT ESTABLISHED JULY 24, 1920

The Mukilteo Water and Wastewater District is the oldest active water district in Washington State. It was established in 1920 to provide water service to Mukilteo and South Everett areas. The District was authorized to provide sewer service to its South Everett service area in 1975. In November 2007 voters approved the merger of the Olympus Terrace Sewer District into the Mukilteo Water District. In 2008 the name was changed to the Mukilteo Water and Wastewater District. The combined District is committed to provide safe, quality service and excellent customer service in a reliable and cost effective manner.

The District administers, maintains and operates its own water and wastewater facilities. These include collection, distribution, transmission, storage and pumping systems as well as a wastewater treatment facility. In the District's eastside sewer service area, sewage is collected and flows through interceptors to the Everett Treatment Plant for treatment and disposal. In the Westside sewer service area, sewage is collected and flows through interceptors to the District's wastewater treatment facility located at the bottom of Big Gulch.

DISTRICT INFRASTRUCTURE AND BUILDINGS

Historically meetings for both organizations were held at various homes and business locations in the Mukilteo area. The present building comprising the District's office and shop at 7824 Mukilteo Speedway was built specifically for the District in 2001 to accommodate the combined utility.

RESERVOIRS

The District presently has four (4) reservoirs.

Reservoir #1, located at Park Street in Old Town Mukilteo was originally constructed in 1922 and held 250,000 gallons of water. A new reservoir was built in 1999 to replace the original reservoir it has a capacity of 750,000 gallons of water.

Reservoir #2, located at 44th Avenue West was constructed in 1985 and has a capacity of 2.3 million gallons of water.

Reservoir #4, located in the middle of Paine Field Airport was constructed in 1989 and has a capacity of 4.5 million gallons of water.
Reservoir #5, located adjacent to Reservoir #2, was constructed in 1995 with a capacity of 6.3 million gallons of water.

WATER AND SEWER MAINS:

The District has approximately 93 miles of water distribution and transmission mains. There are approximately 83 miles of sewer collection mains, 4 miles of force main, three (3) sewage lift stations in the Eastside utility and ten (10) sewage lift stations in the Westside utility.

SEWER LIFT STATIONS:

EASTSIDE:

Holly Drive Sewer Lift Station – 10705 Holly Drive, Everett
112th Street Lift Station – 11319 9th Place West, Everett
S-7 Lift Station – 11533 Airport Road, Everett

WESTSIDE

Station #2 – 5300 84th Street SW, Mukilteo
Station #4 – 5801 Sunset Lane, Mukilteo
Station #5 – 6129 88th Street SW, Mukilteo
Station #8 – 11399 St Andrews Place, Mukilteo
Station #9 – 800 Mukilteo Lane, Mukilteo
Station #10 – 1121 Mukilteo Speedway, Mukilteo
Station #11 – 1399 West Horizon Drive, Mukilteo
Station #12 – 9050 Surrey Lane, Mukilteo
Station #13 – 4011 78th Street SW, Mukilteo
Station #14 – 500 3rd Street, Mukilteo

WASTEWATER TREATMENT FACILITY

The Big Gulch Wastewater Treatment Facility services the Westside sewer utility and is located at the bottom of Big Gulch. The plant is an oxidation ditch design wastewater treatment facility with a design capacity of 2.6 mgd.
SECTION 2. INTRODUCTION

2.1 NATURE OF HANDBOOK

This Handbook has been prepared to introduce you to the District and its policies. It is intended to be a source of information and a general statement of the District's personnel policies and procedures. It summarizes some of the benefits employees may receive and some of their duties and responsibilities as an employee.

This Employee Handbook is presented as a matter of information only. It is not a contract between the District and any of its employees, and it should not be interpreted as making any promises of specific treatment in specific situations. Further, this Employee Handbook is only a summary of the policies adopted by the District and is not intended to confer contractual rights of any kind upon any employee or to create contractual obligations of any kind for the District. The employer/employee relationship is at-will. "At-will" means you may resign your employment at any time for any reason, and the District may terminate your employment at any time with or without cause. We expect our employees and management to work together to be productive and efficient.

No employee handbook can anticipate every circumstance or question about our policies. As the District continues to evolve, the need may arise to change the policies described in the handbook. The District, therefore, reserves the right in its sole discretion to revise, supplement or rescind any policies or portion of the handbook from time to time as it deems appropriate. The only recognized deviations from the stated policies are those authorized and signed by the General Manager and/or Commissioners, as appropriate. Employees will, of course, be notified of changes as they occur.

Please see your immediate supervisor if you have any questions regarding any of the policies or procedures generally outlined herein.

This Handbook supersedes all previous District handbooks and policies.

2.2 EMPLOYMENT RELATIONSHIP

We hope that you will have a productive and rewarding employment relationship with the District. Nonetheless, employment termination may occur and you should understand that your employment with the District is “at-will.” This means that you are free to resign at any time. It also means that the District has the right to discharge you at any time, with or without cause or advance notice, and without compensation except for time actually worked and accrued benefits allowed on termination. Nothing in this Policy Handbook should be construed as a promise of permanent employment, of employment for any particular length of time, discharge only for cause, or of a right to particular corrective action or discharge procedures. Verbal promises or statements to the contrary will not form an express or implied contract and should not be relied upon by you. Only the General Manager and/or Commissioners may alter the at-will relationship by written contract.
2.3 EMPLOYEE TEAMWORK

The achievement of the District's goal of providing excellent service to our customers is dependent upon teamwork between all employees of the District. Each of us in the District has an important role to play, there is no employee or position that is more important than another, since the success of each of us is dependent upon the contribution, support, and performance of others. Because teamwork and mutual support are key ingredients to success, significant importance is placed on promoting ideas aimed at achieving and maintaining the spirit of teamwork among all of the staff.

2.4 COMMUNICATIONS

Communication is a two-way street. While the District management will try to keep employees current with job-related information, it is each employee's responsibility to make an effort to stay informed. Our experience has shown that when employees deal openly and directly with supervisors, the work environment can be excellent, communications can be clear and attitudes can be positive.

The District welcomes employee suggestions and opinions about any aspect of the District's operations. Suggestions should be submitted in writing to the General Manager for consideration or discussion during staff meetings, when appropriate.
SECTION 3. GENERAL EMPLOYMENT POLICIES

3.1 EQUAL EMPLOYMENT OPPORTUNITY

The District is dedicated to equal employment opportunities. It provides equal employment opportunities without regard to race, sex, color, age, creed, national origin, religion, marital status, disability, sexual orientation, or any other basis protected by local, state or federal laws. This policy applies to all applicants for job placement, transfer, promotion, all forms of compensation, layoff or termination, and any other conditions of employment.

The District will make reasonable accommodations for qualified individuals with known disabilities unless doing so would result in an undue hardship on the District.

Anyone found to be engaging in any type of unlawful discrimination will be subject to disciplinary action, up to and including termination of employment.

3.2 ANTI-HARASSMENT/NON-DISCRIMINATION POLICY

Harassment will not be tolerated.

The District is committed to providing a workplace that is free of verbal, physical and visual forms of harassment so that everyone can work in a productive, respectful and professional environment. Harassment in employment that is based on sex, race, color, national origin, creed, religion, sexual orientation, age, disability or any other basis prohibited by federal, state or local law is strictly prohibited. The District does not tolerate harassment by anyone in the workplace, whether by supervisors, co-workers or nonemployees. Employees who violate this policy are subject to discipline, up to and including termination.

What is harassment?

Examples of harassment based on race, color, national origin, religion, age or disability include, but are not limited to:

- Memos, e-mails, cartoons or other visual displays of objects, pictures or posters that depict such groups or individuals in a derogatory way; or
- Verbal conduct, including making or using derogatory comments, epithets, slurs and jokes towards individuals or such groups.

Sexual harassment is generally defined as unwelcome sexual advances, requests for sexual favors, or other visual, verbal or physical conduct of a sexual nature when:

- Submission to such conduct is made either explicitly or implicitly a term or condition of employment; or
- Submission to or rejection of such conduct affects employment opportunities; or
• The conduct interferes with an employee’s work or creates an intimidating, hostile or offensive work environment.

Sexual harassment includes harassment based on another person's gender or harassment based upon pregnancy, childbirth or other related medical conditions. It also includes harassment of another employee of the same gender as the harasser.

Examples of sexual harassment include, but are not limited to, the following types of behavior:

• Unwelcome sexual advances, like requests for dates or propositions for sexual favors;
• Excessive one-sided, romantic attention in the form of love letters, telephone calls, e-mails or gifts;
• Offering or conditioning an employment benefit, such as a raise, a promotion or a special job assignment, in exchange for sexual favors;
• Making or threatening reprisals, or changing performance expectations after an employee has turned down a sexual advance;
• Visual or physical conduct, like leering, making sexual gestures, or displaying sexually suggestive objects, pictures, cartoons, calendars or posters in the workplace;
• Verbal conduct or written material (including emails or other electronic documents), like making or using derogatory comments, epithets, slurs, teasing and jokes of a sexual nature;
• Graphic verbal or written comments (including emails or other electronic documents) about an individual’s sex life or body;
• Sexually degrading words used to describe an individual
• Suggestive or obscene letters, emails, notes or invitations; and
• Unwelcome physical conduct, including pats, hugs, brushes, touches, shoulder rubs, assaults, or impeding or blocking movements.

This policy is also violated if an employee is fired, denied a job, or denied some other employment benefit because the employee refused to grant sexual favors, complained about harassment or assisted in an investigation of harassment.

The District is committed to taking reasonable steps to prevent harassment from occurring and will take immediate and appropriate action when unlawful harassment was reported. To do this, however, the District needs the cooperation of all employees at all levels.

What to do if harassment occurs.

Each employee is responsible for reporting and adhering to this policy. Employees should never tolerate inappropriate behavior. They should make their feelings known to the offending employee. In many cases, if an employee makes his/her feelings known to the
offending person(s), tells him/her the conduct is not appropriate and asks him/her to stop, this may take care of the situation. However, if any employee is not comfortable doing this, then the employee must promptly report any offending behavior, whether such behavior is directed towards the employee personally or towards other employees of the District, to the Executive Assistant/Human Resources position or, if the employee in the Executive Assistant/Human Resources position is the subject of the complaint, to the General Manager. Employees are required to report concerns about discrimination or harassment before behaviors become severe or pervasive as the District prefers to stop discrimination or harassment before it arises to the level of a violation of the antidiscrimination laws. Supervisors and managers who know or receive reports of offending behavior must promptly notify the Executive Assistant/Human Resources position so that appropriate action can be taken.

The District will promptly and appropriately investigate all claims of harassment. Complaints of discrimination or harassment will be handled with sensitivity, discretion and confidentiality to the extent allowed by the circumstances and the law. Generally, this means that the allegations of discrimination or harassment are shared with those who have a need to know so that the District can conduct an effective investigation and take appropriate action to prevent any further violation of this policy.

The complaining employee will usually be requested to provide as many details as possible, such as the date(s), location(s), name(s) of witnesses, or information about the alleged harasser(s). Persons with relevant information will be interviewed. During the investigation, steps may be taken, when appropriate, to minimize contact between the complaining employee and the alleged harasser. After the investigation is completed, the District will share its findings with the complaining employee, the alleged harasser, and if appropriate other employees directly concerned with the incident.

If the District concludes that unlawful harassment has occurred, prompt and effective remedial action will be taken. This may include discipline of the harasser and other actions to remedy the effects of the harassment and to prevent further harassment. No action will be taken against any employee who in good faith files a complaint of harassment or who assists in the investigation of such complaint by providing information. Employees who believe they have been retaliated against for having reported harassment or participated in an investigation of a harassment complaint are urged to promptly notify the Executive Assistant/Human Resources position or the General Manager so their concerns may be investigated. Appropriate corrective measures will be taken if allegations of retaliation are substantiated.

### 3.3 WHISTLEBLOWER ACT

Every District employee has the right and obligation to report to the appropriate person information concerning alleged improper governmental actions within 30 days of the event or knowledge of the event and the right to do so free from retaliatory action. District officials and employees are prohibited from taking retaliatory action against any District employee because they reported in good faith an improper governmental action in accordance with the policies and procedures.
Therefore, it is the District's policy to:

1. Encourage District employees to report improper governmental actions taken by District officers or employees; and

2. Protect District employees who have reported improper governmental actions in accordance with the District's policies and procedures.

Definitions. As used in this policy, the following terms shall be defined as indicated.

1. "Improper governmental action" means any action by local governmental officer or employee undertaken in the performance of the officers or employees' official duties, whether or not within the scope of the employee's employment, that is in violation of any law or rule, is an abuse of authority, is of substantial and specific danger to the public health or safety, or is a gross waste of public funds. "Improper governmental action" does not include personnel actions.

2. "Retaliatory action" means any adverse change in an employee's employment status, or the terms and conditions of employment including denial of adequate staff to perform duties, frequent staff changes, frequent and undesirable office changes, refusal to assign meaningful work, unwarranted and unsubstantiated letters of reprimand or unsatisfactory performance evaluations, demotion, transfer, reassignment, reduction in pay, denial of promotion, suspension, dismissal, or any other disciplinary action.

We want you to report improper governmental actions within our operation. We will protect those who report such improper actions in good faith and in accordance with the District's policies and procedures, against retaliatory actions.

If you wish to report any improper governmental action, you must submit such report in writing to the General Manager. If the General Manager is the subject of your report, you should make your report to any member of the Board of Commissioners. In addition, you may report improper governmental action to the:

Snohomish County Prosecuting Attorney:
Snohomish County Prosecuting Attorney
Snohomish County Courthouse
3000 Rockefeller Avenue, M/S 504
Everett, WA 98201
425-388-3333

Snohomish County Council:
Snohomish County Council
Snohomish County Courthouse
3000 Rockefeller Avenue, M/S 609
Everett, WA 98201
425-388-3494
Except in the case of immediate threat to persons or property, you must submit a written report of improper governmental action to the General Manager before you provide information of such action to a person who is not a public official or a person listed in this section. If you fail to do so, you will not be protected under the whistle blower law. The District will promptly investigate all reports made pursuant to this policy. The District will keep your identity confidential to the extent possible under the law, unless you authorize disclosure in writing. You may be advised of the results of the investigation. However, any personnel actions taken as a result of the investigation may be kept confidential.

If you believe that you have been the subject of retaliatory action for reporting an improper governmental action, you may obtain the following relief:

- Provide the Board of Commissioners with a written notice of the charge of retaliatory action within thirty days after the occurrence of the alleged retaliatory action specifying the alleged retaliatory action and the relief requested. The District shall respond to your charge and request for relief within thirty days.

- If you are not satisfied with the District’s response, you may request a hearing to establish that a retaliatory action occurred and to obtain relief. You must make your request within 15 days of the delivery of response, or within 15 days of the last days on which the District could respond.

- Within five days of your request for a hearing, the District shall apply to the State Office of Administrative Hearings for an adjudicative proceeding before an administrative law judge. In order for you to prevail, the evidence presented by you must outweigh the evidence presented by the District. The administrative law judge shall issue a final decision within 45 days of your request for a hearing unless such time period is extended by the administrative law judge.

- If the decision is in your favor, you may be granted relief as follows:
  1. Reinstatement with or without back pay;
  2. Injunctive relief to return you to the position you held before and to prevent recurrence of retaliatory action;
  3. Cost and reasonable attorney’s fees; and/or
  4. The imposition of a civil penalty personally upon the retaliator(s) of up to $3,000.00 payable by each person who has retaliated against you. The administrative law judge may also recommend to the District that the offending person(s) be suspended without pay or dismissed. All penalties recovered shall be paid to the local government administrative hearing account created pursuant to RCW 42.41.060.
3.4 ORIENTATION PERIOD

All new employees are subject to a six (6) month orientation period, during which employees are not entitled to the benefits of the disciplinary procedures or grievance procedures set forth in this handbook. The work of new employees is monitored closely during the trial period and a decision is made prior to the end of the trial period regarding continued employment. This period may be extended if it is determined that circumstances have not yet provided an adequate opportunity to evaluate performance. After the orientation period, we will give you a post-orientation review. An employee who satisfactorily completes his/her trial period will become a regular employee; however, employment with the District at all times remains "at-will." All employees, regardless of classification, status or length of service, are expected to meet and maintain District standards for job performance and behavior. Salary adjustment, if any, will be based on employee’s performance.

3.5 PERFORMANCE APPRAISALS

The District will attempt to evaluate employees annually. However, evaluations are not a substitute for ongoing face-to-face communication between employees and their supervisors to discuss problems that may arise.

The following is a list of some of the different areas that may be discussed during an evaluation as they relate to the employee's job performance, although the list is not exclusive:

(a) Achievement of job-related performance objectives
(b) Quality of work
(c) Quantity of work
(d) Ability to work independently
(e) Cooperation and team effort (attitude)
(f) Assumption of responsibility
(g) Attendance and punctuality
(h) Observance of District policies, procedures, and work rules
(i) Experience
(j) Training and continuing education

3.6 VACANCIES

The goal of the District in filling any job vacancy is to recruit and hire the most qualified candidates, as determined by the District. When a vacancy exists or a position is created, the District will post notice of such vacancy internally in addition to publicly advertising the position via various resources (including but not limited to the District Website, WASWD and AWC listing services, publication in local media sources and direct mailings/emails). The job postings will contain a description of the duties, the anticipated monthly rate of
pay and the starting time for the position. While incumbent District employees are encouraged to apply for any position for which they feel they are qualified, employees should understand that there is no preference given to existing employees during the hiring process and that there is no guarantee that an existing employee will be awarded any given vacant position.

If an existing employee is selected to fill a vacant position, the employee’s salary shall be reviewed, taking into account the advertised rate of pay for the position as well as the employee’s current rate of pay. An existing employee hired into a new position shall be subject to an orientation period of six months following such hire. If during this period, the employee does not satisfactorily meet the obligations of the new position, they may be allowed to return to the former position or to a comparable job for which the employee is qualified, depending upon the availability of such positions and the District's needs, as determined by the District in its sole discretion.

3.7 PERSONNEL DATA

The District maintains personnel data on all employees. In order to keep these records complete and up to date, all employees have the responsibility to promptly notify the General Manager or his/her designate of any changes, such as address, telephone number, number of dependents, marital status, insurance beneficiary, or persons to notify in case of an emergency. All notices of personnel file changes should be submitted in writing by the employee.

In response to requests for personnel information from inside or outside the District, only a verification of employment dates and job title will be provided, unless otherwise required by law, including but not limited to the Public Records Act. All such requests shall be made through the General Manager, unless otherwise required by law. Except as required by law, no additional information will be released from the personnel files of past or present employees without the approval of the General Manager and the written permission of the employee about whom the information is requested.

3.8 EMPLOYMENT OF RELATIVES

The employment of close relatives of current employees or Commissioners for full-time employment shall not be allowed.

Employment of relatives for temporary helpers or temporary employment during emergencies may be allowed only when the Board of Commissioners determines that such temporary hire will not create an actual or appearance of a conflict of interest.

Close relatives of employees and Commissioners are defined as:

(a) Blood relative of direct lineage (father, mother, brother, sister, son, daughter, uncle, aunt, niece, nephew, first cousin, etc.).

(b) Relatives by marriage (spouse, children, parents, brother, sister, aunts, uncles, nieces, nephews, etc.).
(c) Spouse or domestic partner of a Commissioner, or where one spouse or domestic partner of an employee would have authority or practical power to supervise, appoint, remove or discipline the other, or where one spouse or domestic partner of an employee would be responsible for auditing the work of the other, or where such appointment or hire would, in the District's determination, result in an actual conflict of interest or the appearance of a conflict of interest.

3.9 LAYOFFS

Should it become necessary to reduce the work force, the employee with the most recent date of hire shall be laid off first, provided in the General Manager's discretion, the remaining employees are qualified to perform the work duties of the eliminated position. The District shall provide an employee with a two (2) week advance notification prior to layoff, or in lieu of such notice two (2) weeks' severance pay.

3.10 TERMINATION OF EMPLOYMENT

A termination of employment may be either voluntary or involuntary. Voluntary termination includes resignations and layoffs due to work or staff reduction. Involuntary termination is a termination by the District, with or without cause.

All employee resignations, including retirement, should be in writing. The District requests that it be notified as soon as possible, but not less than two (2) weeks prior to, such voluntary termination by the Employee. Employees who resign or retire without proper notification will forfeit the right to receive any accrued but unused paid time off benefits upon termination of employment, as set forth more fully below, and will not be considered for re-employment; provided, the District, at its sole discretion, may waive this notice requirement in the event circumstances beyond the employee's control make it impossible to give the required notice.

Only former employees terminated voluntarily will be considered for rehire. A rehired employee will not retain former seniority and will be given a new service start date.

Upon termination of employment, regular employees will be paid their accrued but unused vacation and sick leave benefits in accordance with the terms and conditions set forth in the applicable policies; provided that, in the case of a voluntary resignation or retirement, the terminating employee provides the minimum two-week written notice required by this policy.

Employees whose employment has been terminated, whether voluntarily or involuntarily, shall be paid at the end of the next regularly scheduled payroll period for all hours worked by the employee up to the date of termination. When an employee's last day of work falls on a regularly scheduled payday, the employee shall be paid at the end of the scheduled work day.
An Employee whose employment with the District is terminated shall return to that employee's immediate supervisor all District property in the employee's possession, including but not limited to all District keys, equipment, etc. prior to leaving the District. All District property must be returned in good condition, normal wear and tear excepted.

3.11 EXIT INTERVIEWS

If you leave the District, you may be requested to participate in an exit interview with a designated representative of the District prior to your last work day. This is to document the reasons for your leaving and to solicit constructive feedback designed to improve the District as well as to afford an opportunity to discuss such issues as employee benefits, repayment of outstanding debts, or return of employer-owned property.
SECTION 4. COMPENSATION POLICIES

4.1 GENERAL COMPENSATION POLICY

The District strives to pay wages and salaries that are competitive with those in our community and industry and that recognize individual effort and contribution to the success of the District.

4.2 EMPLOYEE CLASSIFICATIONS

It is our intent that employees clearly understand their employment status and benefit eligibility. Each employee is designated as either a NON-EXEMPT or EXEMPT employee. NON-EXEMPT employees are entitled to overtime pay under the specific provisions of federal and state laws. EXEMPT employees typically work in executive, administrative or professional capacities, as defined by law, and are excluded from specific provisions of federal and state wage and hour laws.

In addition to the above categories, each employee will belong to one other employment category:

**Regular Full Time Employee:** An individual hired on an indefinite basis who normally works 40 hours per week and who is not in a temporary or orientation status. Generally, a full-time employee will be entitled to the District's full benefit package, subject to the specific terms, conditions and limitations of each benefit program.

**Regular Part Time Employee:** An individual hired on an indefinite basis who works less than 40 hours per week and is paid on an hourly basis. Generally, a part-time employee will be granted a share of some benefits, subject to the specific terms, conditions and limitations of each benefit program. Part-time employees must work the minimum number of hours required by the respective benefit programs.

**Temporary Employee:** An individual who works in a job established for a specific period of time or for the duration of a specific project. A temporary employee is not entitled to any of the District's benefit packages except for those legally mandated benefits such as workers' compensation, social security, etc.

**Contract Employee:** An individual who works in a job established for a specific project. A contract employee usually is hired from an employment placement organization and receives no District benefit package.

**Orientation Employee:** An orientation employee is hired as a potential regular employee whose performance is being evaluated to determine whether further employment in a specific position with the District is appropriate. Generally, orientation employees are eligible for the District's benefit package as described throughout this handbook, subject to the specific terms, conditions and limitations.
of each benefit program. They may accrue but are not entitled to use any paid
teach time within the first six (6) months.

4.3 HOURS OF WORK

The District’s normal work week commences Sunday at 12:00 a.m. and continues through
Saturday at 11:59 p.m. Unless otherwise stated, the District’s normal office hours are
Monday through Friday from 8:00 a.m. to 5:00 p.m.; however, depending upon the nature
of their position, employees may have a variable work schedule, as determined
appropriate by the District. Employees who work more than five (5) hours in a day shall
receive an unpaid meal period of not less than thirty (30) minutes nor more than sixty (60)
minutes which shall commence no less than three (3) nor more than five (5) hours from
the beginning of the shift. Employees are responsible for scheduling their meal periods
with their immediate supervisor.

Employees shall be allowed a paid rest period of ten (10) minutes for each four (4) hours
of working time. Rest periods shall be scheduled as near as possible to the mid-point of
the work period. No employee shall be required to work more than three hours without a
rest period. Where the nature of the work allows employees to take intermittent rest
periods equivalent to 10 minutes for each four hours worked, scheduled rest periods are
not required.

Because it is in the interest of the District to have employees maximize the benefits each
employee shall be assigned a regular work schedule which the District will endeavor not
to change without seven (7) calendar days’ written notice.

All employees are expected to be on the job at all times, unless properly excused in
advance. Due to the nature of the utility business, employees may be asked to work
longer some days, and possibly some weekends, especially in cases of emergency.

Because it is in the interest of the District to have employees maximize the benefit of
rest periods and not have to leave the District’s facilities for coffee, the District will
provide coffee, tea, etc., for employees, as a fringe benefit.

4.4 TIMESHEETS

Accurately recording time worked is the responsibility of every nonexempt employee in
the District. The timesheet is the basis for computing your compensation and District
record keeping. Employees should always maintain timesheets on a daily basis to ensure
an accurate account of all hours worked and/or benefit time used. Hours worked and/or
other benefit hours used are to be entered on the appropriate line and column. Tampering,
altering or falsifying time records or recording time on another employee’s time record
may result in disciplinary action, up to and including discharge.

Unless there is time off without pay, a full-time employee’s total regular time for each work
day should add up to 8 hours, or 40 hours per week. Hours are rounded up or down to
the nearest five minutes. Timesheets are to be completed accurately, signed, and
submitted to the immediate supervisor on a weekly basis for office workers and daily basis for field workers for review and verification.

Exempt employees are also required to maintain timesheets for the purpose of attendance and project tracking purposes but not for computing their compensation.

Employees are encouraged to go to supervisors with any questions about timesheets.

4.5 **WAGE MATRIX POLICY**

The District has implemented a general Wage Step Matrix ("Step Matrix") for establishing rates of compensation for regular employees. Administration of the Step Matrix will generally be in accordance with the following procedures; however, as with all policies, the Step Matrix is subject to deviation, change or termination in the sole discretion of the District:

- Job descriptions, job duties and placement of the job descriptions on the Wage Step Matrix (Wage Grade) shall be approved by the Board of Commissioners.

- The Wage Step Matrix is typically reviewed by the Board of Commissioners on an annual basis in connection with the District’s budgetary process. In determining adjustments to the Wage Step Matrix, if any, the Board, in its discretion, may consider the increase for inflation, as identified in the October Consumer Price Index for the Seattle-Tacoma-Bremerton All Urban Consumers Index. Changes to the Wage Step Matrix, as reflected in the current annual budget adopted by the Board, are published and effective as of January 1 of the subject calendar year.

- Generally, the General Manager will consider a newly hired or promoted employee’s experience, education and past compensation in assigning the newly hired or promoted employee within the range of Wage Steps 1-3. If the General Manager believes an employee selected for a position should be placed in Wage Step higher than Step 3, a recommendation shall be made to the Board for approval.

- The transition from one Wage Step to the next Wage Step will occur on the first pay period of each year, unless directed otherwise by the General Manager, upon receiving a satisfactory annual performance review and approval by the General Manager. Notwithstanding the foregoing, new employees who complete their Orientation Period after January 1 of the year following the date on which they were hired will be moved to the next Wage Step in the same Wage Grade effective as of the first day of the pay period following the completion of their Orientation Period, thereinafter following the Wage Step increase process described above.
• Changes in Wage Grades shall be approved by the General Manager who shall report any Wage Grade change to the Board of Commissioners before the change is made.

This policy is intended as a source of information and general statement of the District's pay procedure. It is not a contract and does not promise specific treatment in specific situations. The District, therefore, reserves the right to revise, supplement or rescind this policy from time to time as it deems appropriate.

4.6 **OVERTIME/COMPENSATORY TIME**

It may be necessary for certain employees to work longer than eight (8) hours in any one day or 40 hours in a work week due to operating requirements or other needs that cannot be met during regular working hours. All employees, except those exempt by law, are eligible for overtime pay if they work more than eight (8) hours in any one day or 40 hours in any given work week. Compensation for such overtime will be paid in wages computed at one-and-one-half (1.5) times the employee’s regular wage rate for each hour worked over eight (8) hours in any one day or 40 hours per work week. Paid time off shall not be included for purposes of calculating an employee’s overtime. All overtime must be authorized by the immediate supervisor.

Upon approval by his/her supervisor, a nonexempt employee may choose to receive compensatory time off in-lieu of overtime pay on the basis of one and one-half hours for each hour worked over eight (8) hours per day or 40 hours per work week. Nonexempt employees are allowed to accrue up to 40 hours of compensatory time. All hours over 40 will be paid on the basis of one-and-one-half (1.5) times the employee’s regular wage rate. Employees may use compensatory time within a reasonable time period after making a request to their supervisor, unless doing so would unduly disrupt District operations. Employees are allowed to carry over unused compensatory time to the following year up to 26 pay periods from the pay period during which they earned it, in accordance with the Fair Labor Standards Act (FLSA) within the U.S. Department of Labor. Accrued compensatory time shall be cashed out at the termination of employment.

Questions about overtime qualification or how to compute it should be directed to the supervisor.

Exempt employees are paid a straight salary regardless of the number of hours worked, and do not receive overtime pay for hours worked in excess of eight (8) hours in any one day or 40 hours per week, including attendance at meetings. In recognition of the additional time typically put in by them, exempt employees will receive 40 hours of Administrative Leave on January 1 of each calendar year to be used in a similar manner to Vacation Leave. However, accrued Administrative Leave may not be carried over from year to year. Any unused Administrative Leave on December 31 of each year will be automatically forfeited and lost. Accrued Admin Leave may not be cashed out upon termination of employment for any reason.

Exempt employees are expected to work the same days and work hours of the District.
However, exempt employees work hours may be flexible from time to time and will not receive a reduction in pay for absences of less than four hours in any one day, but must record and use appropriate leave, when available, for absences of 4 hours or more due to personal reasons, vacation, illness or injury. If the exempt employee does not have available leave for such absences, the employee's pay will be deducted in accordance with applicable federal and state law.

4.7 CALLBACK

All employees are subject to call back in emergencies or as needed by the District to provide necessary services to the public. A nonexempt employee who has left work and is called back to work after completion of a regular day's shift shall be paid a minimum of three (3) hours at one and one-half (1.5) times the regular straight-time hourly rate of pay; provided, however, should the employee's regular shift start less than three (3) hours from the time the employee started work on the call back, the employee shall receive one and one-half (1.5) times the regular straight-time hourly rate of pay only for such time as occurs before the employee's regular shift. The District shall pay nonexempt employees the minimum three (3) hours of "call back pay" for up to two (2) call backs per day (6 hours' maximum). All calls after the first two (6 hours) per day are paid at the overtime rate for actual hours worked.

4.8 STANDBY DUTY

All field and WWTF employees shall be subject to perform Standby Duty up to a maximum of one (1) week at a time on a rotational basis. Employees on Standby Duty shall be available to resolve customer problems and/or perform emergency maintenance. All employees subject to perform Standby Duty shall be required to live within a 45-minute travel time to the District. All employees hired before the merger date who live outside the 45-minute response time will be allowed a longer response time, if needed, based on their place of residence at the time of the merger. If the pre-merger employee's place of residence changes after the date of merger, the 45-minute response time requirement shall apply.

Employees shall be compensated one (1) hour's pay at the one and one-half (1.5) times regular straight-time hourly rate of pay for each weekday (Monday through Friday), they are required to perform Standby Duty and one and one-half (1.5) hours pay at one and one-half (1.5) times the regular straight-time hourly rate of pay for any holiday and/or for each weekend day (Saturday and/or Sunday). Telephone and other responses that do not require the employee to report to the site or to the District's office shall be considered compensated in accordance with this Section regardless of the number of calls received and shall not be subject to the minimum call back payments set forth in Section 4.7.

Should an employee actually be called out to resolve a customer problem or perform emergency maintenance, the employee shall be compensated in accordance with the call back policy set forth in Section 4.7 above.
Employees on Standby Duty are not engaged in actual work and not required to wait for work, but are free to engage in personal activities with the following stipulations; the Standby Employee shall be in a location able to receive a phone call, shall answer all calls received from the call center, when not at home be within a 45-minute drive time of the District Office, and shall not consume alcohol or drugs. Standby Duty pay is incentive pay and not compensation for on call waiting. Accordingly, Standby Duty time shall not be computed as part of those hours for which overtime compensation is paid pursuant to a call out while on Standby Duty.

4.9 PAY PROCEDURE

All employees (with the exception of contract employees, who may be contractually assigned a different pay schedule) are paid once a month. All paychecks include a statement of earnings and deductions. The District’s normal payroll period runs from the 24th day of the month through the 23rd day of the following month, with paychecks being distributed on the last working day of each month.

Unless employees have authorized other deductions, the District only makes those deductions required by law from paychecks. Employees may authorize deductions, for self-pay plans that are available such as group insurance, deferred compensation, or retirement plans.

If employees are absent for any reason on a payday, they may obtain their check upon their return. If a payroll date falls on a Saturday or Sunday, then payment will be made on the last working day of the month.
SECTION 5. EMPLOYEE BENEFITS

5.1 HEALTH CARE INSURANCE PREMIUMS

Full-time regular and orientation employees and their dependents are eligible to participate in the District's various insurance programs on the first day of the month following employment. The programs, as described within the Association of Washington Cities (AWC) Plan Document and criteria for eligibility will be made available upon hire.

The District may contribute towards the employee's health care costs. Contributions, if any, shall be approved by the Board of Commissioners and may include the following:

a. An amount to each employee toward the cost of health insurance (medical, dental, vision, life, dependent life, and long-term disability) premiums. The District shall directly pay insurance premiums to AWC. In instances where the contribution amount determined by the Board exceeds the actual cost of an employee's health insurance premiums, a percentage of the difference, as determined by the Board, shall be deposited into the employee's HRA or HSA.

b. If an employee's status changes from single to family during the then-current year, the District will increase the employee's deductible contribution accordingly. No change in contribution will occur in a status change from family to single in the then-current year but shall be made in the year following the change.

The District may allow employees who have other medical coverage available to them to "opt out" of the District's plan. Employees that request to "opt out" must sign a waiver stating they are covered under a different plan, such as a spouse's plan, Medicaid, or Medicare. Once an employee chooses to "opt out" they cannot enroll in the plan again until the next open enrollment period.

Regular part-time employees working over 100 hours per month will be eligible for prorated Health Care Benefits as provided for regular full-time employees, based on hours worked.

The District reserves the right to make changes in the carriers and provisions of these programs, as described within the Plan Document, when deemed necessary or advisable in the District's discretion, with such prior notice to affected employees. The Plan Document is controlling in regards to benefits and terms. Upon termination of employment or another "qualifying event" defined by law, the employee and/or the employee's covered spouse and dependents may be entitled to continued health care coverage at the employee's expense if the employee so chooses. When notified of a qualifying event, the District or its designated representative will send the employee and/or the employee's family specific information on when and how to elect continuation coverage, including the cost of that coverage.
5.2 **HOLIDAYS**

The following are recognized as paid holidays for all regular employees:

<table>
<thead>
<tr>
<th>Holiday</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>New Year’s Day</td>
<td>January 1</td>
</tr>
<tr>
<td>Martin Luther King Day</td>
<td>3rd Monday in January</td>
</tr>
<tr>
<td>Presidents Day</td>
<td>3rd Monday in February</td>
</tr>
<tr>
<td>Memorial Day</td>
<td>Last Monday in May</td>
</tr>
<tr>
<td>Independence Day</td>
<td>July 4</td>
</tr>
<tr>
<td>Labor Day</td>
<td>1st Monday in September</td>
</tr>
<tr>
<td>Veterans Day</td>
<td>November 11</td>
</tr>
<tr>
<td>Thanksgiving Day</td>
<td>4th Thursday in November</td>
</tr>
<tr>
<td>Day after Thanksgiving</td>
<td>Day after Thanksgiving</td>
</tr>
<tr>
<td>Christmas Eve</td>
<td>December 24</td>
</tr>
<tr>
<td>Christmas Day</td>
<td>December 25</td>
</tr>
<tr>
<td>1 Floating Day</td>
<td>Any day after January 1 (must be used by year-end)</td>
</tr>
</tbody>
</table>

Any holiday falling on Saturday will be celebrated on the preceding Friday. Any holiday falling on Sunday will be celebrated on the following Monday. The Floating Day must be scheduled with the approval of the employee’s supervisor and will be forfeited if not used by the end of the calendar year.

An employee shall have worked the work day immediately preceding and the workday immediately following the holiday in order to be eligible for receipt of holiday pay unless the employee had previously scheduled vacation time in conjunction with the holiday, or was unable to work because of illness and complied with the procedures for claiming sick leave set forth in the sick leave policy.

Paid holidays are based on an 8-hour work day. Nonexempt regular full-time employees working a 4/10 schedule (four days a week, 10 hours a day) or a 9/80 schedule (80 hours in a 9-day work period with the 10th day off) will be required to use vacation hours to complete their nine (9) or ten (10) hour day, regardless of orientation status.

Except for wastewater treatment facility workers (as further described below), nonexempt employees called in or otherwise required to work on a holiday shall be paid a minimum of three (3) hours at the overtime rate of pay, except those employees performing Standby Duty who shall be paid in accordance with the policy governing standby.

Nonexempt regular full-time employees required to work at the wastewater treatment facility on a holiday will be paid for the holiday plus one (1) times their regular rate of pay (double time) for any time worked on the holiday. Such time must be pre-authorized by the supervisor.

Each regular employee shall also be entitled to two (2) unpaid holidays per calendar year for a reason of faith or conscience or an organized activity conducted under the auspices of a religious denomination, church or religious organization. Employees may select the days on which the employee desires to take the two unpaid holidays provided that they
are taken in a manner consistent with the purpose of this leave. Holidays taken pursuant to this provision should be scheduled as soon as possible and the District reserves the right to disallow any holiday request if it would unduly disrupt operations or otherwise impose an undue hardship for the District or the employee is necessary to maintain public safety. For purposes of this policy, the term “undue hardship” shall have the same meaning established by rule by the Office of Financial Management. The unpaid holidays provided herein shall not carry over from one year to the next.

5.3 VACATIONS

Each regular full-time employee is entitled to vacation leave with pay according to the following schedules:

<table>
<thead>
<tr>
<th>Schedule A: Hired prior to March 26, 1998</th>
</tr>
</thead>
<tbody>
<tr>
<td>10th through 14th year</td>
</tr>
<tr>
<td>15th through 19th year</td>
</tr>
<tr>
<td>20+ years</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Schedule B: Hired on or after March 26, 1998</th>
</tr>
</thead>
<tbody>
<tr>
<td>Step 1 - 1st through 3rd year</td>
</tr>
<tr>
<td>Step 2 - 4th through 5th year</td>
</tr>
<tr>
<td>Step 3 - 6th through 10th year</td>
</tr>
<tr>
<td>Step 4 - 11th through 14th year</td>
</tr>
<tr>
<td>Step 5 - 15th through 19th year</td>
</tr>
<tr>
<td>Step 6 - 20+ years</td>
</tr>
</tbody>
</table>

The Board of Commissioners may authorize a new employee to begin accruing vacation at a Step higher than Step 1.

All new employees must satisfactorily complete their orientation period to be entitled to the use of vacation leave, but accumulation shall start from the beginning of their most recent date of employment. Regular part-time employees are eligible for vacation benefits on the same basis as other employees on a prorated basis based on full time equivalent. Temporary employees are not eligible for any vacation benefits. Employees do not accrue vacation benefits during a leave without pay.

Vacation time is accrued on a monthly basis in accordance with the District’s pay period beginning the 24th of each month through the 23rd of the following month and can be taken as earned, upon approval by the General Manager. An employee may accrue a maximum of thirty (30) days’ vacation on the books at any time; provided however, an employee must take at least ten (10) days of vacation each calendar year. For internal control purposes, employees whose duties include handling financial transactions shall be required to take five (5) consecutive work days off per year.

Upon written request by an employee, setting forth special circumstances, the General Manager may, in their discretion, in writing, allow an employee to temporarily accrue more
than 30 days of vacation, provided that no accrual shall exceed 45 days and no more than 30 days' accrual shall be paid at the time of termination of employment. Vacation above this maximum accrual rate will be forfeited.

The supervisor is responsible for approving employees' vacations based on the needs of the District. Vacation requests must be submitted to the employee's supervisor to allow adequate time to be reviewed.

There shall be no pay in lieu of earned vacation leave which has not been taken except in cases of termination of employment in which event the following procedures shall apply for payment of vacation time earned, but not taken.

- Employees whose employment with the District is terminated for any reason during their orientation period shall forfeit any vacation earned and shall not receive any cash out for such leave.

- Employees who have completed their orientation period, who leave the employ of the District, shall receive pay for any vacation time earned, but not taken up to their termination of employment, not to exceed 30 days. The amount to be paid for each day of vacation shall be based upon the employee's classification of work when the vacation day was earned and the rate of pay for said classification in effect when the payment is made.

- In the case of employees who voluntarily resign their employment with the District or retire, the cash out of vacation leave provided for above is expressly conditioned upon the employee providing at least two (2) weeks written notice of resignation, as set forth in this Handbook. Resigning employees who fail to provide the required notice shall forfeit their right to cash out their accrued but unused vacation leave.

5.4 SICK LEAVE

Sick leave is provided to employees for use when their own health condition, or the health condition of certain family members, requires time away from work, as follows:

Washington Paid Sick Leave

Consistent with RCW 49.46.210 and Chapter 296-128 WAC, the District offers the following sick leave benefits mandated by law.

All employees shall accrue Washington Paid Sick Leave (WPSL) benefits at an accrual rate of one (1) hour for every 40 hours worked by them. For full-time employees who normally work a 40-hour workweek, this equates to 52 hours (or 6.5 days) per calendar year; however, this number will vary, depending upon the actual number of hours worked by an employee (including overtime worked by the employee).

Employees shall begin accruing WPSL benefits as of the employee's hire date; however, employees shall only be eligible to use their WPSL sick leave benefits after ninety (90) days following their hire date. Nonexempt employees may take their WPSL benefits in
15-minute increments; exempt employees are typically not required to report absences of less than four (4) hours; according, exempt employees shall take WPSL benefits in four-hour increments. WPSL benefits shall be paid at the employee’s regular base rate of pay. Employees may carry over up to forty (40) hours of accrued WPSL from one pay period year to the next; WPSL benefits beyond this maximum carry over amount shall not be cashed out at the end of the pay period year and shall be converted to additional sick leave (ASL) benefits (ASL benefits are described below).

Employees may use their accrued WPSL benefits for any absence due to the following reasons:

- The employee's own illness, injury or health condition, to accommodate the need for medical diagnosis, care or treatment of a health condition; or preventative medical care.
- The employee's care for a family member with an illness, injury or health condition, or to care for a family member who needs medical diagnosis, care or treatment, or to care for a family member who needs preventative medical care.
- The District is closed by order of public official for any health-related reason, or where the employee’s child’s school or daycare is closed for such a reason.
- Absences covered by the District's Domestic Violence Leave Policy (see Section 5.10).

For purposes of this policy, “family member” means the employee’s child (biological, adoptive, foster, step-child or child for whom the employee stands in loco parentis, is a legal guardian for, or is a de facto parent); parent (including the same relationships as set forth for “child” above); spouse or registered domestic partner; grandparent; grandchild or sibling.

In a case in which an employee is entitled to benefits or payments under the State Industrial Insurance or similar legislation of the State of Washington, the District shall pay only the difference between the benefits and payments received under such Act by such employee and the employee’s regular rate of compensation that the employee would have received from the District if able to work. Such payment or contribution by the District shall be limited to the period of time that such employee has accumulated sick leave credits as hereinafter specified.

Employees should request to use their WPSL as far in advance as possible. This generally means that an employee should provide notice at least ten (10) days in advance of any planned or otherwise foreseeable absence (such as a planned medical appointment or procedure) and at least one (1) hour prior to the employee's shift for any unforeseeable or emergent absence (unless such notice is not practicable under the circumstances, in which case the employee should provide notice as soon as practicable).

The District may require an employee to provide proof of illness, injury or health condition from a qualified health care provider for absences of more than three (3) consecutive days, unless such verification would result in an unreasonable burden or expense to the
employee, as established pursuant to Washington State regulation. If an employee believes that the required verification will result in an unreasonable burden or expense, the employee should notify the District, preferably in writing, of this and provide an explanation that (i) the employee’s use of the sick leave is for one of the reasons listed above and (ii) how the verification requirement will result in an undue burden or expense. Upon receipt of such notice from the employee, the District will consider the employee’s explanation and proceed in accordance with the process set forth in WAC 296-128-660. Otherwise, failure to provide the required verification may result in a loss of leave benefits for that work period and/or may result in further disciplinary action.

If an employee feels that they are being discriminated or retaliated against because of their lawful use of sick leave, the employee should contact the Executive Assistant/Human Resources position. If the employee is not satisfied with the District response, the employee may contact the Washington State Department of Labor & Industries:

Online: www.lni.wa.gov/WorkplaceRights
Call: 1-866-219-7321
Visit: www.lni.wa.gov/Offices
Email: ESgeneral@lni.wa.gov

Additional Sick Leave

In addition to and separate from the WPSL benefits provided above, all regular full-time employees shall accrue additional sick leave (ASL) benefits in the amount which added to the WPSL hours accrued and unused each pay period month equals eight (8) hours for each pay period month of completed employment, up to a maximum accrual amount of 180 days (1,440 hours) of combined WPSL and ASL. For example, if three (3) hours of WPSL is accrued in a pay period month, an additional five (5) hours of ASL would be accrued. If six and one-half (6.5) hours of WPSL is accrued in a pay period month, an additional one and one-half (1.5) hours of ASL would be accrued. This maximum accrual amount of ASL may be carried over from one pay period year into the next; the combination of WPSL and ASL shall not accrue beyond the maximum accrual amount of 1,440 hours.

ASL benefits shall begin accruing as of the employee’s hire date and may be used when at least four (4) hours have been accrued. ASL benefits may be taken in the same increments as WPSL benefits.

After first exhausting their accrued WPSL benefits, employees may use their ASL benefits for the following reasons:

- The employee’s own bona fide illness or injury, including temporary disability caused by pregnancy or childbirth.
- To care for a minor child of the employee with a health condition requiring treatment or supervision.
• To care for the employee’s spouse/registered domestic partner, parent, parent-in-law, domestic partner’s parent, sibling or grandparent who has a serious health condition or an emergency health condition. For purposes of this policy, “registered domestic partner” shall have the same meaning as set forth in RCW 26.60.020.
• Absences covered by the District’s Domestic Violence Leave Policy.
• Other circumstances which may be authorized by the General Manager, in the General Manager’s discretion.

ASL benefits shall be paid at the employee’s regular base rate of pay.

Employees should request to use their ASL benefits as far in advance as possible. This generally means that an employee should provide notice at least ten (10) days in advance of any planned or otherwise foreseeable absence (such as a planned medical appointment or procedure) and at least one (1) hour prior to the employee’s shift for any unforeseeable or emergent absence (unless such notice is not practicable under the circumstances, in which case the employee should provide notice as soon as practicable).

The District may require any employee to provide proof of illness, injury or health condition from a qualified health care provider in connection with the employee’s use of ASL benefits. Failure to provide such required verification may result in loss of ASL benefits for that work period and may result in further disciplinary action. Employees who misuse their ASL benefits will be subject to disciplinary action, up to and including termination. This medical verification requirement is not subject to the process outlined above for WPSL benefits.

In a case in which an employee is entitled to benefits or payments under the State Industrial Insurance or similar legislation of the State of Washington, the District shall pay only the difference between the benefits and payments received under such Act by such employee and the employee’s regular rate of compensation that the employee would have received from the District if able to work. Such payment or contribution by the District shall be limited to the period of time that such employee has accumulated sick leave credits as hereinafter specified.

Part-time and temporary employees shall not be eligible for or entitled to ASL benefits.

Existing Accrued Sick Leave Prior to January 1, 2018

Existing accrued and unused sick leave as of the end of the December 2017 pay period shall be distributed between WPSL and ASL as follows:
• WPSL – 8 hours
• ASL – balance of accrued and unused sick leave less the 8 hours placed in the WPSL bank.

Sick Leave Cash Out
Upon an employee's termination of employment, and subject to the conditions set forth herein, both accrued WPSL and ASL benefits will be cashed out to the employee (or, in the case of the employee’s death, to the employee's estate), at the employee's regular base rate of pay, in accordance with the following schedule:

- 0 to 9 years – 0%, 0 hours
- 10 to 19 years – 36%, not to exceed 240 hours
- 20 to 24 years – 50%, not to exceed 340 hours
- 25 to 29 years – 60%, not to exceed 408 hours
- 30 years and above – 70%, not to exceed 476 hours

In the case of a voluntary resignation or retirement, the sick leave cash outs provided for in this policy are expressly conditioned upon the employee providing at least two (2) weeks' written notice of such resignation or retirement. Employees who fail to provide the notice required herein shall forfeit their right to receive any sick leave cash out.

**Sick Leave Donation/Conversion**

A District employee may, in any twelve (12) month period, donate no more than five (5) days of accrued ASL sick leave adjusted for difference in rates in pay, if any, to a District employee whose sick leave benefits have been fully exhausted; provided, that donated sick leave that is not used shall revert to the donor. Any employee to which sick leave is donated is limited to a maximum donation of sixty (60) days from all other employees in a consecutive twelve (12) month period.

**5.5 PAID FAMILY AND MEDICAL LEAVE ACT**

The Washington State Employment Security Department (ESD) administers an insurance program under the Paid Family Medical Leave Act (PFMLA), pursuant to which eligible employees will qualify for partial wage replacement and leave benefits for covered family and medical reasons. This policy provides a summary of the PFMLA program, but employees may obtain additional information at [www.paidleave.wa.gov](http://www.paidleave.wa.gov). To the extent an issue is not addressed in this policy, the District will administer this benefit program consistent with applicable statutes and regulations.

**Employee/District Premiums**

In administering the PFMLA program, the ESD assesses a premium rate for each District employee, which rate is established by law. The employee is responsible for 63% of the total premium rate, up to the Social Security cap, as defined by law (the “Employee’s Share”). The District deducts the Employee’s Share from the employee’s paycheck (up to the Social Security cap, as defined by law), in accordance with its standard payroll practices.
The District reports and remits the applicable PFMLA premiums to the ESD. Should the State in the future modify the PFML premium rate or the percentage of premiums subject to collection through payroll deduction, the Employer will modify payroll practices to reflect those statutory changes.

Eligibility

To be eligible for monetary leave benefits under the PFMLA, an employee must have worked 820 hours in Washington State (for any employer or combination of employers) during the year preceding a PFML claim. Employees are not eligible for job protection under the PFMLA because the District does not employ at least 50 employees.

Paid Family and Medical Leave (PFML) benefits, as applicable, may be granted for any of the following reasons:

Medical Leave

- The employee’s own serious health condition (defined as an illness, injury, impairment or physical or mental condition that involves inpatient care or continuing treatment by a health care provider, as those terms are defined under the federal Family & Medical Leave Act) which causes the employee to be unable to work; provided, that an employee is ineligible for PFML if also receiving workers’ compensation time loss benefits due to a workplace injury.

Family Leave

- To care for the employee’s family member with a serious health condition.

- To care for the employee’s child after birth or placement (by adoption or foster care) within 12 months of such birth/placement (in cases of adoption or foster care, the child must be under the age of 18 years).

- For a family member’s qualifying military exigency as defined under the Federal Family & Medical Leave Act, 29 U.S.C. § 2612(a)(1)(E) and 29 C.F.R. § 825.126(b)(1) – (9).

For purposes of this policy, “family member” means the employee’s: child (biological, adoptive, foster, step-child or child for whom the employee stands in loco parentis, is a legal guardian for, or is a de facto parent); parent (including the same relationships as set forth for “child” above); spouse or registered domestic partner; spouse’s or domestic partner’s parent; grandparent; or sibling. “Registered domestic partner” shall have the same meaning as set forth in RCW 26.60.020.

Application for Benefits

Applications for PFML benefits are made directly to the ESD. Employees should contact the ESD to commence the application process and/or may refer to the ESD website.
(www.paidleave.wa.gov) for further guidance. The ESD will require the employee to complete its certification form, relating to the employee's eligibility and qualification for PMFL benefits. Eligibility determinations will be made by the ESD. If approved, the employee will need to file weekly benefit claims with ESD to continue receiving benefits.

**Notice**

**Employee Notice**

An employee must provide written notice to the District of the intent to take PFML.

When the need for PFML is foreseeable (such as for planned medical procedures or the birth of a child), an employee must notify the District of the need for such leave at least 30 days in advance of such leave. If the need for PFML is not foreseeable, the employee must provide notice as soon as practicable.

The employee's notice must be in writing, must identify the family or medical nature of the leave and must contain the anticipated timing and duration of such leave. If an employee fails to provide this required notice, the ESD may deny benefits for the period of time during which the notice was insufficient.

If leave is being taken for the employee’s or family member’s planned medical treatment, the employee must make a reasonable effort to schedule the treatment so as not to unduly disrupt District operations.

If taking leave intermittently, an employee must notify the District each time PFML is taken so that the District may properly track leave use.

Employees apply directly to the ESD for PFML monetary benefits. An employee must, within five (5) business days of employee’s receipt of the same, notify the District of the ESD’s determination with respect to such application for benefits, including the amount of any awarded monetary benefits. This is to assist the District’s recordkeeping and administrative functions as well as any related paid leave calculations.

**District Notice**

A workplace poster prepared by the ESD, outlining an employee’s rights under the PFMLA, has been posted in the entrance to the employee breakroom.

Additionally, when an employee is absent for more than seven (7) consecutive days for a reason known to be covered under the PFMLA, the District will provide the employee with a notice of rights, on such form prepared by the ESD. Such notice shall be provided the later of: (i) five (5) business days after the seventh day of absence; or (ii) five (5) business days after the District receives notice that the employee is absent for a covered reason.

**Length of Leave**
Employees who qualify for PFML may take up to 12 weeks of family or medical leave, or a total of 16 weeks of combined family and medical leave, per claim year. An additional two weeks of leave may be available in the event a female employee’s leave involves incapacity due to pregnancy. The claim year begins when the employee files a claim for PFML benefits or upon the birth/placement of the employee’s child.

PFML may be taken intermittently, subject to the minimum claim requirement of eight (8) consecutive hours.

PFML is tracked during the claim year, which is the 52-week period commencing on the Sunday of the week in which the employee meets the minimum claim requirement or in which the employee first takes leave due to the birth or placement of the employee’s child (as applicable).

Waiting Period

Monetary PFML benefits, with the exception of leave taken for the birth or placement of a child, are subject to a seven-day waiting period. This means that for the first seven (7) consecutive days of a PFML claim, the employee may take PFML but shall not receive any PFML monetary benefits. The waiting period for PFML monetary benefits commences on the Sunday of the week in which an employee claims a minimum of 8 consecutive hours of PFML. While no monetary PMFL benefits are paid during the waiting period, the waiting period is credited against the duration of the employee’s PFML.

Leave Benefits

If approved by ESD, employees on PFML are entitled to monetary benefits through the state program. PFML monetary benefits are calculated based upon a percentage of the employee’s average weekly wage. The benefit is generally up to 90% of an employee’s average weekly wage, with a minimum weekly benefit of $100 (or the employee’s actual average weekly wage, if less) and a maximum weekly benefit of $1000 (adjusted annually). Employees may refer to the ESD’s website at www.esd.wa.gov for a benefits calculator, which may provide an approximate estimate of benefits. The ESD is responsible for calculating and paying the PFML monetary benefits.

District paid time off, including but not limited to sick leave, vacation leave, floating holidays and/or compensatory time, is non-supplemental to PFML. This means that if an employee uses District paid leave in connection with PFML, the employee must report such leave use to the ESD and such use will reduce the Employee’s PMFL monetary benefits.

When an employee is on leave and only receiving PFML benefits, the employee is deemed to be in unpaid status for purposes of District policies and benefit programs. Insurance coverage will be handled in the same manner as other unpaid leaves of absence, pursuant to District policy, unless otherwise required by law.

Return to Work Certification
The District may require a return-to-work certification from a health care provider before restoring the employee to work following PFML where the employee has taken leave for the employee's own serious health condition and the employee has been on leave for more than three (3) consecutive days.

Under certain circumstances (such as when it would be unduly burdensome to do so or where the circumstances surrounding District operations and/or the employee's position have changed), the District may deny job reinstatement to an employee returning from PFML.

If an employee taking PFML chooses not to return to work for any reason, the employee should notify the District as soon as possible.

Questions

Questions regarding this PFMLA policy should be directed to the Executive Assistant/Human Resources position or the General Manager.

5.6 PREGNANCY DISABILITY LEAVE

Female employees are entitled to an unpaid pregnancy disability leave of absence for the period of her actual disability due to pregnancy, childbirth or related medical conditions. Accrued but unused paid leave may be used in connection with a pregnancy disability leave. All employees seeking leave under this policy should provide written notice of the intended leave dates at least 30 days in advance of the leave or as soon as possible in the case of an emergency. The District does not provide continued health or other insurance coverage for an employee who is in an unpaid pregnancy disability leave status.

5.7 BEREAVEMENT LEAVE

Employees shall be granted three (3) days off with pay in the event of a death in the employee's "immediate family." "Immediate family" shall include the employee's spouse, mother, father, child, sibling, grandparent, or "step" or "in-law" equivalent.

With approval of the General Manager, additional days of leave may be granted and charged against the employee's accumulated sick or vacation leave or compensatory time.

All disputes regarding Bereavement Leave shall be determined by this Policy as applied and interpreted by the General Manager whose decision shall be final.

5.8 JURY AND WITNESS LEAVE

Jury Duty. Time off shall be granted for jury duty. The District will pay up to ten (10) days of pay for jury duty per employee per year. The employee shall be paid the difference between the fee received excluding payment for mileage and the amount of straight-time
earnings lost by reason of such service. In order to be eligible for such payments, the employee must furnish a written statement from the appropriate public official showing the date and time served and the amount of jury pay received. The employee shall give the head of the department prompt notice of the call for jury duty. Employees excused from jury duty for one-half (½) day or longer shall return to work immediately and work the remainder of the day.

Witness Duty. All employees summoned to testify in court are allowed time off for the period they serve as witnesses. In general, witness duty leave is unpaid unless you are a witness in a case involving the District. For exempt salaried employees, however, salary payment will continue except for full-day absences caused because the employee is a party in a lawsuit. Nonexempt employees may use compensatory time or vacation time.

5.9 MILITARY LEAVE

All employees are provided leave while performing military service in accordance with federal and state law under RCW 38.40.060. Regular employees receive paid military leave of up to twenty-one (21) working days per year (measured from October 1 through September 30) for military service. Military service includes active military duty, active training duty and Reserve or National Guard training. You are required to provide your supervisor with copies of your military orders as soon as possible after they are received.

Regular employees who are called to, or volunteer for active duty military service, will be placed on an indefinite unpaid leave of absence during the time the employee is in an active duty status with any branch of the United States Armed Forces or State Militia.

The employee may, at his or her option, use any or all of his/her accrued vacation leave in connection with a military leave of absence prior to moving to unpaid status. Any unused leave accruals remaining at the time the unpaid leave begins will be held until the employee returns to active employment with the District. The employee will not earn additional vacation or sick leave during the time of the unpaid leave, nor will the employee be entitled to health insurance benefits, except as may be provided for under COBRA. Reinstatement following active duty shall be in compliance with state and federal laws at the time of the return to work.

If any of the foregoing shall conflict with any State or Federal Law such law shall apply.

5.10 MILITARY SPOUSE LEAVE OF ABSENCE

An employee whose average work week consists of at least twenty (20) hours shall be entitled to up to fifteen (15) days per deployment of unpaid military spouse leave after the employee’s spouse has been notified of an impending call or order to active duty and before the military spouse is deployed, or when the military spouse is on leave from deployment. Employees intending to take this leave must notify the District within five (5) days after receiving official notice of a call or order to active duty or of a leave from deployment. Employees may elect to use accrued vacation leave in conjunction with this military spouse leave.
5.11 LEAVE FOR DOMESTIC VIOLENCE VICTIMS AND THEIR FAMILY MEMBERS

Employees who are victims of domestic violence, sexual assault or stalking may take reasonable unpaid leave from work to take care of legal or law enforcement needs or to get medical treatment, social services assistance or mental health counseling, or to participate in safety/relocation planning. Employees who are qualifying family members of a domestic violence victim are also eligible for leave under this policy. For purposes of this policy, the term "qualifying family member" means child, spouse, parent, parent-in-law, grandparent or person the employee is dating. Employees may elect to use accrued paid leave in connection with this leave.

Employees wishing to take leave under this policy must give as much advance notice of the need for the leave as possible. Leave requests must be supported with one or more of the following:

- A police report indicating that the employee or the employee’s qualifying family member was a victim;
- A court order providing protection to the victim;
- Documentation from a healthcare provider, advocate, clergy or attorney;
- The employee’s written statement that the employee or employee’s qualifying family member is a victim and needs assistance.

Upon return from this leave, employees will be reinstated to their same position or another position with substantially equivalent benefits and terms and conditions of employment.

5.12 UNPAID LEAVES OF ABSENCE

As outlined herein, the General Manager shall have the discretion to grant leave without pay where, as determined by the General Manager, special circumstances warrant such leave. Such leave must be pre-approved; provided, that the General Manager may waive this pre-approval requirement in cases of an emergency or sudden illness or injury. An unpaid leave of absence will only be granted when all other appropriate forms of leave have been exhausted. Employees requesting an unpaid leave of absence must submit to the General Manager a completed leave request form (as provided by the District) detailing the reason for the leave and the length of the leave requested.

In considering a leave without pay request, the General Manager will take into account the District’s staffing and operational needs. Leave without pay will not be granted in situations that the General Manager determines will unduly disadvantage or disrupt District operations or will otherwise create a hardship for the District.

The District does not provide continued health or other insurance coverage for an employee who is in an unpaid leave status.
If an employee fails to return to work the day after the leave period expires, the District will consider the employee to have voluntarily resigned.

5.13 DOMESTIC PARTNERS

The District recognizes registered domestic partnerships. A “registered domestic partnership is a relationship which has been validly registered with the State of Washington as a state registered domestic partnership and in which (1) both persons share a common residence; (2) both persons are at least 18 years of age; (3) neither person is married to someone else and neither person is in a state registered domestic partnership with another person; (4) both persons are capable of consenting to such domestic partnership; (5) the persons are not nearer to each other than second cousins (whether of whole or half-blood) and neither person is a sibling, child, grandchild, aunt, uncle, niece or nephew to the other person; and (6) at least one of the persons is 62 years of age or older, or until June 30, 2014, where both persons are members of the same sex. After June 30, 2014 same-sex domestic partnerships shall no longer be recognized unless at least one of the persons is 62 years of age or older. Until June 30, 2014, a registered domestic partnership shall also include a legal union of two persons of the same sex, other than a marriage, that was validly formed in another jurisdiction that is substantially equivalent to a domestic partnership under Washington law.

Employees who are in a state registered domestic partnership shall be entitled to the same benefits and rights provided to married employees under this Handbook. For this purpose, all references to “spouse” in this Handbook shall be interpreted to include the state registered domestic partner of an employee, unless otherwise prohibited by law or by the District’s applicable plan provider.

5.14 WORKERS’ COMPENSATION/LONG-TERM DISABILITY INSURANCE BENEFIT

All employees are covered by the State Workers’ Compensation Program. This insurance covers employees in case of on-the-job injuries or job-related illnesses. All job-related injuries or illnesses must be reported immediately to the supervisor and the General Manager, and an accident report form completed. Accident report forms can be obtained from the supervisor, at the Administration office, or at the wastewater treatment facility office. Failure to promptly make and file an accident report is a serious infraction and may lead to discipline up to and including discharge.

If the employee files a claim for Workers’ Compensation, the District will continue to pay (by use of the employee’s accrued but unused sick leave) the employee’s regular salary pending receipt of Workers’ Compensation benefits.

Coordination of Benefits: If the employee receives Workers’ Compensation benefits, he/she is required to repay to the District the amount covered by Workers’ Compensation and previously advanced by the District. The District shall require a written authorization from the employee authorizing repayment deductions from the employee’s payroll. This policy is to ensure that the employee will receive prompt and regular payment during periods of injury or disability so long as accrued sick leave is available, while ensuring
that no employee receives more than they would have received had the injury not occurred. Upon the repayment of funds advanced, the appropriate amount of sick leave shall be restored to the employee's account.

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

Regular full-time employees are provided with long-term disability coverage on the first day of the month following employment. The benefit, as described within the Plan Document, will be made available upon hire. The District contributes toward the cost of premiums as authorized by the Board. The right to make changes in the percentage of the premium paid, the provisions of the program, and the carrier is reserved by the District.

Prior notice to affected employees will be given for any such changes. Until any such changes, the Plan Document is controlling in regards to benefits and terms.

5.15 **EMPLOYEE ASSISTANCE PROGRAM**

The District has established and provides at no cost to regular employees a confidential employee assistance program through the Employee Assistance Program administered by the Association of Washington Cities Employee Benefit Trust in accordance with the terms and conditions of that program. Information regarding the program will be provided to all employees. See Appendix A for additional information.

5.16 **CONTINUING EDUCATION**

The District’s continuing education program covers payment for job-related educational programs, college level course work at a regionally accredited college, university or vocational training institution to encourage employees to pursue job-related education. The District will pay up to one hundred percent (100%) of reasonable tuition costs for regular full-time employees, subject to the following conditions and requirements:

**Employee Eligibility:**

(a) All regular, full-time employees are eligible to apply for educational assistance provided that they have been employed with the District for a period of six (6) months or more.

(b) The education must be related to the employee’s current position or to a field position which is within a reasonable line of professional progression for the employee within the District.

**Approval:**

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

(b) When necessary and only at the discretion of the General Manager and the direct supervisor, if the employee cannot take a class after work hours the District may provide time during the work day for the employee to go to class. This is limited to one class during the work day and within a reasonable distance from the work site and such other limitations as the General Manager shall determine.

Criteria:

(a) The semester/quarter of tuition is to be paid by the employee. The District will reimburse the employee upon completion of the education, provided the employee presents proof of a grade "C" or better; or verification of a passing grade, in the event the course is "pass/fail." The employee is responsible for turning in all required evidence into the General Manager.

(b) The maximum financial assistance to any one (1) employee will be $5,250.00 per calendar year in accordance with the Internal Revenue Service. The District will provide reimbursement for tuition, books, and lab fees associated with the education, but will not reimburse employees for any specific supplies, mileage or meals.

(c) Tuition payments shall be made only with funds budgeted and available for such purpose by the department. The District reserves the right to deny any request for payment of tuition at any time.

(d) If an employee is receiving tuition reimbursement from any other source, the District’s participation shall be 1) second in line and 2) limited to the balance of one hundred percent (100%) subject to the restrictions above.

(e) Employees desiring to participate in this program shall provide the General Manager a minimum thirty (30) day notice of the need for funds to allow for ample time to evaluate the request and availability of funds. It shall be the employee’s responsibility to ensure that tuition has been paid in accordance with the policies of the educational institution.

(f) Employees will be required to sign an education agreement requiring them to repay their education related expenses reimbursed by the District if employment is voluntarily separated. Repayment may not be required if you are laid off or fired. The District may offer a repayment plan for these expenses.
The General Manager shall resolve any ambiguity or dispute regarding the interpretation, application or administration of this policy, and such resolution by the General Manager shall be final.

5.17 EXPENSE REIMBURSEMENT

The District will reimburse employees for ordinary and necessary expenditures directly connected with or pertaining to business of the District.

In order to be reimbursed, employees must provide the District with appropriate documentation and/or receipts evidencing the expenditure within a reasonable time after the expense was incurred. Such documentation and/or receipts shall identify:

(a) The amount of reimbursement requested (reimbursement for mileage will be determined by rates established by the IRS);
(b) The date(s) and time(s) the expense was incurred;
(c) The place(s) where the expense was incurred;
(d) The business relationship of the expense;

Reimbursement requests that are not substantiated in accordance with the provisions of this policy will be denied. Any unsubstantiated reimbursement request or reimbursement in excess of substantiation that is paid shall be refunded to the District by the employee within a reasonable time after demand is made of the employee.

The General Manager shall have the authority to disallow any employee's request for reimbursement that in the General Manager's judgment is not an ordinary and necessary business expense.

As used in this section, the phrase "reasonable time" means no later than thirty (30) days from the date the expense is incurred or the date the employee returns to his place of employment, if later; and in the case of a demand for refund no later than thirty (30) days from the date of demand.

Reimbursement of business-related expenses which are unsubstantiated or in excess of substantiated amounts shall be considered income to the employee subject to taxes and withholding as required by law.

5.18 RETIREMENT

The District makes contributions on behalf of all eligible employees to the Social Security System in addition to those contributions made by the employee through FICA payroll deductions.

All regular full-time and eligible part-time employees are covered under the Public Employees Retirement System (PERS). Eligibility, benefit levels and contribution rates are determined by the State of Washington.
Three (3) Section 457 deferred compensation plans are provided for employee participation. Employee contributions are made on an optional basis.

SECTION 6. EMPLOYEE COMMUNICATIONS

6.1 BULLETIN BOARDS

A bulletin board is located in the kitchen hallway at the District office, and another at the wastewater treatment facility office, to communicate materials of special interest to employees and to post announcements required by law. If you wish to post a notice on the board, it must be submitted to the General Manager for approval, which approval shall be at the General Manager's sole discretion. Notices will be posted for a specific time period and then removed, you are encouraged to read all announcements regularly.

6.2 VISITORS

We welcome and encourage guests to visit our facilities and observe the District in action. Guests may include employee relatives, customers, and community groups. To ensure the safety of our visitors and to minimize work disruptions, all visits must be approved through the employee's immediate supervisor and visitors must be accompanied by an employee while on our premises.

6.3 NON-SOLICITATION

It is our objective to provide a comfortable work environment that allows employees to complete their tasks with the least amount of interruptions or disruptions.

Non-employees are not allowed to come on our premises for the purpose of any form of solicitation or literature distribution. This policy is to restrain third parties or strangers from soliciting or handing out materials for political, union, charitable, or similar activities.
Employees are prohibited from distributing any form of literature or other materials in their work area and are also prohibited from soliciting for any cause during their assigned working time.

6.4 PUBLIC RELATIONS

All employees are representatives of the District. Customers expect all employees to behave professionally. If you are confronted by a member of the public and need assistance, you should request help from someone in management. All employees are expected to be polite, pleasant, and maintain a neat appearance when dealing with or having contact with the public while on duty.

All inquiries from the news media should be referred to the General Manager or their designee. In the event of a "crisis," the General Manager may appoint a spokesperson.

6.5 ELECTRONIC MAIL POLICY

The District has hardware and software permitting the use of electronic mail (e-mail, text messages, etc.) to be used to communicate both internally and externally. As such, the use of electronic mail must be in accordance with general business practices and subject to the following policies.

- Electronic mail is the exclusive property of the District and must be used for business purposes only.
- The District reserves the right to access and review employee email messages at any time. Do not assume that your messages are private; employees have no right to or expectation of privacy when generating or receiving email through the District’s system or with District equipment. Instead, assume that others, including unintended readers will read e-mail messages, and write them accordingly. Know your audience at all times; be aware of the culture and conventions of your e-mail recipients. Communication, and especially e-mail conventions, may differ between various groups. Remember that different users have different levels of experience with technology application like e-mail; be patient and supportive with new users.
- Using the District’s system or equipment to solicit outside business ventures for personal, political or religious uses is strictly prohibited.
- Sending offensive or improper messages, including any communication which violates the District’s Non-discrimination/Non-harassment policy is strictly prohibited.
- Electronic eavesdropping by employees is also prohibited; you should not read other employees’ e-mail unless it is necessary in the course of business. Do not forward or distribute messages without permission.

As a general rule, do not commit anything to e-mail that you would not want to be of public record. Electronic mail correspondence on District systems is subject to the Public
Records Disclosure Act (Chapter 42.17 RCW) and may be subject to disclosure to the public pursuant to such Act.

6.6 GRIEVANCE PROCEDURES

You should feel free to discuss any work-related problems with your supervisor. If you would rather not approach your supervisor, or if the problem is not addressed adequately by a supervisor, then you should feel free to discuss the problem with the General Manager. You may rest assured that you will not be penalized for bringing in good faith work-related problems to the attention of your supervisor or the General Manager.

Although most misunderstandings and problems can and should be solved on an informal basis with your supervisor or the General Manager, the following more formal provisions, for use without legal counsel, are made to resolve difficult problems. The procedure for presenting a complaint is as follows:

**Step One:** Discuss the matter with your immediate supervisor. He or she will arrange a private interview with you and will give you a definite answer as soon as possible-usually not more than three working days after the interview. If after discussing all the facts with your supervisor you have not reached a satisfactory resolution, the supervisor will, usually within three (3) working days following your request, arrange a meeting with the General Manager.

**Step Two:** The General Manager will investigate the complaint or problem and give you an answer within three (3) working days following the conclusion of the General Manager's investigation. If you are not satisfied with the General Manager's determination, you may proceed to the next step of the procedure.

**Step Three:** The determination of the General Manager may be appealed to the Board of Commissioners within five (5) working days of your receipt of the General Manager's decision. The notice of appeal to the Board of Commissioners should set forth in writing the employee's complaint and the employee's position. The Board will endeavor to schedule a hearing on the matter within three (3) weeks from the time that the notice of appeal is received. The decision of the Board of Commissioners will be final.
SECTION 7. EMPLOYEE SAFETY AND HEALTH

7.1 MEDICAL/PHYSICAL EXAMINATIONS

In cases where the District feels that an employee's physical condition or health could pose a safety or business related risk, it may ask for a medical/physical examination or statement from the employee’s medical care provider that the employee can perform the essential functions of the job to which assigned, as a condition of either hiring or continued employment. The District may also require an employee to submit to an independent medical examination by a physician of the District's choosing, at the District’s expense. In such case, the General Manager shall have a right to receive the results of such examination and the employee shall execute a release form provided by the District to this effect.

7.2 NON-SMOKING POLICY

In accordance with the Washington Department of Labor & Industries rule, WAC 296-62-12000, the District has a non-smoking policy for all District facilities and vehicles, including reservoirs, lift stations, and all other District buildings and property. For the purposes of this Policy, use of electronic cigarettes (vaping) shall be considered smoking.

Smoking, if done out of doors, must be far enough away from all entrances and air intakes to building facilities and vehicles so that the smoke stays outside of the buildings and vehicles and complies with Washington law prohibiting smoking within 25 feet of such entrances and air takes.

7.3 SAFETY PROGRAM

The District’s safety guidelines, rules and requirements are set forth in the District Safety Manual, which is available for review and download on the District server. Employees are expected to have read and to understand the District’s Safety Manual. Please see the General Manager or the designated Safety Officer with any questions.

7.4 ACCIDENTS

An accident involving property damage or personal injury, however minor, must be reported to the immediate supervisor and the Executive Assistant/Human Resources position immediately, and the appropriate accident report must be completed (see reporting requirements in separate comprehensive Safety Manual). The Executive Assistant/Human Resources position should be promptly notified in order to make a timely report to the Department of Labor & Industries. Failure to report accidents can result in a violation of legal requirements, and can lead to difficulties in processing insurance and benefit claims and may result in disciplinary action.

In the case of a traffic accident, the employee involved must complete the District accident report and a Washington State accident report, as soon as reasonably possible following the accident. All District employees should become familiar with the form and use it
accordingly. Contact your immediate supervisor as soon as possible after an accident has occurred.

If an employee is injured on the job, he/she may be entitled to benefits under the State Workers’ Compensation Law. Contact the Executive Assistant/Human Resources position with questions about benefits available under the Workers’ Compensation Laws or if you need assistance with your claim.

The District will require drug and alcohol tests of employees involved in accidents involving significant property damage, or injury requiring off-site medical treatment, as set forth more fully in the District’s drug and alcohol policy.

### 7.5 YOUR RIGHT TO KNOW

As part of the District’s commitment to safety and employee well-being, a program has been designed to fully inform all employees about any hazardous chemicals present in work areas. All hazardous chemicals used in the District work areas are labeled or marked with identifying names and appropriate hazard warnings.

When first assigned to work with or around any hazardous chemical, all employees will be shown safe and proper procedures for using the chemical and for protection from unnecessary exposure. Employees will also be trained on how to detect chemical leaks or spills, the specific exposure hazards, and procedures for dealing with chemical emergencies. Similar training will be provided whenever a new chemical hazard is introduced in the work area, and whenever a newly discovered hazard is presented by an existing chemical.

A list of hazardous chemicals present at the District is available on the District server under Material Safety Data Sheets (MSDS). The MSDS sheets explain the hazards of exposure, the symptoms of effects, proper conditions for use and exposure, emergency procedures and treatment, and appropriate clean-up methods for spills and leaks.

The MSDS will be reviewed with new employees and signed during orientation. The Safety Officer or your immediate Supervisor is available for any questions or to provide more information.

The District is proud of the safety record that has been established and believes that this program is an essential component of a strong "safe workplace" program.

### 7.8 VIOLENCE IN THE WORKPLACE

The District is committed to serving a wide range of citizens within its jurisdictional boundaries. In providing services to the District’s many customers, District employees may on occasion be placed in situations in which they are confronted with hostile, violent or threatening behavior. The District values its employees and customers and,
with this policy, affirms its commitment to providing a workplace and facility that is free from violence.

The District may, on occasion and in its discretion, provide crime prevention information to employees and address security issues involving the workplace and District facilities. Employees in many departments deal with customers and other members of the public who are distressed and who may make threats or commit act of violence. It is also possible that a violent act or threat may be made by an employee's family member or acquaintance towards a District employee. It is also possible that a threat or act of violence may be made by employee of the District.

Importantly, the District will not tolerate violent acts or threats of any kind, whether by customers, family members, other members of the public, or District employees. If you are the recipient of or a witness to any act or threat of violence, you must notify the General Manager or any supervisor, regardless of the perceived "seriousness" of the act or threat. The reporting of an act or threat of violence is not discretionary; employees failing to report a known incident of violence and thereby violating this policy shall be subject to discipline, up to and including termination.

Upon receiving a report of a violent act or threat that affects the workplace or a District employee, the District shall investigate the incident and undertake all measures it deems appropriate to respond to the incident and to protect potentially affected employees. Some situations may require the intervention of local law enforcement agencies. In other situations, the District may deem it appropriate to provide support and guidance to employees so that threats or acts of violence can be recognized and prudently addressed. The District shall promptly respond to all reported incidents of violence by undertaking those measures that it deems appropriate, in the District's sole discretion.

The General Manager is charged with the administration of workplace violence prevention measures and responses. Department Heads are responsible for ensuring that this policy is implemented in their respective departments and that the uniqueness of their departments is addressed through procedures and training. Each manager and supervisor makes safety his or her highest concern.

Employees should learn to recognize and respond to behaviors by potential perpetrators that may indicate a risk of violence. Employees shall also place safety as the highest concern. The District, in its discretion, may from time to time train its employees on workplace safety issues, in an effort to reduce workplace violence.
SECTION 8. EMPLOYEE CONDUCT AND STANDARDS

8.1 SECONDARY EMPLOYMENT

The District expects this to be the primary job for all employees. Employees shall not have any other job which interferes with their duties as District employees.

8.2 CONFLICT OF INTEREST

This policy is enacted to establish guidelines for ethical standards of conduct which shall govern the performance of District employees in the conduct of District business, and to prevent potential conflicts of interest.

Definition

"Interest" means direct or indirect monetary or material benefit accruing to a District employee as a result of a contract or transaction which is or may be the subject of an official act or action by or with the District, except for such contracts or transactions which confer similar benefits to all other persons and/or property similarly situated. For the purpose of this section, an employee shall have an interest in the affairs of:

(a) Any person of the employee's family or any person with whom the employee has a close or ongoing business or social relationship;
(b) Any business entity in which the District employee has an ownership interest and/or is an officer, director or employee.

Policy

No District employee shall engage in any act that is in conflict with, or creates an appearance of conflict with, the performance of their employment responsibilities. Any employee is deemed to have a conflict of interest if the employee:

(a) Uses his or her position with the District for personal or family benefit gain or profit, or uses his or her position to secure special interests, privileges or exceptions for himself, herself, or for the benefit, gain, or profits of any other persons;
(b) Employs or uses any person, money, or property under the employee's official control or direction, or in his or her official custody, for the personal or family benefit, gain, or profit of the employee or another;
(c) Receives any benefit from, or any interest in, any transaction or contract involving the District and relating to any service or property, when such benefit or interest is not generally available to other members of the public;
(d) Engages in, accepts private employment from or renders services for private interest when such employment or service is incompatible with the proper discharge of their employment responsibilities or would tend to impair independence of judgment or action in the performance of their employment responsibilities;
(e) Discloses or uses, without legal authorization confidential information concerning the property or affairs of the District to advance a private interest with respect to any contract or transaction which is or may be the subject of official action of the District;

(f) Uses their position with the District to make recommendations to the public regarding private contractors where they have a financial interest in the firm or company;

(g) Solicits, accepts or seeks anything of economic value of $25.00 or more as a gift, gratuity or favor from any person, firm or corporation involved in a contract or transaction which is or may be the subject of official action of the District. For purposes of this policy, gifts of a nominal value of less than $25.00 shall not be presumed to create a conflict or appearance of a conflict, provided that such gifts are accepted on only an infrequent basis.

The following are considered appropriate actions by District personnel that do not create an actual or appearance of a conflict of interest:

(a) Attendance of an employee at a meal when it is provided in connection with a meeting directly related to the conduct of District business or where official attendance by the employee as a staff representative;

(b) An award publicly presented in recognition of public service;

(c) Any gift which would have been offered or given to the employee if he or she were not a District employee;

(d) Advertising novelties not exceeding $25.00 in value which are widely distributed to others under essentially the same business relationship with the donor;

(e) Company product models and pictures made generally available under customer and public relations programs.

8.3 ATTENDANCE AND PUNCTUALITY

The District needs the combined efforts of all employees to ensure uninterrupted and efficient operations. Absenteeism and lateness place a burden on other employees and the District. Reliable attendance and punctuality are critical to the effective and efficient performance of District functions.

When employees will be absent or late, the immediate supervisor should be contacted before the start of their scheduled shift, if possible. If unable to call personally, employees should have a representative call on their behalf. Excessive tardiness or absence will be cause for disciplinary action and/or discharge.
8.4 **UNUSUAL WEATHER CONDITIONS**

All employees should be prepared with suitable transportation during hazardous weather conditions. During bad weather, utility service is usually required, due to service interruptions.

If due to unusual weather conditions the employee is unable to report for work the immediate supervisor is to be contacted as soon as possible. If your absence is excused, available vacation or compensatory time may be used; otherwise, it will be reported as leave without pay. Timesheets should reflect actual time away from the job and specific types of leave used.

When emergency conditions endanger all employees' wellbeing, these extreme circumstances may require the closing of the work facility. If the General Manager declares the office officially closed, all employees who were scheduled to work will be paid for all days officially closed.

8.5 **USE OF DISTRICT TELEPHONES**

Telephones are intended for District use. Employees may use them for emergency calls or urgent personal business calls, but are asked to keep such calls to a minimum. Employees should practice discretion in using District telephones. See Electronic Mail Policy Section 6.5. Any charges not covered by the Districts current plans are the sole responsibility of the employee.

Electronic devices issued by the District are intended for District use. Employees may use them for emergency calls or incidental and occasional personal business calls, but are asked to keep such calls to a minimum. Any charges not covered by the Districts current plans are the sole responsibility of the employee.

8.6 **USE OF DISTRICT VEHICLES**

The General Manager, in his/her discretion, may designate employees who may take a District vehicle home between work shifts for the purposes of standby duty, emergency call-backs, and/or for attending approved or required meetings and classes. Normal commute time in a District vehicle to and from the District's facilities and an employee's home is not compensable, however, travel time during a call out while on standby duty, to respond to an emergency call is compensable time. Any time maintaining or servicing a District vehicle is compensable time.

**TRAVEL TIME:** Travel time from home to a job, meeting, or class site other than at the District facilities is compensable only for the travel time in excess of the employee's normal commute. If the employee is a passenger, outside of normal working hours, on an airplane, train, boat, bus, or automobile, etc., and does not perform any work during that time, then travel time is non-compensable. If the employee chooses to drive, as opposed to accepting a ride as a passenger, no matter what the conveyance, then the time is still non-compensable.
Employees designated by the General Manager to be on standby duty or for emergencies and/or attending meetings may, at the discretion of the General Manager, take a District vehicle home.

District vehicles may be used for travel to and from classes, meetings, etc., as they relate to an employee's job during the business day or if out of town, on business.

District vehicles may not be used for personal business, other than normal commuting purposes, and unless for emergency situations or the best interest of customers.

Transporting non-District employees in District vehicles shall be allowed only when such person(s) are accompanying an employee to a business meeting or official function.

The District encourages carpooling when two or more employees are attending the same meeting class.

All vehicles shall be operated in accordance with State law. All employees who operate a District vehicle are required to have a valid Washington state driver's license and shall at all times during his or her employment maintain such driver's license in good standing with the Washington State Department of Licensing.

Employees are strictly prohibited from driving distracted under Washington State Law, whether in a District vehicle or while on District business. Distractions include, but are not limited to, taking or making cell phone calls, reviewing or typing text messaging, using Blackberries and/or any other form of electronic devices, or engaging in any other conduct (such as reading, applying makeup, eating) which has the potential to keep a driver from focusing on the road. Employees are expected to pull over to a safe location prior to making or receiving any electronic communications or transmissions or otherwise engaging in any activities which may constitute a distraction.

If any employee should incur an infraction which results in the suspension or revocation of his or her driver's license, the employee shall be prohibited from driving any District vehicle and may not use his or her own vehicle for District business until his or her license has been reinstated. An employee's loss of his or her driver's license may be subject to disciplinary action, up to and including discharge. Violations and fines incurred by an employee while operating a District vehicle will be the responsibility of the employee.

8.7 USE OF PERSONAL VEHICLES ON DISTRICT BUSINESS

Use of personal vehicles should be avoided when employees are doing business for the District. The District or its insurance carrier will not be responsible for loss or damage to properties. However, where it is in the best interest of the employee or District that employees use his/her personal vehicle, mileage should be recorded and included on weekly timesheets or a travel reimbursement form. Mileage will be paid at the rate allowable as designated by District Resolutions. If a personal vehicle is used for a combination business and pleasure trip, only the business portion of the trip shall be reported for reimbursement.
8.8 USE OF DISTRICT FACILITIES/EQUIPMENT

All District equipment is intended for official use only.

8.9 ELECTRONIC USAGE

The District respects the individual privacy of all employees; however, all employees should understand and be aware that they have no right to or expectation of privacy with respect to the employee’s use of District provided equipment, supplies and programs, including but not limited to computer, voice mail, email, text mail, pagers, cell phones and the Internet. All information stored on and/or transmitted by District provided equipment, supplies and programs remain at all times the exclusive property of the District, and the District may monitor and review such information at any time, in the District’s sole discretion.

The District’s computer, voicemail, e-mail, text mail, pager, cell phone, Internet and any other electronic systems are the exclusive property of the District and are to be used for the District’s business purposes; however, the occasional personal use of such equipment will be permitted, provided that such use is limited to an employee’s non-work time and does not interfere with the District’s operations or the employee’s job performance. Unacceptable and/or inappropriate non-work related activities, including the downloading, viewing or sending of insulting, disruptive, offensive, derogatory, profane or discriminatory messages or materials are strictly prohibited. Examples of forbidden transmissions include, but are not limited to: sexually explicit messages, cartoons or jokes; sexual propositions or love letters; ethnic or racial slurs; or any other message that can be construed to be harmful to morale, harassment or disparagement of others based on their sex, race, age, national origin, religion, creed, sexual orientation, marital status, disability or any other class protected by law.

All system passwords and encryption keys must be available to the District. Employees are prohibited from the unauthorized use of passwords and encryption keys of other employees to gain access to other employee’s email messages. Remember that creating a password or hitting the “delete” key does not always mean that messages or material cannot be retrieved. The District regularly backs up its email system.

The District licenses the use of computer software from a variety of outside sources. The District does not own this software or its related documentation, and it does not have the right to reproduce, use or otherwise copy that software without the permission of the software provider. Unauthorized copying or use of software or documentation on any medium is strictly prohibited. Anyone aware of any misuse of District software or related documentation must notify his or her manager. Software may only be installed on a computer by the District. No software may be installed on any District computer, including screen savers, without proper authorization. The District may, from time to time, conduct system audits to ensure compliance with this policy.

Employees are expressly warned that they must respect copyright, trademark, trade secret, patent, license, policy and other proprietary rights and restrictions relating to the
use, access or download of software or information. No one may download any software or information unless the following criteria have been met: (1) the information or software to be downloaded is directly related to work; (2) the District authorized the download; and (3) the District determines that the appropriate license fees have been paid.

Employees must also be careful when using electronic communication and/or software or hardware systems outside the office to maintain the confidentiality and integrity of any District information. Electronic communications should only be transmitted using equipment that has been installed with the District's spyware and security programs. Additionally, employees should at all times be mindful of their audiences in transmitting confidential communications, and should do so only when they are certain that unauthorized individuals (such as seat mates on airplanes, family members, or other people in direct proximity to the employee) will not be privy to such communications.

Employees who violate this policy shall be subject to disciplinary action, up to and including termination.

8.10 UNIFORM AND PROTECTIVE CLOTHING/PERSONAL APPEARANCE

The District requires that all staff are identifiable to the public and present a professional image at all times. Our safety policy also requires the use of certain protective footwear and articles of clothing. To protect the health of other employees and our families, clothes worn in hazardous locations must be handled specially.

The District complies with Occupational Safety and Health Act (OSHA) and Washington Industrial Safety and Health Act (WISHA) laws and regulations concerning workplace health and safety. Employees must also comply with all safety requirements. All employees in contact with the public shall present a professional image utilizing approved clothing with the District name and logo. Clothes shall be clean and free of holes, tears, and spots showing excessive wear.

The District shall furnish the following clothing and safety equipment (up to that amount identified in current budget):

- Pants
- Rubber Gloves
- Shirts
- Leather Gloves
- Hard Hats
- Safety Sunglasses
- Goggles
- Flagging Vests or Safety Jackets
- Rubber Hip Boots
- Hearing Protectors
- Rain Gear
- Reimbursement for Safety Footwear approved by management
- Safety Glasses
- Waterproofing cream or spray
- Boot Laces

The District shall determine the need for replacement of worn articles. Articles found to have excessive wear or determined to be unusable shall be turned into the District for replacement. Articles lost or stolen shall be the responsibility of the employee to replace.
All employees shall be required to maintain their own pair of safety footwear, subject to the above-referenced District allowance.

The District does not reimburse or pay for the purchase of other items which may or may not be related to work, such as underwear, socks, belts, suspenders, t-shirts (other than those work shirts authorized by the District), shoe polish (except for waterproofing cream or spray).

The District reserves the right to select vendors for the purchase of authorized clothing items. Unless otherwise provided for, employees will be required to utilize District selected vendors for the purchase of authorized work related clothing. These items must be approved by his/her supervisor prior to purchase. The style and type of clothing items (i.e., shirts, t-shirts and sweatshirts) shall be uniform in style and appearance with the District name/logo as established by the General Manager.

District issued clothing may not be worn as ordinary clothing and is for work purpose only.

The General Manager has the authority to make any changes deemed necessary to effectively administer this policy.

8.11 GENERAL WORK RULES

Our success in providing excellent service to our customers and maintaining good relationships with the community depends on all employees. People working together must abide by certain rules of conduct to maintain a good working relationship. The District has adopted rules governing employee behavior, some of which are referred to elsewhere in this handbook. Conduct that is dishonest, immoral, illegal, or disruptive to the operation of the District will not be tolerated. We have provided for your guidance certain conduct which, if engaged in, would be detrimental to our objective and could lead to disciplinary action up to and including discharge. The conduct specified in this policy is illustrative only and is not intended to be comprehensive or to list each possible violation or conduct which may result in disciplinary action.

1. Misrepresentation or withholding of pertinent facts in securing and maintaining employment.
2. Theft, unauthorized use, abuse, misuse, or destruction of District or fellow workers’ property.
3. Being in possession of weapons or explosives on District premises or in District vehicles.
4. Failure to report defective work, or attempting to cover up defective work.
5. Failure to properly secure District facilities or property.
6. Possession, use, sale, or being under the influence of alcohol or controlled substances while on District business (including standby duty), in violation of the District’s Drug and Alcohol Policy.
7. Intentional falsification of records/paperwork required in the transaction of District business.

8. Inability, inefficiency, negligence, or insubordination, including a refusal or failure to perform assigned work except when unsafe conditions exist.

9. Failure to observe safety practices, rules, regulations, and instructions. Negligence that results in injury to others. Failure to wear required safety clothing and equipment.

10. Failure to promptly report to the immediate supervisor an on-the-job injury or accident involving an employee, equipment, property, or visitor.

11. Unauthorized absence from work for a period of three consecutive days, which will be considered as an "abandonment of a position" or a "voluntary resignation not in good standing".

12. Threats or acts of violence, intimidation or harassment.

13. Violation of the District's Anti-Discrimination/Anti-Harassment policies.

This information regarding unacceptable practice/behavior may help in providing guidance for employee actions; however, nothing in this policy alters the "at-will" relationship between the District and its employees or otherwise compromises the District's discretion to implement disciplinary action as it deems appropriate under the particular circumstances. Employees are urged to use reasonable judgment and to seek manager advice in doubtful or unclear situations.

**8.12 DISCIPLINARY PROCEDURE**

Whenever an employee's performance, attitude, work habits or personal conduct falls below satisfactory levels, or if the detrimental activities listed under District Work Rules, or if any prohibited conduct described in this handbook is engaged in, the following procedures may be followed in taking corrective action. It should be understood that the procedures listed below are only general guidelines, and the District retains its discretion to tailor discipline to the particular set of circumstances including the employee's previous work record and the seriousness of the problem. For serious offenses or an employee having repeated performance problems, the supervisor may recommend that the District immediately proceed to Step 4.

**Step 1:** The employee's immediate supervisor must counsel the employee concerning the problem within a timely manner, and discuss possible solutions including a timeframe for progress. Written documentation of an oral counseling will be made and placed in the employee's personnel file.

**Step 2:** If the problem continues after oral counseling, the supervisor may initiate a written reprimand to the employee, a copy of which is placed in the employee's personnel file, and a copy is submitted to the General Manager.
Step 3: If the employee does not show improvement, the supervisor may discuss the matter with the General Manager, with a recommendation for suspension, demotion, or termination.

Step 4: The General Manager may meet with the employee to discuss the findings and the disciplinary action to be taken. The employee may be provided with a written statement of the findings, conclusions and nature of the disciplinary action and the effective date(s). A copy of this statement will be placed in the employee's personnel file. The actions available to the General Manager include: no action; suspension with pay; suspension without pay; demotion; and discharge.
SECTION 9. DRUG AND ALCOHOL POLICY

9.1 DRUGS AND ALCOHOL

The District is committed to protecting the safety, health and well-being of its employees and all people who come into contact with the District and the services it provides. Drug and alcohol abuse poses a direct and significant threat to this goal, and to the goal of providing a productive and efficient work environment in which all employees have an opportunity to reach their full potential. Accordingly, the District is committed to assuring a drug-free work environment for all its employees.

The District therefore strictly prohibits the use, purchase, possession, sale, conveyance, distribution or manufacture of illegal (whether under federal and/or state law) drugs, intoxicants, controlled substances and/or drug paraphernalia associated with illegal drug use while on the job, while on District property, while operating District vehicles or while otherwise representing the District. The District further prohibits employees from using or being under the influence of alcohol (defined as having an alcohol concentration level of 0.02 or greater) or controlled substances (any detectable trace in the body system) while on duty. This policy applies to all District employees. Employees are further prohibited from using or being under the influence of alcohol, illegal drugs or other controlled substances while on call.

Prescription medications or nonprescription medications are not prohibited when taken in accordance with a lawful prescription or consistent with standard dosage recommendations. Prescription medication means a drug or medication lawfully prescribed under both federal and state law by a physician or other health care provider licensed to prescribe medication for an individual and taken in accordance with the prescription. This definition specifically excludes, without limitation, medical marijuana, which remains a controlled substance prohibited by federal law. Employees who are taking a prescription or over-the-counter medication that may impair their ability to perform their duties safely and effectively must notify their supervisor and should provide written notice from their physician or health care provider with respect to the effects of such medication.

All District employees shall be subject to pre-employment, reasonable suspicion, post-accident, return to duty and follow-up drug testing, as follows:

Pre-employment testing. Individuals who are offered a “safety-sensitive” (as determined by the District) employment position with the District may be required to submit to a post-offer, pre-employment drug and alcohol test as a condition to employment with the District. Failing such testing shall result in a revocation of the job offer.

Reasonable suspicion testing. Where the District has reason to suspect that an employee has violated or is presently violating this policy or is otherwise under the influence of drugs or alcohol, such employee shall be required to submit to a drug or alcohol test. A referral for testing will be made on specific and objective facts and reasonable inferences drawn from these facts by supervisory personnel. Among other things, such facts and inferences
may be based upon (1) an employee showing signs of impairment, such as (but not limited to) difficulty in maintaining balance, slurred speech, inability to visually focus or otherwise appearing unable to perform assigned work in a safe and satisfactory manner; (2) abnormal conduct or appearance or erratic behavior while at work or a significant deterioration of work performance; (3) a report of alcohol or other drug use provided by a reliable and credible source; and/or (4) an arrest or conviction for a drug or alcohol related offense, or the identification of an employee as the focus of a criminal investigation into the unauthorized drug possession, use, or trafficking.

**Post-accident testing.** Following an accident involving a District vehicle, the employee operating the vehicle will be required to submit to an alcohol and drug test if: (1) the employee receives a citation under state or local law for a moving traffic violation, (2) property damage estimated to be in excess of $1,000 is caused, (3) the accident causes injury to an employee and/or any other individual which injury requires immediate medical treatment away from the scene of the accident, or (4) a fatality occurs as a result of the accident. Testing should occur as soon as possible, and not more than eight hours after the accident for alcohol testing and 32 hours after the accident for drug testing. An employee required to take a post-accident alcohol test may not use alcohol for eight hours following the accident, or until a post-accident alcohol test is given, whichever comes first. An employee required to take a post-accident drug test may not use prohibited controlled substances for 32 hours following the accident, or until a post-accident drug test is given, whichever occurs first.

**Return to duty testing.** Employees who have violated this policy, including those who have tested positive on a drug or alcohol test, and who under the District’s disciplinary policy are allowed to return to work, must test negative prior to being released for duty.

**Follow-up testing.** An employee who is referred for assistance that is related to alcohol abuse and/or use of drugs is subject to unannounced follow-up testing for a period not to exceed 24 months as directed by a substance abuse professional and the District. The number and frequency of follow-up testing will be determined by the substance abuse professional and the District, but will not be less than six tests in the first 12 months following the employee’s return to duty.

Employees who are directed to submit to a drug and/or alcohol test must promptly report to the testing agency—under most circumstances, this will mean that the employee must report for testing no later than one hour after having received notice of the testing. In reporting for testing, the employee must report to the nearest testing facility and may not make any detours or stops en route to the testing facility. The District retains a qualified third party administrator as its service agent to provide and coordinate the drug and alcohol testing services referenced in this policy. Employees are expected to cooperate with the administrator and to comply with the directives issued by the administrator in administering and coordinating the tests required pursuant to this policy.

Employees who test positive for drugs may request a second test of the remaining portion of the split sample within 72 hours of notification of a positive test result by the medical review officer responsible for receiving and interpreting the drug test.
A refusal to take a drug and/or alcohol test as required by the District, an undue delay in reporting for testing as instructed by the District, and/or utilizing any means designed to "cheat" the test, adulterate or substitute the sample or otherwise render a false negative report shall be deemed the equivalent of a positive result and an employee engaging or assisting in such measures shall be subject to disciplinary action, up to and including termination.

Employees violating this policy will be subject to disciplinary action, up to and including discharge. At a minimum, employees who test positive for alcohol or drugs shall be immediately removed from safety-sensitive functions and may be suspended without pay, pending further evaluation and recommendation from a substance abuse professional (SAP).

Employees who are found to have violated this policy but who are allowed to return to work under the District’s disciplinary process shall be required to first submit to an Employee Assistance Program ("EAP") evaluation and shall receive a one-time opportunity to enter a treatment program, if so recommended by an SAP. Upon return to work, the employee will be required to accept and comply with the terms of a "last chance agreement" and will be subject to the follow-up testing requirements set forth above.

The District considers drug addiction and alcoholism to be treatable diseases. Employees are encouraged to seek treatment voluntarily and to utilize the District-provided EAP before an alcohol or drug abuse problem affects their job performance or employment status and before they are asked to submit to a drug and alcohol test. All alcohol or drug inpatient and outpatient treatment programs paid through the District’s health care plan should be accessed through the EAP. The District will accommodate employees who voluntarily seek treatment for a drug or alcohol addiction before they are requested to submit to a drug and alcohol test and/or are otherwise the subject of an investigation and/or disciplinary action for a potential violation of this or any other policy or other performance issue(s). Assistance will be provided on a confidential basis. Employees are encouraged to "self-report," and their job status with the District will not be jeopardized as a result of such report; provided, that the report is made prior to the District requesting a drug and alcohol test from the employee or otherwise initiating an investigation and/or disciplinary action into suspected policy violations or related performance issues. Any employee who self-reports under these guidelines will be given a sufficient opportunity to seek evaluation, education and/or treatment to establish control over the employee's substance abuse problem. However, self-reporting employees will not be permitted to perform safety-sensitive functions until the District is satisfied that the employee has been evaluated and has successfully completed education or treatment requirements recommended by an SAP or other drug and alcohol abuse evaluation expert. Prior to allowing an employee to return to safety-sensitive functions, the District shall require a return-to-duty test.

*Marijuana Remains a “Schedule 1” Controlled Substance*

*The passage of Initiative 502, which amends Washington state law effective December 6, 2012, to decriminalize the possession and private use of a limited*
amount of marijuana by adults over the age of 21, shall have no effect or impact upon this policy. As a local governmental agency, the District is sometimes party to federal contracts and/or the recipient of federal funds. Pursuant to the Controlled Substances Act of 1970, 21 U.S.C. § 801 et seq. marijuana remains a “Schedule I” controlled substance, (determined as having (i) a high potential for abuse; (ii) no currently accepted medical use in treatment in the United States; and (iii) a lack of accepted safety for use under medical supervision) and its possession and/or use is illegal under federal law. Federal contracts and grants often include a requirement that the District comply with all federal laws.

Employees should therefore recognize and understand that the “legalization” of marijuana under state law (for both medical and recreational purposes) will not excuse or otherwise constitute a “defense” to a positive drug test administered by the District in accordance with this policy. Any positive test for marijuana shall constitute a violation of this policy and shall be grounds for disciplinary action, up to and including termination. In particular, those employees holding CDL’s or otherwise occupying a safety-sensitive position with the District will continue to be subject to the USDOT Drug and Alcohol Testing Regulations (described below), which strictly prohibits the use of marijuana.

9.2 Employees with Commercial Driver’s Licenses

In addition to the policy set forth above, those employees who are required to have and maintain a commercial driver’s license (CDL) in order to perform their duties are further subject to the drug and alcohol testing requirements and regulations established by the United States Department of Transportation (USDOT) and its designated agencies. District employees holding a CDL or otherwise occupying safety-sensitive positions will be subject to the USDOT Drug and Alcohol Testing Regulations, 49 CFR Part 40. To the extent the USDOT policy conflicts with the general policy set forth above, the USDOT policy shall govern employees holding a CDL or otherwise occupying a safety-sensitive position.

Additionally, the District is registered with the Federal Motor Carrier Safety Administration (FMCSA) Clearinghouse and shall comply with the Controlled Substances and Alcohol Use and Testing regulations set forth in 49 CFR Part 382. As part of these requirements, the District shall automatically report to the Clearinghouse, any of the following events or occurrences:

- A verified positive, adulterated or substituted drug test result.
- An alcohol confirmation test with a concentration of 0.04 or higher
- An employee’s refusal to submit to a drug or alcohol test
- The District’s actual knowledge (as defined by 49 CFR § 382.107) of an employee’s:
  - An employee’s pre-duty, on-duty or post-accident use of alcohol as prohibited by 49 CFR §§ 382.207, .205 and .209.
An employee’s controlled substance use as prohibited by 49 CRFR § 382.213.

- Verification from a SAP that an employee has successfully completed the return-to-duty process
- The employee’s negative return-to-duty test; and
- The District’s report of completion of any required follow-up testing.

9.3 Commercial Driver’s Licenses

Those employees who are required to operate commercial vehicles, and therefore are required to hold a commercial driver’s license (CDL), are subject to additional policies, restrictions and requirements regarding their employment.

A person to be hired into a position that requires a CDL will be required to submit to a post-offer, pre-employment drug and alcohol test. Initial employment is conditioned upon that person satisfactorily passing such test.

Additionally, if a person to be hired into a position that requires a CDL has during the previous two years operated commercial vehicles for any other employer(s), that person must authorize a request of all former employers within the past two years to release information regarding positive alcohol or drug tests and refusals to be tested. This information must be obtained before the person is employed by the District. However, if the information has not arrived by the anticipated hire date, and if the person has passed the pre-employment drug and alcohol test (as applicable), the person may be hired and the requested information must be obtained from the previous employer(s) within 14 calendar days of the date of hire. If the information is not received within the 14 calendar days, the person shall not be permitted to drive commercial vehicles until the information has arrived. If the information does not timely arrive, or if the information obtained from a previous employer(s) indicates either a positive test or a refusal to be tested, or if the employee obstructs or interferes with the release of the information, the employee shall not be permitted to drive commercial vehicles and may be terminated.

CDL holders are also subject to random drug and alcohol testing, in accordance with USDOT guidelines.

CDL holders must also report accidents, traffic convictions, and/or licenses suspensions/revocations (whether on or off the job) in accordance with USDOT requirements. CDL holders are responsible for knowing, understanding and complying with their licensing obligations. The District will perform an annual check of the status of each employee’s CDL, as applicable.
General Consent for Limited Queries of the Federal Motor Carrier Safety Administration (FMCSA) Drug and Alcohol Clearinghouse

I, ________________________________, hereby provide consent to Mukilteo Water and Wastewater District to conduct a limited query of the FMCSA Commercial Driver's License Drug and Alcohol Clearinghouse (Clearinghouse) to determine whether drug or alcohol violation information about me exists in the Clearinghouse. I understand that the District is obligated under applicable DOT regulations to conduct through the Clearinghouse an annual limited query for unresolved drug or alcohol violations involving me, as a CDL-holder. I consent to the District's annual queries into my records with the Clearinghouse, and this consent shall be a standing consent, for this purpose.

I understand that if the limited query conducted by the District indicates that drug or alcohol violation information about me exists in the Clearinghouse, FMCSA will not disclose that information to the District without first obtaining additional specific consent from me.

I further understand that if I refuse to provide consent for the District to conduct a limited query of the Clearinghouse, the District must prohibit me from performing safety-sensitive functions, including driving a commercial motor vehicle, as required by FMCSA's drug and alcohol program regulations.

Employee Signature __________________________________ Date ________________
SECTION 10. ACKNOWLEDGMENT

MUKILTEO WATER AND WASTEWATER DISTRICT

ACKNOWLEDGMENT OF TRAINING

EMPLOYEE POLICY HANDBOOK

This will acknowledge that on ____________, I was provided with training by ____________________. I have received a copy of the Mukilteo Water and Wastewater District Employee Policy Handbook. I understand that the personnel policies contained in this Handbook are intended to be general guidelines only and do not constitute an express or implied employment agreement. I further understand that the Handbook does not create an employment contract between the District and me. I also agree that my employment with the District is at-will, and that either the District or I may terminate the employment relationship at any time with or without cause or notice. I understand that this Handbook supersedes any prior summaries or statements of employment policies and procedures, and that no manager, supervisor or other employee of the District is authorized to make any representation to the contrary, unless it is expressed in a written employment contract authorized by the Commissioners of the District.

I further understand that the policies and procedures contained herein may be amended, deleted or revised by the District, in its sole discretion, at any time.

I also understand that I have no right to or expectation of privacy with respect to my use of District provided equipment, supplies and programs, including but not limited to computer, voicemail, e-mail, text mail, pagers, cell phones and the Internet. I understand that all information contained on District provided equipment, supplies and programs remain at all times the exclusive property of the District, and that the District may monitor and review my electronic usage and any information transmitted by and/or stored on District provided equipment at any time, in the District's sole discretion.

I have read the Employee Policy Handbook and understand my obligation to comply with the rules and procedures set forth therein.

Name of Employee: (Please Print)

Employee Signature: Date:
SECTION 11. PAYCHECK DEDUCTION AUTHORIZATION

I, the undersigned employee, hereby authorize my employer, Mukilteo Water and Wastewater District, to deduct from my final paycheck, as necessary, any and all debts, charges and expenses that I may owe to the District as of the date of my employment termination, including, but not limited to, cash or benefit advances provided to me by the District, reimbursement for any unreturned District property, all charges incurred by the District as a result of my personal long distance telephone calls or personal cellular phone calls and any other monies that I may owe the District, for whatever reason. I agree and acknowledge that the debt owed by me represents a benefit conferred upon me by the District. I understand that the District will provide me with an accounting of all deductions made to my final paycheck with my final paycheck and I expressly authorize all such deductions made by the District.

Signed: ___________________________  Date: _________________
Appendix A

ASSOCIATION OF WASHINGTON CITIES
EMPLOYEE ASSISTANCE PROGRAM

1. EAP is a "broad brush" program in that employees and their families can call 24 hours a day, 7 days a week, 365 days a year with problems of any kind such as:

- Family Problems
- Marital Problems
- Financial Problems
- Legal Problems
- Mental Health Problems
- Substance Abuse Problems

The EAP can also help with research and planning (buying a car; planning a vacation; finding a daycare, diaper service, or elder care program; even coordinating a destination wedding event) through Family Source.

2. The District provides the EAP to its employees and their dependents free of charge.

All calls are in strict confidence. For counseling, the EAP phone contact will refer an individual to a local provider for counseling. The benefit is 3 free counseling appointments per person per issue per calendar year. This is designed to save the person and District money (no unnecessary claims to medical insurer) as many problems can be handled by 1 to 3 sessions of assistance. The EAP ensures that quality local resources are available to provide the particular assistance needed.

3. For legal assistance, phone consultations are limited to ½ hour. Call-backs are allowed for additional ½ hour sessions until the situation is resolved. If local expertise or personal contact with an attorney is necessary, the EAP will make a referral. The first ½ hour consultation is free; there is a 25% discount on fees beyond the ½ hour.

4. Financial assistance is only given over the phone. Calls are limited to a ½ hour in duration, but individuals can call back as often as they wish. The employee must call EAP and set up an appointment to speak with a financial advisor. In addition to the phone service, there are several resources for financial planning/budgeting on the EAP website (www.guidanceresources.com). The Company ID for logging in is trusteap71.

5. The EAP works with the District to properly follow up with employees who receive mandated substance abuse treatment of any kind, to ensure that the person is staying "clean" and complying with "Return to Work" Agreements.
6. The District periodically receives a utilization report summarizing the type and frequency of services used. These reports do not contain anything that could be used to identify specific employees.

7. The EAP provides technical support and guidance to District Supervisors and Managers on how to handle problem employees in an effective way.

8. The EAP will not release any information without specific written permission of the employee. The EAP will respond to any questions or concerns immediately.
ACKNOWLEDGMENT OF RECEIPT AND UNDERSTANDING OF DRUG AND ALCOHOL POLICY

This will acknowledge that on ________________, 20__, I received a copy of the Mukilteo Water and Wastewater District Drug and Alcohol Policy. I have also been given other education, instructional and informational materials related to drug and alcohol abuse.

I understand that the Mukilteo Water and Wastewater District is committed to an alcohol and drug-free workplace, and strictly prohibits against the use, sale, manufacture, receiving, possession, distribution, dispensing and being under the influence of drugs and/or alcohol while at work, and/or while operating any machinery or vehicles.

I understand that the District has provided me with a support system in the form of the Employee Assistance Program should I need or be referred for rehabilitation or related assistance. I further understand that use of this program, either voluntary or by being referred will be held in the strictest confidence.

I understand that violation of the District Drug and Alcohol Policy and or related testing requirements and procedures will result in discipline up to and including termination.

I understand and agree to abide by the District Drug and Alcohol Policy and its related procedures as a condition of employment.

Dated this _____ day of ______________, 20__.

______________________________
Employee Signature

______________________________
Print Name
MUKILTEO WATER AND WASTEWATER DISTRICT
ALCOHOL AND DRUG SCREEN TEST
CONSENT AND RELEASE FORM

Pursuant to the stated policy of my employer, the Mukilteo Water and Wastewater District, and in consideration of my continued employment,
I, __________________________________________, hereby give my consent and authorize __________________________________________ ("Laboratory") to collect a urine, breath or blood sample from me for the purpose of determining whether I have any alcohol or drugs in my system. I hereby certify that upon request, I will give the Laboratory an unadulterated sample of my urine, breath or blood and cooperate fully with the testing procedure.

I understand that a "positive" test result may affect my continuing employment with the Mukilteo Water and Wastewater District.

I further give my consent to the Laboratory to release to the Mukilteo Water and Wastewater District, or its designated agents, the results of any tests performed pursuant to this consent form.

I realize that my refusal to sign this form constitutes a violation of the stated policy of the Mukilteo Water and Wastewater District, and that I may be disciplined, up to and including discharge, for refusing to sign this form and to submit to testing.

I certify that I have read this form, or had it read to me, and that I understand its contents. This consent is valid until I revoke it in writing. A copy of this consent form shall be as valid as an original.

__________________________________________
Employee Signature

__________________________________________
Print Name

__________________________________________
Witness

__________________________________________
Date
MUKILTEO WATER AND WASTEWATER DISTRICT
LAST CHANCE AGREEMENT

I, __________________________ (Employee’s Name), understand that the continuation of my employment with MUKILTEO WATER AND WASTEWATER DISTRICT (“District”) is based upon and constrained by the following terms: I will be evaluated for chemical dependency by the District’s Employee Assistance Program (“EAP”).

1. I will comply with all of the EAP treatment and follow-up recommendations including all inpatient, outpatient and/or recovery treatments and/or requirements (collectively, the “Program”) to their successful conclusion,

2. I authorize the District to monitor my attendance and participation in the Program and will execute any and all authorization(s) and/or release(s) that may be required by my treatment provider as a condition to disclosing information related to my participation and progress in the Program.

3. I understand that my job performance will be closely supervised for an extended period of time upon my return to work and I will accept such supervision as a constructive part of my recovery.

4. I understand that upon return to the workplace I must meet all established standards of conduct and job performance and that I will be subject to immediate termination for any failure to meet the standards.

5. For a period of two (2) years after the date hereof, I will be subject to random alcohol/drug tests that may be required by the District on a periodic basis at the District’s sole discretion. The District shall pay the cost of such tests, as well as all time spent by me in submitting to such examinations. I agree that I shall cooperate fully with any and all District requests that I submit to a random drug test. I further acknowledge and understand that if I fail to cooperate fully or to submit to such drug test when requested, or if my alcohol/drug test indicates a positive reading, such testing failure will be cause for immediate termination. In the event of such termination, I further agree that I will not contest such termination by way of a grievance, law suit, or unfair labor practice charge against the District.

6. I understand that I will be subject to the terms of these conditions of employment until I have completed at least twenty-four months of work. Upon completion of twenty-four (24) months of work the appropriate management personnel will review my job performance and recovery progress and determine if the terms of these conditions of employment will be removed, modified, sustained or added to.

I UNDERSTAND AND AGREE THAT MY REINSTATEMENT AND CONTINUED EMPLOYMENT ARE CONTINGENT UPON MY MEETING SATISFACTORILY ALL THE ABOVE TERMS OF THESE CONDITIONS OF EMPLOYMENT AND THAT MY FAILURE TO DO SO RELINQUISHES ALL DEFENSE ON MY PART AND SUBJECTS ME TO IMMEDIATE TERMINATION OF MY EMPLOYMENT WITH THE DISTRICT.

Dated _______________________, 20___ Employee Signature
SUBJECT: Accept Project as Complete: Front Counter Security Upgrade (41-19)

MEETING DATE: January 15, 2020

APPROVAL: Jim Voetberg, General Manager

FROM: Kendra Chapman, Executive Assistant

<table>
<thead>
<tr>
<th>Amount Budgeted</th>
<th>Spent to Date</th>
<th>Amount Available</th>
<th>Expenditure Requested</th>
</tr>
</thead>
<tbody>
<tr>
<td>$75,000</td>
<td>$6,764.02</td>
<td>$68,235.98</td>
<td>$55,940.63</td>
</tr>
</tbody>
</table>

EXHIBITS ATTACHED
• Resolution No. 515-20

SUMMARY STATEMENT/ISSUES:
The Front Counter Security Upgrade Project was awarded at the September 16, 2019 Board Meeting to Shaiman Contracting, Inc. This project included security glass and ADA (American Disability Act) compliant upgrades to the front counter. Shaiman Contracting, Inc. has completed the project and final closeout documents have been received. Staff has reviewed the closeout documents and recommends the Board grant final acceptance.

SUGGESTED/RECOMMENDATION:
Adopt Resolution No. 515-20, granting final acceptance of the Front Counter Security Upgrade Project performed by Shaiman Contracting, Inc.
RESOLUTION NO. 515-20

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE MUKILTEO WATER AND WASTEWATER DISTRICT, SNOHOMISH COUNTY, WASHINGTON, GRANTING FINAL ACCEPTANCE OF THE FRONT COUNTER SECURITY UPGRADE PROJECT 41-19 AND CONTRACT WORK

WHEREAS, the Mukilteo Water and Wastewater District ("District") formally bid the Front Counter Security Upgrade Project and awarded the project to Shaiman Contracting, Inc. ("Contractor"); at the September 16, 2019 Board of Commissioners Meeting and

WHEREAS, the Contractor undertook, performed and has completed the Contract Work; and

WHEREAS, The project is complete, and Staff is recommending granting final acceptance of the project, subject to receipt of all required Affidavits of Wages Paid forms; now, therefore

BE IT RESOLVED by the Board of Commissioners of the Mukilteo Water and Wastewater District, Snohomish County, Washington as follows:

1. The recitals set forth above are incorporated herein by this reference.

2. Upon receipt by the District of all required Affidavits of Wages Paid forms, the Front Counter Security Upgrade Project 41-19 is hereby granted final acceptance, subject to the maintenance period requirements and other project closeout requirements set forth in the Project Contract.

3. District staff is authorized and directed to take all actions necessary to close out the Front Counter Security Upgrade Project 41-19.

ADOPTED by the Board of Commissioners of the Mukilteo Water and Wastewater District, Snohomish County, Washington, at the regular open public meeting thereof held on the 15th day of January, 2020.

Commissioner McGrath

Commissioner Johnson

Commissioner Clarke
MEMORANDUM

To: Board of Commissioners
From: Jim Voetberg, General Manager
Date: January 9, 2020
Subject: Manager’s report for the meeting of January 15, 2020

Surplus Property – 9303 4th Street, Everett: One of the surplus properties the District has advertised for sale is located at 9303 4th Street in Everett. As shown in the attached drawings, the property is irregular in shape and consisting of 5,776 square feet. When this property was appraised, the appraiser considered the property buildable and gave it a value of $43,000. While Staff questioned the high value to the appraiser, we felt uncomfortable directing him to lower his value. Not unexpected, no offer was received during the time period when the District was required to receive a minimum bid of 90% of the appraised value. Now that the time period for receiving a minimum offer has expired, an adjacent property owner has offered $15,000 for the property based on his investigation the property is not a buildable lot. As seen in the attached email from the City of Everett, the District has received conformation the lot is considered not buildable in its current status but may allow the construction of a garage if combined with an adjacent lot. Based on this information and unless otherwise directed, Staff intends to begin the process of selling the 9303 4th Street property to the individual offering $15,000.

Easement for Lift Station No. 9: The replacement of Lift Station No. 9 requires a construction easement from the adjacent property owner. While the minimum of a 10-foot construction easement is necessary, a permanent easement is desired in the event future work is required at this lift station. For the past month or so, Rick Matthews and Kendra Chapman have been negotiating with the owner to secure an easement. Since the needed easement area has a small shed on it which, due to its age, will be destroyed when moved, and recognizing that construction of Lift Station No. 9 will have a significant impact on access to the property for up to one year, the District was not in the strongest of negotiating positions. Giving kudos to Rick and Kendra, they have negotiated a permanent easement with the owner at a cost of $10,300, which represents a permanent easement, costs to replace the shed, and recognition of access and construction impacts. Cost of the easement is within the limits of the General Manager’s spending authority and this is notification to the Board that I intend to proceed with securing the easement.

WASWD Legislative Report: Attached for Board review is the January 2020 WASWD legislative update.

Out of the Office: I will be out of the office from January 20th through the 27th. During my absence, Rick Mathews will serve as acting General Manager.
Map Excerpt²

² The above map was provided by the owner and is for illustrative purposes only
Hello Kendra,

I have received your email regarding the Mukilteo Water & Wastewater District owned property in the city limits of Everett and your question to the buildable status of the lot. The vacant parcel you refer to as 9303 4th Avenue W (tax parcel no. 00480200101702) is in the R-2 zone (single-family medium-density residential) and is a substandard lot, meaning it does not meet current minimum standards for one or all of the following: lot area, lot width, lot depth, lot frontage. Per the property’s legal description, it does not look like the parcel went through any formal land division process to create the property in its current form. This makes me wonder how, and more importantly when, the parcel was created. In order for a substandard lot to be certified as a legal buildable lot it must meet the requirements of Everett Municipal Code (EMC) 19.38.080 and a Nonconforming Lot Certification application must be submitted and approved. Unless the parcel receives certification as a legal nonconforming lot, we cannot permit the construction of a house on the property as the parcel would be considered an illegal lot.

If 9303 4th Avenue W is unable to obtain lot status through the Nonconforming Lot Certification process the other option would be for an adjacent property owner to merge this parcel with their own property. This will result in the two parcels becoming one lot. This may allow for your potential buyer to construct a garage, but this would not permit another dwelling unit to be constructed on the site as the R-2 zone is a single-family zone which does not permit more than two dwelling units.

I hope this answered your question. Please feel free to contact me directly.

Grace Pollard
Associate Planner | Planning Division
Community, Planning & Economic Development
425.257.8807 | 3200 Cedar Street, Everett, WA 98201
everettwa.gov | Facebook | Twitter

Note: Emails and attachments sent to and from the City of Everett are public records and may be subject to disclosure pursuant to the Public Records Act.
LEAD AND COPPER RULE REVISION COMMENTS

WASWD has prepared a comment letter on the proposed revisions to the Lead and Copper Rule. For districts who want to submit their own letter, there are three key messages the WASWD letter focuses on:

1. Target inventory of service lines to areas where there are known problems so utilities are not incurring unnecessary costs.
2. Requiring installation of corrosion control as a result of one lead sample is excessive.
3. Provide some funding for testing in daycares and schools.

Comments are due February 12, 2020. The draft WASWD letter is attached.

PFAS COMMENT PERIOD EXTENDED

Washington State Department of Health Office of Drinking Water extended the PFAS informal comment period to January 31, 2020. Detailed information is available on the DOH Rule Making webpage. These are links to the draft rule language, and a summary of changes by section. With this extension we will discuss WASWD drafting comments at the upcoming Government Relations Committee meeting.

NEW ECOLOGY DIRECTOR

Gov. Jay Inslee named Laura Watson director of the Washington State Department of Ecology on December 20, 2019. She replaces Maia Bellon, who has been the director since 2013. Watson is currently the senior assistant attorney general in the Ecology Division of the Attorney General’s Office. As chief legal counsel to the Director of the Department of Ecology, she provided advice and representation to Ecology’s 10 environmental programs and to the agency’s administration. Watson was also a former deputy solicitor general at the Solicitor General’s Office in the Attorney General’s Office. Read more about her at this link.

2020 IRS BUSINESS MILEAGE

Beginning January 1, 2020, the standard mileage rates for the use of a car (also vans, pickups or panel trucks) will be 57.5 cents per mile driven for business use, down one half of a cent from the rate for 2019.
2020 SUPPLEMENTAL BUDGET

Governor Inslee's proposed supplemental budget released in December includes a few water related items:

- $1 million was included for "clean up and study PFAS contamination."
- $378,000 was included for "Yakima groundwater monitoring."
- New investments were proposed to boost orca and salmon recovery efforts.

The Department of Ecology’s budget included the following items of note:

- $748,000 for Puget Sound Freshwater Monitoring
- $350,000 was included for Small Communities Water Quality Assistance
- $1.03 million for cleanup and study of PFAS Contamination

The full budget highlights can be found at this link. Agency recommendations can be found at this link.

UPCOMING TRAININGS, CONFERENCES, AND EVENTS

WASWD Commissioners Workshop. Cost: $110.

Saturday, January 18, 2020, 8:30 a.m.- 3:00 p.m.
Embassy Suites (Tukwila)
15920 West Valley Highway
425-227-8844 for reservations or visit your favorite travel webpage.

WASWD Member Webinar. No Cost.

Wednesday, February 12, 2020, 10:00 a.m.- 11:30 a.m.
WA State Auditor’s Office Audit features, Leases Accounting, New Reporting Features
## WASWD Regulatory Tracking
### As of January 6, 2020

**Purpose**

WASWD will track and respond to proposed actions by Washington State Agencies and other selected agencies that could impact its members' ability to provide reliable and cost effective sewer and water services to its customers.

<table>
<thead>
<tr>
<th>Agency or Regulation/Policy/Issue</th>
<th>Description/Status</th>
<th>Next Key Date</th>
<th>Next Steps</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Washington State Dept. of Ecology</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Water Quality Stds for human health &amp; implementation tools (variances, compliance schedules, intake credits)</td>
<td>EPA modified most limits but kept implementation tools. Effective 12/28/16. A petition to EPA to reconsider has been filed by industry and municipal groups in the Spokane area. With current administration federally, EPA let slip they will rescind, WA DOE has sent protest letter.</td>
<td>TBD</td>
<td>Will keep watching.</td>
</tr>
<tr>
<td>UIC wells- NPDES Stormwater Permits</td>
<td>Now in Stormwater Manuals, but not part of stormwater permit. <em>WASWD has appealed stormwater NPDES Permit.</em></td>
<td>9/23/2019</td>
<td>Discovery dates in April and May. Hearing date to be set by the court,</td>
</tr>
<tr>
<td>UIC Wells- Watershed Plans under NPDES Stormwater Permits</td>
<td>New Stormwater Permits require watershed planning that could impact water sources.</td>
<td>Unknown</td>
<td>Track for announcement of watershed plans to be developed where members have drinking water source,</td>
</tr>
<tr>
<td>Dangerous Waste Rules update (Pharmaceutical waste)-CR 102</td>
<td>Revising rule on non-household generated pharmaceutical waste, e.g. hospitals and pharmaceutical producers. No dangerous pharmaceuticals now allowed into sewer as of August 2019. Taking informal comments for 30 days.</td>
<td>Q1 2020</td>
<td>Watch how they respond to comments.</td>
</tr>
<tr>
<td>PFAS/PFOS Chemical action plan</td>
<td>DOE reviewing comments, making changes that are pre-emptive in nature and not necessarily affecting utilities.</td>
<td>Early 2020</td>
<td>Continue to track. No action at this time.</td>
</tr>
<tr>
<td>Puget Sound Nutrient Forum</td>
<td>Setting modeling runs for 2020</td>
<td>2020</td>
<td>Continue to track. No action at this time.</td>
</tr>
<tr>
<td>General permit for nutrients in Puget Sound</td>
<td>Whether or not a permit for nutrients is needed and what should be in it.</td>
<td>12/1/2019</td>
<td>Held informational webinar in December. Next meeting January 30, 2020</td>
</tr>
<tr>
<td>Water Quality Stds revision for Salmonid Health</td>
<td>Protection at all life stages</td>
<td>Dec.2019</td>
<td></td>
</tr>
</tbody>
</table>

**Washington State Dept. of Health**
<table>
<thead>
<tr>
<th>PFAS/PFOS rulemaking</th>
<th>Standards released end of November. Informal comments due end of January, will have additional comment period later</th>
<th>January 2020</th>
<th>WASWD will provide comment.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Safe Medication Return Program</td>
<td>RCW 69.48 in place, funded by manufacturers</td>
<td>Fall 2020</td>
<td>contacting Mike Means to see if there are any preparations we can be making</td>
</tr>
</tbody>
</table>

**Definitions**
- UIC – Underground Injection Control
- NPDES- National Pollutant Discharge Elimination System
- WQS- Water Quality Standards
- TMDL-Total Maximum Daily Load
- UTC- Utilities and Transportation Commission
- DOE or Ecy- Washington State Dept. of Ecology
- DOE or Ecy- Washington State Dept. of Ecology
- EPA- Environmental Projection Agency

**Contacts**
Heather Kibbey, WASWD Regulatory Liaison - Phone: (253) 478-6971  Email: heatherjkibbey@gmail.com
Judi Gladstone, WASWD Executive Director - Phone: (206) 246-1299 Email: judi@waswd.org
### Customer Notice Tracking

<table>
<thead>
<tr>
<th>Billing Period</th>
<th>Reminder Notices</th>
<th>Delinquency Notices</th>
<th>Shut Off Notices</th>
<th>Turn-Offs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dec'14 - Jan'15</td>
<td>1,078</td>
<td>425</td>
<td>139</td>
<td>25</td>
</tr>
<tr>
<td>Feb'15 - Mar'15</td>
<td>965</td>
<td>389</td>
<td>127</td>
<td>22</td>
</tr>
<tr>
<td>Apr'15 - May'15</td>
<td>1,035</td>
<td>410</td>
<td>138</td>
<td>31</td>
</tr>
<tr>
<td>June'15 - July'15</td>
<td>1,097</td>
<td>458</td>
<td>153</td>
<td>25</td>
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<tr>
<td>Aug'15 - Sept'15</td>
<td>1,111</td>
<td>418</td>
<td>138</td>
<td>20</td>
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<tr>
<td>Oct'15 - Nov'15</td>
<td>982</td>
<td>370</td>
<td>107</td>
<td>20</td>
</tr>
<tr>
<td>Dec'15 - Jan'16</td>
<td>910</td>
<td>410</td>
<td>100</td>
<td>13</td>
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<tr>
<td>Feb'16 - Mar'16</td>
<td>951</td>
<td>375</td>
<td>104</td>
<td>19</td>
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<tr>
<td>Apr'16 - May'16</td>
<td>1,097</td>
<td>376</td>
<td>116</td>
<td>22</td>
</tr>
<tr>
<td>June'16 - July'16</td>
<td>939</td>
<td>393</td>
<td>132</td>
<td>30</td>
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<tr>
<td>Aug'16 - Sept'16</td>
<td>899</td>
<td>323</td>
<td>146</td>
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<tr>
<td>Oct'16 - Nov'16</td>
<td>924</td>
<td>410</td>
<td>131</td>
<td>22</td>
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<td>Dec'16 - Jan'17</td>
<td>985</td>
<td>419</td>
<td>114</td>
<td>22</td>
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<td>Feb'17 - Mar'17</td>
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<td>14</td>
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<td>Apr'17 - May'17</td>
<td>998</td>
<td>406</td>
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<td>June'17 - July'17</td>
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<td>359</td>
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<td>Oct'17 - Nov'17</td>
<td>940</td>
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<td>Dec'17 - Jan'18</td>
<td>1,143</td>
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<td>Feb'18 - Mar'18</td>
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<td>407</td>
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<td>Apr'18 - May'18</td>
<td>1,136</td>
<td>445</td>
<td>117</td>
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<tr>
<td>June'18 - July'18</td>
<td>1,176</td>
<td>439</td>
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<td>Aug'18 - Sept'18</td>
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<td>410</td>
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<tr>
<td>Oct'18 - Nov'18</td>
<td>1,101</td>
<td>455</td>
<td>120</td>
<td>12</td>
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<tr>
<td>Dec'18 - Jan'19</td>
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<td>352</td>
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<td>Feb'19 - Mar'19</td>
<td>1,059</td>
<td>374</td>
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<td>439</td>
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<td>Oct'19 - Nov'19</td>
<td>1,458</td>
<td>422</td>
<td>105</td>
<td>16</td>
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</tbody>
</table>

### Current Liens:

<table>
<thead>
<tr>
<th>Liens (not in Foreclosure)</th>
<th>Number</th>
<th>Total Due</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>$1,636.41</td>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Liens in Foreclosure</th>
<th>Number</th>
<th>Total Due</th>
</tr>
</thead>
<tbody>
<tr>
<td>11</td>
<td>$53,046.73</td>
<td></td>
</tr>
</tbody>
</table>

Total Liens: 13 Liens, $54,683.14

(1-wk weather delay)

(all t/on w/in 1 wk)

### Customer Aging Report

<table>
<thead>
<tr>
<th></th>
<th>Under 30 days</th>
<th>30-60 Days</th>
<th>60-90 Days</th>
<th>90-120 Days</th>
<th>Over 120 Days</th>
<th>Total</th>
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</thead>
<tbody>
<tr>
<td>Non-Liened Accounts</td>
<td>786</td>
<td>$730.30</td>
<td>$245,903.65</td>
<td>$94.61</td>
<td>$6,489.46</td>
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<tr>
<td>Liened Accts-Sewer</td>
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<td>$492.40</td>
<td>$2,361.99</td>
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<td>$2,220.49</td>
<td>$35,414.99</td>
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<tr>
<td>Liened Accts-Wtr &amp; Swr</td>
<td>2</td>
<td>-</td>
<td>$636.11</td>
<td>-</td>
<td>$569.25</td>
<td>$12,648.59</td>
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<tr>
<td>Total</td>
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<td>$1,222.70</td>
<td>$248,901.75</td>
<td>$433.93</td>
<td>$9,279.20</td>
<td>$54,387.37</td>
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</tbody>
</table>

- Bills are due 15 days after billing date.
- Reminder Notices sent out 30 days after billing date.
- Delinquent Notices sent out 45 days after billing date.
- Shut-off Notices sent out 55 to 60 days after billing date.
- Shut-off is 65-70 days after billing date.
<table>
<thead>
<tr>
<th></th>
<th>1/1/2019 Begin Bal</th>
<th>1st Qtr New Conn</th>
<th>2nd Qtr New Conn</th>
<th>3rd Qtr New Conn</th>
<th>4th Qtr New Conn</th>
<th>Ending Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Single-Family</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3/4&quot;</td>
<td>3,903</td>
<td>(1)</td>
<td>2</td>
<td>-</td>
<td>4</td>
<td>3,908</td>
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<tr>
<td>1&quot;</td>
<td>705</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>706</td>
<td></td>
</tr>
<tr>
<td>1 1/2&quot;</td>
<td>2</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>2&quot;</td>
<td>1</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>1</td>
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<tr>
<td><strong>Subtotal</strong></td>
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<tr>
<td><strong>Multi-Family</strong></td>
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<td></td>
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<tr>
<td>3/4&quot;</td>
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<td>-</td>
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<td>-</td>
<td>[1]</td>
<td>71</td>
</tr>
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<td>1&quot;</td>
<td>172</td>
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<td>-</td>
<td>(1)</td>
<td>-</td>
<td>171</td>
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<tr>
<td>1 1/2&quot;</td>
<td>34</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>71</td>
<td></td>
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<td>2&quot;</td>
<td>144</td>
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<td>-</td>
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</tr>
<tr>
<td>4&quot;</td>
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ACCT #3644 - S/F 3/4" - DEMO'D FEB 2019
ACCT #0717 - F/L 6" - REMOVED IN NEW PROJECT
ACCT #0715 - F/L 10" - REMOVED IN NEW PROJECT
ACCT #6887 - 1" CHGD FROM M/F TO S/F

Mukilteo Water and Wastewater District  
Agenda Packet 1/15/2020  
Page 126 of 131
### Westside

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**ACCT #3644 - S/F - CAPPED/DEMO'D**  
**ACCT #6970 - S/F CHGD TO M/F**  
**ACCT #3687 - S/F CHGD TO M/F**

### Eastside

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WQWebDMR - Permit# WA0023396 - DMR Submission Id: 1703816 - 1/8/2020 8:13:02 AM

Company Name | Signer Name | System Name
--- | --- | ---
Mukilteo Water & Wastewater District | Thomas G. Bridges | WQWebPortal

Attachments:

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<td>Submitted Copy of Record for Mukilteo Water Wastewater District</td>
<td>Copy of Record MukilteoWaterWastewaterDistrict Wednesday January 8 2020</td>
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Attestation Agreed to at Signing:

I certify I personally signed and submitted to the Department of Ecology an Electronic Signature Agreement. I understand that use of my electronic signature account/password to submit this information is equal to my written signature. I have read and followed all the rules of use in my Electronic Signature Agreement. I believe no one but me has had access to my password and other account information.

I further certify: I had the opportunity to review the content or meaning of the submittal before signing it; and to the best of my knowledge and belief, the information submitted is true, accurate, and complete. I intend to submit this information as part of the implementation, oversight, and enforcement of a federal environmental program. I am aware there are significant penalties for submitting false information, including possible fines and imprisonment.

For Ecology Use Only

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| DL: 2.61 Report Only                     |       |      |      |      |      |      |      |      |      |      |
| Weekly Average                           | 6.9   | 57   |      |      |      |      |      |      |      |      |
| Maximum                                  | 2.72  | 366  | 2678 | 388  | 4174 |      |      |      |      |      |
| Monthly geometric mean                   |       |      |      |      |      |      |      |      |      |      |
| Weekly Geometric Mean                    | Mukilteo Water and Wastewater District  |</p>
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Daily Minimum: 6.38

Average: 14.6

Weekly Average: Report Only

Maximum: 7.20

Daily Maximum: <= 9.0 (RO)

Monthly geometric mean: 7

Weekly Geometric Mean: 42

Mukilteo Water and Wastewater District]

Agenda Packet 1/15/2020
I certify under penalty of law, that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system or those persons directly responsible for gathering information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Thomas Bridges
Signature

Date

1/8/2020 8:12:58 AM