

LAKE LIMERICK COUNTRY CLUB  
WATER COMMITTEE MEETING

November 12, 2016

Minutes

The Meeting was called to order at 10:00am by Chair Phyllis Antonsen

Members Attending: Chair Phyllis Antonsen, Secretary Don Bird, Treasurer Mark Franklin and Members Brandon Koch, Gary Lentz and Brian Parnell.

Board of Directors Attending: Kelly Evans, President (portions); Penny Cory (portion)

Employees Attending:

Contractors Attending:

Guests Attending: Janet King-Ellison

Approval of Minutes

A motion was made by Mark Franklin, seconded by Brandon Koch and passed with no nays as follows: To approve the Minutes of October 8, 2016 as written.

Additions to Agenda:

- 1) Correspondence: Sale/lease of utility parcel to Janet King-Ellison
- 2) Old Business: Inventory

Comments from BOD

Comments from Guests: Discuss under Correspondence

Financial Report -attached

- 1) Status of financial reports

Mark presented a Water System Report summarizing the last quarter of FY 2015-2016 (July, August and September) from Deborah Wallace. It was noted that in that report the Expenses listed in Management Fees should instead have been included in Professional Services.

- 2) Water Committee needs to set up a capital account for Capital Improvements for funds available at the end of the fiscal year.
- 3) There was a discussion about water accounts in arrears where there was a bankruptcy and the fact that their water can't be shut off if they are making water payments.

Kelly indicated that Rhonda Hunt is a new person on staff that will focus on accounts receivables.

Water Committee would like to get a summary of outstanding accounts that are 30, 60, 90 or more days overdue and total outstanding.

A motion was made by Brian Parnell, seconded by Gary Lentz and passed with no nays as follows: To approve the financial report for November as presented.

Water Distribution Managers Report - Attached.

The leak rate for the month is still high at about 13.8%. A sizable leak on Old Lyme Rd. has been repaired which should reduce the leak rate.

Note that there was a large leak on a homeowner's property that amounted to about 21,000 gallons per day. This is discussed in the Correspondence. Because this usage was metered it did not add to the "leak

rate". Because of the age of service pipes, there seems to be more leaks from the aging pipes - Phyl will write up in newsletter.

One of the two booster pumps at Well #3 failed at the end of October. Steve and Sean are researching the replacement costs. At the same time they may want to upgrade the pump controls at Well #3 to include variable frequency drives (VFD).

Still investigating if Well 2 can be used to create a water truck fill station and have the flow metered.

Review results of previous well pump test at Well #6 and note that pump capacity was over 200 GPM but that after 5 minutes the pump is limited to about 110 GPM because of the aquifer recharge rate. The VFD for the well pump has been adjusted to reduce the maximum flow in order to maintain about 80' of head on the pump when it is running at maximum rate.

Action List - No changes required.

Correspondence -

1) Sale/lease of Utility lot 2-231 to Janet King-Ellison to add to their lot 2-229.

Janet presented a history of their attempts to purchase the 20' wide lot 2-231 noted as a separate Lake Limerick lot zoned for Utility purposes. Prior to them buying the house and property on lot 2-229, a home had been built too close to lot 2-229 line property line assuming that the lot corner extended to the corner of lot 2-231. They previously had tried to purchase lot 2-231 and were unable to do so but were able to negotiate a lease with LLCC for that lot. After discussions, the Water Committee determined that the Water System has no need for lot 2-231 for Utility purposes and made a motion as such.

A motion was made by Don Bird, seconded by Gary Lentz and passed with no nays as follows:

The Water Committee has determined that the Water System has no potential use for the property at lot 2-231 and, from the Water Committee's standpoint, the lot can be sold or the lease continued to Janet King-Ellison.

2) Forgiveness letter

We received a letter from Dan and Bridget Cossano about a leak they found on their property at 650 E St Andrews Dr. amounting to an average of 21,000 gallons per day for the month of October. They have fixed the leak and are now requesting a one-time forgiveness for the excess water usage. After reviewing the account water usage and payment history and noting that they have fixed the leak, the Water Committee approved a onetime forgiveness credit of \$568.

A motion was made by Brandon Koch, seconded by Mark Franklin and passed with no nays as follows: Move to forgive \$568 of excess usage for the November water bill on account 100490 for Daniel and Bridget Cossano.

Old Business

1) SCADA and radios

The SCADA system is operating normally. Don will work on upgrading the radios once Steve returns from vacation at the end of November. 2) Water rights

Discuss the Water Rights Transfer proposal from Todd Krause, NWS and determine that the additional costs that were quoted made the proposal not cost effective at this time. At this time there is plenty of capacity at the various well sites in order to manage the utilization to keep each well within the current

water rights allocation. When we decide to proceed with an additional well at Well #6 we will need to engage a hydrogeologist and we can revisit the Water Rights Transfer issue at that time since we will also need a hydrogeologist for that issue.

### 3) 2" meter and backflow

Steve and Sean are continuing to investigate if it is feasible to use the new 2" meter and backflow prevention device to create a water truck "filling station" at Well #2. No information on whether the new devices have already been purchased. 4) Certification for Joe

Steve indicated that he and Joe have begun the process to apply for WDM and CCS certification for Joe.

### 5) Inventory

Kevin Odegard, NWS has previously offered to assist with putting together a recommended inventory for LLWS parts. However, he needs to know the current inventory and has asked Steve to work on the current inventory.

### New Business

#### 1) Review of By-laws

In a Board study session it was discussed that bylaws and procedures need to be reviewed. No action is needed at this time until the Board reviews and directs the Water Committee to update their documents.

#### 2) Hazard Survey

We need to remind NWS that Lake Limerick is due to perform their Hazard Survey again this next year. In order to begin the Hazard Survey, NWS will need to an updated homeowners list from the Association.

### Announcements

#### 1) Next meeting December 10, 2016.

### Motion to adjourn

A motion was made by Brandon Koch, seconded by Don Bird and passed with no nays as follows: To adjourn the meeting at 10:30am.

These minutes have not been approved by the Water Committee Respectfully  
Submitted by: Don Bird, Secretary

### MOTIONS FOR THE BOARD

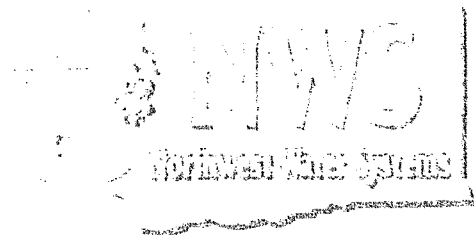
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November 9<sup>th</sup>, 2016

#### Lake Limerick Water System: November Meeting

The general condition of the water system is good with no concerns as to system pressures, or the water availability to the customers.

#### Well Conditions:

Well #1 is operating normally. (Booster is on timer, runs from appx. 7am to 3pm)

Well #2 is still in stand-by and its use will only be required in extreme cases.

Wells #3A and #3B are operating in normally. There is a booster issue, which will be touched on below.

Well #4 is operating normally.

Well #5 is shut down for the season.

Well #6 is operating normally. Kevin (NWS) adjusted the VF-Drive for the well pump reducing the HZ, which in effect reduced GPM. The goal of this was to maintain a more desirable water level while pumping. This has been achieved with a column level of right around 78'.

#### Water Usage:

Water usage was above average for the month of October, (Going back to averages for the past 3 years). The total amount of water pumped was 5.1 million gallons, a 15.5% increase from last year. The leak rate for the month is at 13.8%. Leak rate for the year is standing at 10.3%. The leak on Old Lyme was repaired early in the month. Steve has been actively looking to identify other questionable locations for leak identification.

#### Customer Concerns:

LLWS had 4 locates and 3 high usage complaints.

On the evening of Oct. 13<sup>th</sup>, the system pressure dropped below normal operating pressure. It went down to between 30 and 40 psi. Booster pump "3B" has detonated. It is no longer usable and has been shut off.

#### Water Sampling:

The bacteria samples for October were satisfactory. The routine bacteria samples for November have been collected and were delivered to the lab on November 8th.

**Thoughts:**

Well(s) #3 Booster system: At the minimum the 3B booster pump needs to be replaced. Steve and Joe have already looked into the cost of replacing the pump in a "like for like" manner. That being said it may be worth looking into upgrading both booster pumps to VFD operation.

*look at proposals for both options*

Well #2 configuration for golf use / fill station: We are still working on identifying the current set up of how water is currently available for use. The only valve that we have identified is closed. We have found schematics that identify a "future" valve location. We will be doing some exploratory digging soon to try and find this valve. But there are some other questions that have arisen in this process that we will need to answer before a plan is fully laid. I began some exploratory digging on Tuesday in which I did not find a valve, but I did find a 3/4" pvc line. (I broke it).

October 31, 2016

Lake Limerick Water

Re: Lake Limerick Water Rights Transfer

Dear Lake Limerick Board:

Through developing your Water System Plan and as expressed by Lake Limerick representatives, it became apparent that your water rights were originally developed in such a way so that your wells cannot be controlled in an optimal configuration. While it is evident that you have more than adequate water rights to operate your water system, some of the water rights need to be transferred to other wells to allow the system to operate in an optimal configuration.

Initially, we thought that this transfer could be accomplished through a simple Showing of Compliance Affidavit; however, through discussion with the Washington State Department of Ecology, it became evident that the transfer of water rights must be accomplished through a formal water right change application because the two wells in question are not in the same quarter quarter section, and are too far from one another.

The Department of Ecology is currently not working on processing water right change applications in your area. It is unknown when (if?) Ecology will begin processing these applications in the foreseeable future. Therefore, in order to have the water right change processed, Lake Limerick will need to go through the Cost Reimbursement process. This is a two—stage program. In Phase I a report is submitted to Ecology that describes the hydrogeologic setting, the transfer that needs to be done, the “same source of water”, other senior applications that would impact the project, streams or other surface bodies that could be impacted, and finally, the work that will need to be completed in Phase II of the project. In short, Phase I identifies any “red flags” that might impede the transfer request. Phase II then involves Lake Limerick selecting a hydrogeologist from Ecology’s pre-approved list that is able to complete the hydrogeologic modeling required for processing the water right transfer and writing the Report of Examination for Ecology’s review and approval.

This proposal covers Phase I. At this point, Phase II is anticipated to cost between \$7,000-\$20,000; a much better estimate can be developed upon completion of the Phase I analysis.

Please let us know if you have any additional questions or need more information.

Sincerely

NORTHWEST WATER SYSTEMS, INC.

Todd Krause, P.E.

Principal

Cc: Projects\Pending\Lake Limerick Phase I Water Right Transfer Proposal

**SCOPE OF WORK**

Prepared for: **Lake  
Limerick Water**

October 31, 2016

Northwest Water Systems is prepared to provide design services for the purpose of providing you with an optimal engineering approach. We estimate that the following scope of work will be required:

## **Introduction**

The following scope of work delineates tasks to be performed as part of the agreement between Northwest Water Systems, Inc. (Firm) and Lake Limerick Community Club (Client). The Client desires to transfer water rights to improve the operation of their water system. This will initially require a Phase I report acceptable to the WSDOE.

### **Project Assumptions:**

- This is a straight forward project with no unusual features.
- The owners of the water system are willing to cooperate with Northwest Water Systems and provide accurate information
- Mitigation will not be required for the water right
- No other water rights applications are active in the same source of water.
- The Scope of Work does not include bid documents or detailed cost estimates
- No more than 5 hours effort will be required for Phase II Cost Reimbursement assistance

If any of the above assumptions are incorrect, Northwest Water Systems can provide the necessary services to remedy the discrepancy on a time and materials basis as an addendum to the proposal.

## **Phase I Water Rights Analysis**

- Complete and Submit a Water Right Change Application
- Review of Well Logs and area hydrogeology
- Determination of same source of water
- Identification of other water rights in the same source of water
- Identification of relevant surface water bodies
- Identification of likely features that could impede the application
- Definition of Phase II Scope of Work required
- Recommend Phase II consultant
- Phase II assistance as needed

## **Deliverables**

- 1 paper copy of the report(s)
- 1 electronic copy of report(s)

We will complete the above Scope of Work on a time and materials basis at an hourly rate of \$125/hr. It is anticipated this project will require 40 hours, with a not-to-exceed budget of 60 hours. Providing materials and any necessary support in an accurate and timely manner will help the project remain within or under budget.

A \$3,000 retainer is required to initiate your project.

All terms of this contract are subject to the terms of the attached Standard Provisions. This proposal will be honored for ninety days from the date of preparation, after which time the fees may be adjusted to account for inflation, new regulations, or other factors resulting in greater effort or expense.

The fee includes normal copying, blueprinting and document preparation costs. Additional copying, blueprinting or other reimbursable expenses will be invoiced at cost plus 15% to cover taxes and handling.

The entire design fee is due before delivery of the report. Fees payable to government agencies and other services, such as surveying, water sampling, pump tests, and recording documents, are the client's responsibility. NWS can provide some of these services on a time and materials basis at the above hourly rate.

We look forward to working with you on your project.

Prepared By: \_\_\_\_\_ Date: 10/31/2016

Accepted By: \_\_\_\_\_ Date: \_\_\_\_\_

**END SCOPE OF WORK**



## STANDARD PROVISIONS

### A. Payment

Payment is due as specified in the Contract to which these Standard Provisions are attached. Signing of the Contract signifies agreement with the payment schedule.

Northwest Water Systems, Inc. expenses related to those costs incurred for the client's project including, but not limited to, necessary transportation costs, labor tests and analyses, sub-consultant services, printing, copying and binding charges shall be invoiced as reimbursable expenses. Reimbursement for these expenses shall be on the basis of 1.15 times actual charges when furnished by commercial sources and on the basis of usual commercial charges when furnished by Northwest Water Systems, Inc. Unless otherwise provided for in the contract, Reimbursable Expenses are in addition to the estimated fee.

The parties acknowledge and agree that any estimate of a total fee may not reflect the ultimate charges of Northwest Water Systems, Inc. Each party recognizes the inherent difficulty in any predetermination of the amount of services required for a particular project. All changes to the Scope of Work or to the Fee shall be accomplished through numbered Change Orders signed by all parties. If a retainer is received, it will be credited to the final invoice unless prior arrangement has been made between client and Northwest Water Systems, Inc.

All past due invoices are subject to a 1.5% per month late charge calculated and applied the day following the due date. Subsequent late charges are calculated on the invoice amount plus any previous late charges. The water system for which the work is completed shall be collateral for any past due balances.

### B. Time of Beginning

Signing of the Contract is authorization by the client for Northwest Water Systems, Inc., to proceed with the scope of work.

### C. Professional Standards

Northwest Water Systems, Inc., shall be responsible to the level of competency presently maintained by other practicing professionals in the same type of work in the community, for the professional and technical soundness, accuracy and adequacy of all designs, drawings, specifications, and other work and materials furnished under the attached Contract.

### D. Governing Law

Unless otherwise provided, the attached Contract shall be governed by the laws of the State of Washington. Unless otherwise agreed, venue by any action shall be in Kitsap County, Washington.

### E. Safety and Construction

Northwest Water Systems, Inc., shall not be responsible for construction means, methods, techniques, sequences of procedures, or for safety precautions and programs in connection with the work performed by the Contractor(s) and any subContractors.

### F. Legal Relations

Any dispute, controversy or claim arising out of or relating to the attached Contract, or the breach, termination or invalidity thereof, shall be submitted for mediation prior to the commencement of other adjudicatory procedures. The dispute resolution procedure shall be implemented in any matter by written notice given by any party to the other party or parties to the attached Contract. The notice shall contain a statement of the nature of the dispute and the remedy sought. The parties shall make their principals available for a period of two (2) consecutive days during the thirty (30) days following the giving of notice of intent to mediate with the other party to the dispute.

Unless agreed upon otherwise by the parties signatory to the attached Contract, the location of the mediation shall be Port Orchard, Washington.

~~If settlement is agreed upon through mediation, the parties may agree that the settlement be reduced to writing and that the mediator shall be deemed to be arbitrating the sole purpose of signing that written settlement agreement which shall then have the same force and effect as an arbitral award.~~

In the event mediation fails, and legal action is brought by the client or Northwest Water Systems, Inc., against the other to enforce any of the obligations hereunder arising out of any dispute concerning the terms and conditions hereby created, then the prevailing party shall be entitled to reasonable attorney's fees, costs and expenses incurred in any action brought by either party under the terms of the attached Contract.

The client agrees to limit Northwest Water Systems, Inc., liability to the client and his assigns due to Northwest Water Systems, Inc., professional negligent acts, errors or omissions such that the total aggregate liability of Northwest Water Systems, Inc., to all those named shall not exceed the total of Northwest Water Systems, Inc. fee for services rendered on this project.

### G. Cost Estimates

Any cost estimates provided by Northwest Water Systems, Inc., will be on a basis of experience and judgement, but since it has no control over market conditions and bidding procedures, Northwest Water Systems, Inc., cannot warrant that bids or ultimate construction costs will not vary from these cost estimates.

### H. Deliverables

All deliverables are the property of the Client and shall not be released to any third parties without the express approval of the Client until they become part of the public record. All templates, "boilerplate", reports, drawings, standards, details, and automated processes used in, or developed during, the production of deliverables remain the property of Northwest Water Systems, Inc. and may be applied to projects for other clients at the discretion of Northwest Water Systems, Inc. Any inventions, patents, or copyrighted items or materials shall be the property of Northwest Water Systems, Inc.

### I. Termination

Contract may be terminated by mutual agreement between both parties. Contract may be terminated by Client if Northwest Water Systems, Inc. deliverables do not meet the standards required for approval by the Washington State Department of Health or if contract schedule is exceeded. Northwest Water Systems, Inc. may terminate the contract for non-payment of issued invoices in accordance with these Standard Provisions or the provisions of the contract, if Client is unable or unwilling to provide necessary information or access to facilities, or if Client is unable or unwilling to conform to the rules and regulations of the Washington State Department of Health or other agencies of jurisdiction.

### J. Severability

If any term, condition or provision of the attached Contract or these Standard Provisions, or the application to any circumstances is determined to be invalid or unenforceable to any extent, the remaining provisions of the attached Contract and these Standard Provisions shall not be affected, but shall remain valid and enforceable.

### K. Complete Agreement

## WATER SYSTEM REPORT

For the period 07/01/16 to 09/30/16

### Cash in Banks

		Notes
Well #6 Reserves	\$98,953.00	Bank Statements at 9/30/16
Water Main Line replacement	\$253,201.57	
OCCU - Savings	\$9,038.59	
OCCU - Checking	\$54,520.23	
<b>Total - Other Accounts</b>	<b><u>\$415,713.39</u></b>	

Key Operating Account	\$47,956.73	(not reconciled)
<b>Total - Operating Account</b>	<b><u>\$47,956.73</u></b>	

*Edward Jones -*

### INCOME

Payments	\$99,431.00
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<b>Total Income</b>	<b><u>\$99,431.00</u></b>
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### DISPURSEMENTS

#### Transfers

Reimbursement	\$120,000.00	water expenses FYE 2014, 15,
Well #6 Reserve	\$5,523.00	
Key Water Main. Acct.	\$9,205.00	
Credit Card Payment (?)	\$458.67	

#### Capital Expenditures

Meters	\$4,963.88
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#### Expenses

Lab Fees	\$356.50	
Management Fees	\$7,792.22	<i>Professional Services</i>
Utilities	\$3,880.51	
Repairs & Maintenance	\$258.20	
Supplies	\$9,987.95	includes new radio equip.
Public Works Well #6	\$20,545.95	
Postage & Office Expense	\$1,925.29	
Insurance	\$250.00	Travelers - paid Aug
Employee Education & Training	\$416.25	
Bank Fees	\$85.00	nsf check charges
Wages	\$760.50	Vince - July

<b>Total Expenses</b>	<b><u>\$46,258.37</u></b>
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