

Agenda for Board of Commissioners' Meeting #0314

December 14, 2023 at 10:00 AM

ZOOM and In Person Meeting

Beach Club, 121 Marina View Drive, Gallery Room, Port Ludlow WA 98365

You can join us in person, or live with Zoom audio on your computer or telephone. Use the following Computer Zoom Audio Link to join us with this Link:

<https://us06web.zoom.us/j/85928793883?pwd=zVhLqsjbnVri43EeiF5Vuh0y2BIUOn.1>

Meeting ID: 859 2879 3883

Passcode: 180750

For Telephone Audio-only: Dial 1 (253) 215-8782 and use the Meeting ID and Passcode above. This option will allow you to listen to the meeting live on our telephone. **If you wish to provide public comment press *9 to “raise your hand”.** Participation will be up to the Chair of the meeting.

If you do not have access to a phone, please email commish@pldd.org or districtadmin@pldd.org for help joining the meeting.

1. **Call to Order:**
2. **Roll Call:**
3. **Commissioner Communications:**
4. **Public Comment:**
5. **Agenda Approval:**
6. **Public Inquiries:**
- 6.a. **150 Resolute Lane Memo from Consulting Engineer Kerri Sidebottom.**

Recommended Action:

6.b. East Jefferson Fire Rescue Fire Station, JFR Fire Station, 7650 Oak Bay Road.

Recommended Action: Review the November 29, 2023 Memo from consulting Engineer Kerri Sidebottom of Gray and Osborne and provide direction.

6.c. North Bay Condominiums.

Recommended Action: Review request from North Bay Condominiums and recommendations from consulting Engineer Kerri Sidebottom of Gray and Osborne and provide direction.

7. Consent Agenda:

Item 7.a listed below on the consent agenda has been distributed to the Commissioners in advance for study and will be enacted by one motion. If separate discussion is desired on an item, that item may be removed from the Consent Agenda and placed on the Regular Agenda, at a specific time, at the request of any of the Commissioners.

7.a. Minutes November 9, 2023 Meeting #0313.

Consent Action: *Approve a motion to accept the Consent Agenda as presented.*

8. New Business:

8.a. 314 Voucher Summary: numbers 23-101 through 23-110 totaling \$6642.16 with \$975.65 for payroll, \$0 for supplies, and \$5,666.51 for services.

Recommended Action: Approve by motion the 314 Voucher Summary which includes \$400.00 of emergency maintenance At the East Jefferson Fire Station parking lot work performed by Yard Dogs Landscaping Inc. on November 15, 2023.

8.b. Approval of Resolution 2023-04 Updating the Policies and Procedures Relating to the Public Records Act (Chapter 42.56 RCW) approved with Resolution 2018-01.

Recommended Action: The Commissioners will consider approval of Resolution 2023-04 amending the location where public records can be viewed from the Training Room, Port Ludlow Fire and Rescue Station (PLFR), 7650 Oak Bay Road to the Beach Club, 121 Marina View Drive and amending 11. Procedures to state that records may be reviewed by appointment instead of during regular meetings of the District with the option of an appointment.

8.c. Approval of a two-year extension of the Contract with Gray & Osborne for On-call Engineering Services.

Recommended Action: Pursuant to Article 24 of the On-Call Contract with Gray and Osborne for Engineering Services, approve by motion a two-year extension of the contract.

8.d. Approved Task Order YA 2023-03 with Yard Dogs Landscaping, Inc.

Recommended Action: Approve by motion of Task Order YA 2023-03 with Yard dogs Landscaping Inc. for the installation of a liner in Area 33 on the Maintenance map (open space between Lots and on Resolute Lane for a not to exceed pre-sales tax cost of \$2,900.

8.e. Review of Port Ludlow Drainage District Resolution 2019-02 Delegating Administrative Authority.

Recommended Action: The Commissioners will review the resolution in relation to responsibilities.

9. Old Business

9.a. Web Site Content Review

Recommended Action: Discussion of possible adjustments to web site including the addition of a Contact tab.

10. Reports:

10.a. Financial Reports:

Recommended Action: The Commissioners will review the District's monthly reports and financial activities.

10.b. Recordings:

Recommended Action: The Commissioners will receive a report from the Administrative Coordinator summarizing the conclusions from a meeting to trouble-shoot audio issues with Zoom recordings.

11. Signing of the Documents will be done via Adobe E-Sign within 5 business days of the approval as provided for in Resolutions 2020-01 and 2020-02.

12. Meeting Adjournment.



MEMORANDUM

TO: PORT LUDLOW DRAINAGE DISTRICT
FROM: KERRI SIDEBOTTOM, P.E.
DATE: NOVEMBER 16, 2023
SUBJECT: 150 RESOLUTE LANE OPTIONS
PORT LUDLOW DRAINAGE DISTRICT,
JEFFERSON COUNTY, WASHINGTON
G&O #23429.00

Following a site visit by Commissioner Rygmyr and Nancy Lockett (Gray & Osborne) on October 12, 2023 and a discussion at the November 2023 Commissioner's Meeting, the Commissioners have requested a follow-up memo to recommend options for managing the water flowing down the Homeowner's driveway at 150 Resolute Lane.

The District's Maintenance Contractor removed debris from the ditch earlier in 2023, and following this, there does not appear to be any impediment to the free flow of water in the ditch. Additionally, Nancy Lockett had observed that the ditch flow line now appeared to be somewhat lower than the Homeowner's driveway, and that it would therefore be less likely that water may be percolating through the side wall of the ditch toward the driveway.

During the November 2023 Commissioner's Meeting, the possibility was brought up that the water could be groundwater or a spring, rather than runoff leaking through the ditch side. If that is the case, installing a liner or pipe within the ditch will likely not reduce the amount of water flowing into the driveway. However, as a first step, it is recommended that the District look into installing a liner within the ditch along the section where the Homeowner has observed the water, in order to rule out the possibility that the ditch is the cause of the water.

To prevent water migrating through the sides of the ditch to the driveway at 150 Resolute Lane, an impermeable barrier (i.e., 20 mil PVC or HDPE pond liner) could be installed in the ditch starting at the right-of-way line and continuing downstream for approximately 50 to 60 feet. The liner would be secured with soil nails at the top of the bank and held down in the bottom of the ditch by rocks. Commissioner Rygmyr has discussed this option with the District's Maintenance Contractor, who has agreed that they will be able to complete the installation. Commissioner Rygmyr will request a cost estimate for the labor and material to install the liner, but this option would likely cost several thousand dollars.



November 16, 2023

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Gray & Osborne also supplied the Commissioners with a Cost Estimate to design and install a pipe extending from the existing County stormwater system at Resolute Lane, approximately 60 feet along the ditch. This would entail additional design, materials, and construction management costs, and would be much more expensive than installing an impermeable liner. Because of the uncertainty about the source of the water, it is not recommended to pursue this more costly option at this time.

In addition to this, the Homeowner should consider installation of a curtain drain or trench drain along the front of his garage to intercept water flowing downhill along the impervious driveway surface. Because of the length and slope of the driveway, any runoff or water on the driveway surface will eventually drain to the garage downslope, following the natural topography of the site. The home is located generally at a low point in the area, where a natural channel likely existed prior to the development of the site. A curtain drain includes a shallow depth of drain rock, approximately 1 foot deep by 1 foot wide, with a perforated pipe laid within the rock to collect and convey water. A trench drain includes a plastic or metal channel overlaid by a plastic or metal grate to let water into the channel, so it is sloped toward an outlet. Trench drains are commonly installed at low points in driveways, and are available in materials that can support vehicle traffic. This drain should be tightlined to an outlet discharging into the channel at the back of the house. A French drain or curtain drain may also be considered along the edge of the driveway extending to an outlet to the drainage way at the back of the house in order to collect and divert water that accumulates in the vicinity of the ditch along the driveway edge. A French drain is similar to a curtain drain but is typically deeper and is primarily intended to collect and intercept groundwater rather than surface water.

The Homeowner and the County should also inspect the culvert and pipes in the vicinity of the driveway entrance in order to determine if any of the pipes may be compromised and may be leaking into the soil rather than containing the runoff. If any of the piped conveyance is in poor condition, particularly the culvert that crosses the driveway, this could be contributing to excess water flowing downhill along the driveway.

KS/sr



MEMORANDUM

TO: PORT LUDLOW DRAINAGE DISTRICT
FROM: KERRI SIDEBOTTOM, P.E.
DATE: NOVEMBER 29, 2023
SUBJECT: PORT LUDLOW FIRE AND RESCUE SITE
VISIT
PORT LUDLOW DRAINAGE DISTRICT,
JEFFERSON COUNTY, WASHINGTON
G&O #23429.00

As requested by the District, Commissioner Rygmyr and I visited the Port Ludlow Fire and Rescue (PLFR) office at approximately 1:00 p.m. on November 17, 2023. At the time of the site visit, the weather was clear and cool with no observable precipitation or active surface runoff. Commissioner Rygmyr noted that runoff was observed entering the furthest southwest corner of the parking lot earlier in the week, and that PLFR staff contacted him to investigate the issue. He observed that hydrant flushing was being conducted at the time, upslope of the PLFR office near McCurdy Lane and Pioneer Drive. The ravine upslope of the PLFR office appears to collect runoff from this area, and it is possible that the drainage issues observed recently were due primarily to the hydrant flushing, though a conveyance ditch adjacent to the parking lot may have also contributed to the problem. A map showing the location of the site, the PLDD boundary, and the upslope ravines is shown in Figure 1.

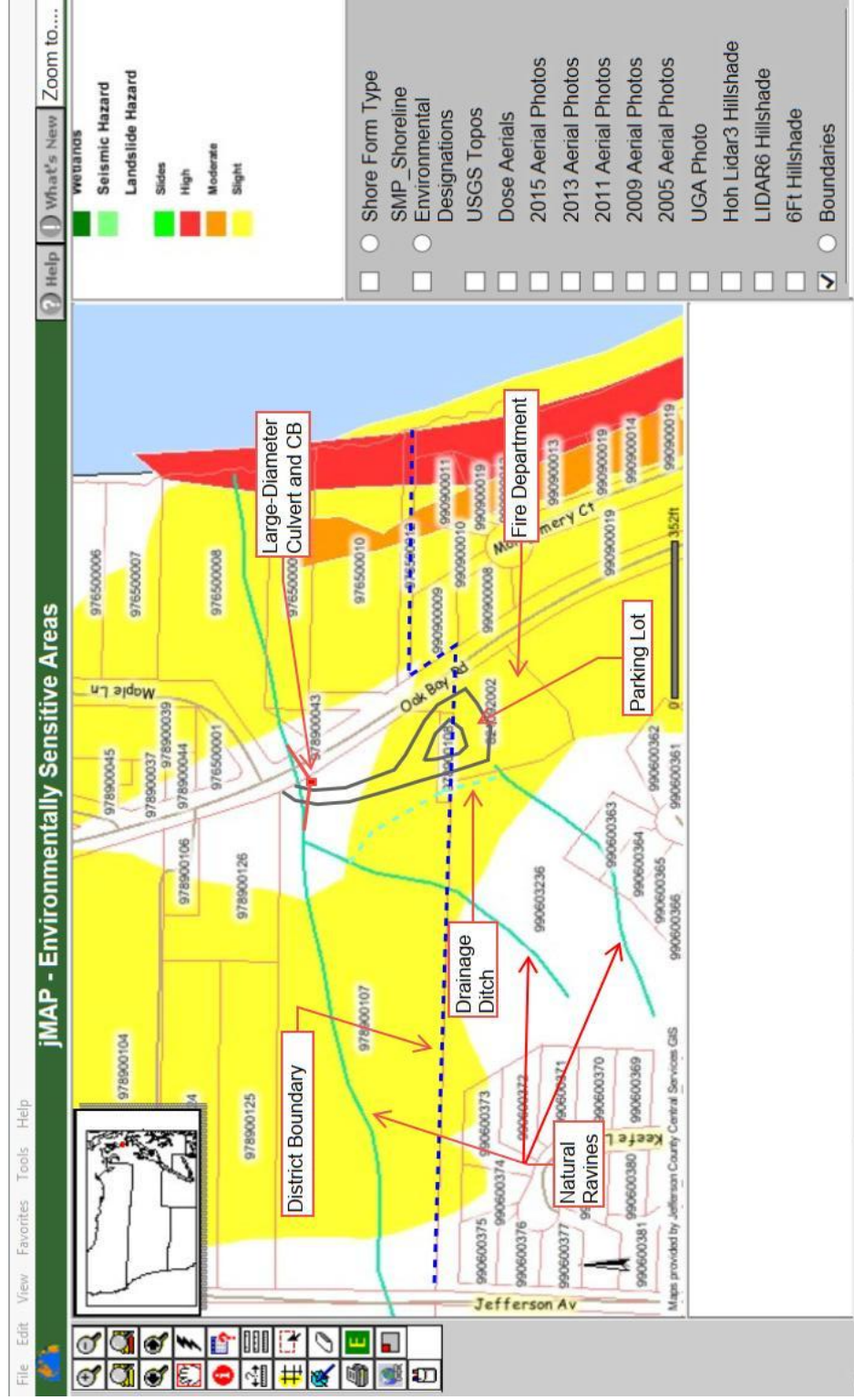


FIGURE 1
Fire Department Location and Drainage



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Page 3

PLFR staff provided the Site Plans for the parking lot renovation from 2015 for reference. During the site visit, we visually confirmed the location of the catch basins and other drainage elements on the parking lot site, though no survey was conducted. The parking lot includes a curtain drain along the west side of the driveway to collect runoff from the grassy area upslope of the parking lot to the west before it reaches the parking lot. This drain connects to a catch basin on the west side of the access driveway, which conveys runoff via a pipe to the northeast, daylighting to a ditch that flows to the northeast into a large catch basin. This catch basin collects runoff from the parking lot site and from a large upstream natural ravine to the west of the driveway, which is then piped in a large-diameter pipe to the east, below Oak Bay Road. During the site visit, no flow was observed coming from the curtain drain, though a large amount of flow was visible and audible in the pipe coming from the natural ravine. The Site Drainage Plans are attached to this memo.

Adjacent to the parking lot, upslope to the west, a drainage ditch was observed. Sediment was observed in the corner of the parking lot (Figure 2) that appeared to have been washed down from the drainage ditch. According to the Site Plans, the ditch appears to have existed prior to the parking lot project, and is located on the adjacent parcel to the PLFR office. Commissioner Rygymr indicated that this ditch is at least partially located on LMC property. During the site visit, the ditch was observed to be very overgrown with blackberries and other vegetation, and a clear flow channel within the ditch was not evident (Figures 3 and 4). It appeared that the ditch has not been cleared or maintained. The ditch runs from south to north, alongside the west side of the parking lot and driveway, conveying runoff down to a catch basin which brings the water across Oak Bay Road via the large diameter pipe previously noted.



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FIGURE 2

Sediment in Parking Area



November 29, 2023
Page 5



FIGURE 3

Looking Toward Ditch from Parking Area (Ditch is Within Vegetation Behind Hydrant)



November 29, 2023
Page 6



FIGURE 4

Looking North Along Ditch Line

During a prior site visit (after the initial drainage complaint), Commissioner Rygmyr instructed Yard Dogs to clear and grade two sections of the ditch, both approximately 10 feet in length. The first section is located at the bend in the ditch, where it turns northbound. The second cleared section is close to the property line approximately 60 feet further north along the ditch. The cleared sections are shown in Figures 5 and 6. Within the cleared sections of ditch, the bottom of the ditch was wet and muddy, but no water was flowing.



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FIGURE 5

Southern Cleared Section (Looking North)



November 29, 2023
Page 8



FIGURE 6

Northern Cleared Section (Looking North)

The District should consider clearing and grading the section of ditch that runs from south to north parallel to the parking lot and driveway. Further upslope, the ditch appears to originate within more of a natural ravine or channel, and therefore any work should be limited to the section of ditch downslope of the turn from easterly to northerly, so as not to disturb a natural channel area. If the velocity of water coming down the channel from the west is too high such that erosion occurs within the bend of the ditch, rock lining should be installed at the bend to protect the ditch sides. The ditch should be cleared and graded to provide a channel approximately 12 inches deep with gradual side slopes (preferably 3:1 H:V). The clearing work should be limited to the area within LMC property and within the PLDD boundary, as shown on Figure 1 and on the attached Drainage Plans.



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Hard piping or other more intensive improvements are not recommended at this time. An open ditch is easier to maintain in the future and provides a higher capacity of flow than a closed pipe at a lower material cost.

The PLFR has also been in contact with the Engineering Firm who designed the parking lot, Zenovic & Associates, Inc., who also visited the site following the initial drainage complaint to evaluate the drainage system. PLDD should ask PLFR to share any conclusions that the Engineer made regarding their site visit.

KS/sr



VICINITY MAP
Scale: NTS

PROJECT INFORMATION

APPLICANT: PORT LUDLOW FIRE AND RESCUE
7650 OAK BAY ROAD
PORT LUDLOW, WA 98365

OWNER: PORT LUDLOW FIRE AND RESCUE
7650 OAK BAY ROAD
PORT LUDLOW, WA 98365

PROPOSED PROJECT: DRIVEWAY AND DRAINAGE IMPROVEMENTS

ZONING: RR-5 - RURAL RESIDENTIAL

PARCEL NO.'S: 978-900-043, 978-900-107, 978-900-108, 821-092-002

DATE OF PREPARATION: JULY 2015

HORIZONTAL & VERTICAL DATUM

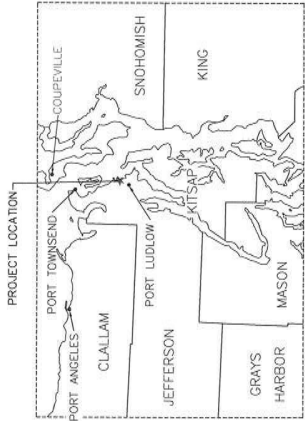
ASSUMED BY SURVEYOR

BENCHMARK

SURVEY SPIKE EAST OF
PROPANE TANK, POINT C101 AS
CALLED OUT ON SHEET C200;
ELEV. = 1,004.89

DRAWING INDEX

- G001 COVER SHEET WITH GENERAL NOTES
- C100 DEMOLITION PLAN
- C200 STORMWATER PLAN
- C201 DETAILS & NOTES



COUNTY MAP
Scale: NTS

COVER SHEET & NOTES

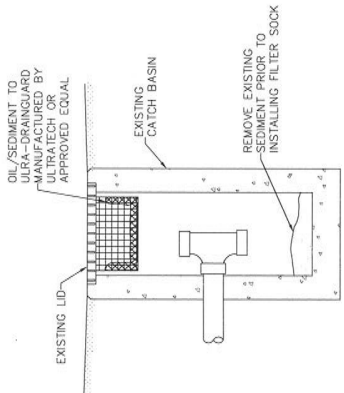
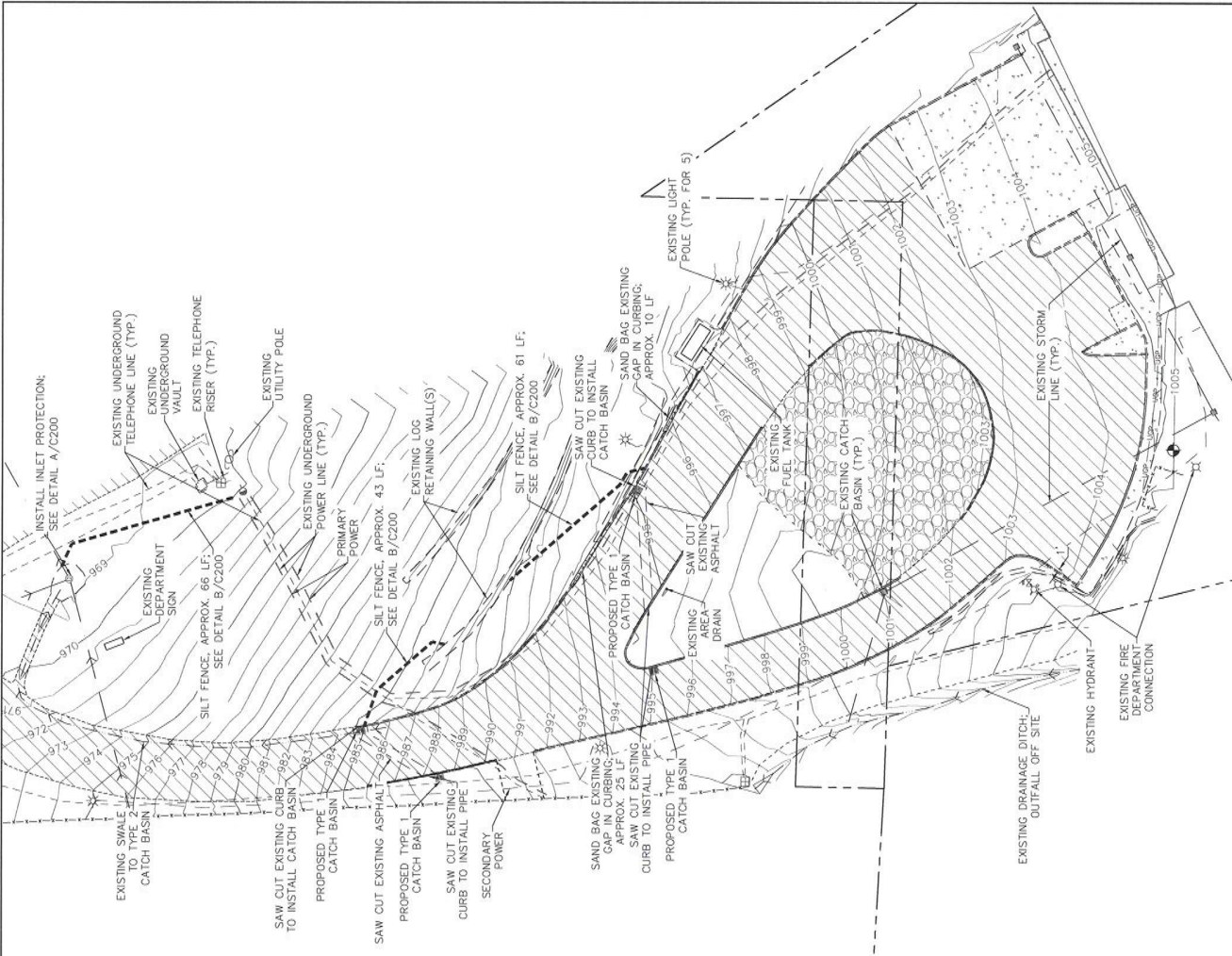
TITLE: DRIVEWAY AND DRAINAGE IMPROVEMENTS @ 7650 OAK BAY ROAD
CLIENT: JEFFERSON COUNTY PROJECT NO. 978-900-043
PORT LUDLOW FIRE AND RESCUE
7650 OAK BAY ROAD
PORT LUDLOW, WASHINGTON 98365

SCALE: NOT TO SCALE
FILE: 13305-PHASE_1
JOB NO: 13305
DATE: July 13, 2015
SET: BID



SHEET
1
GOOD

ZENOVIC & ASSOCIATES
INCORPORATED
301 E. 6TH STREET, SUITE 1
PORT ANGELES, WA 98362
PHONE: (360) 417-0501
FAX: (360) 417-0514
EMAIL: ZENOVIC@ZENOVIC.NET

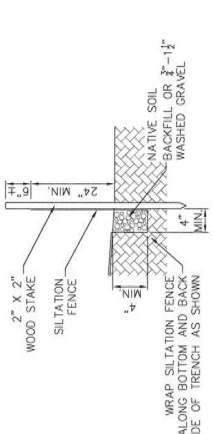
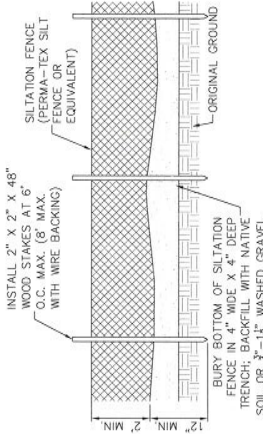


A INLET PROTECTION

Scale: NIS 200

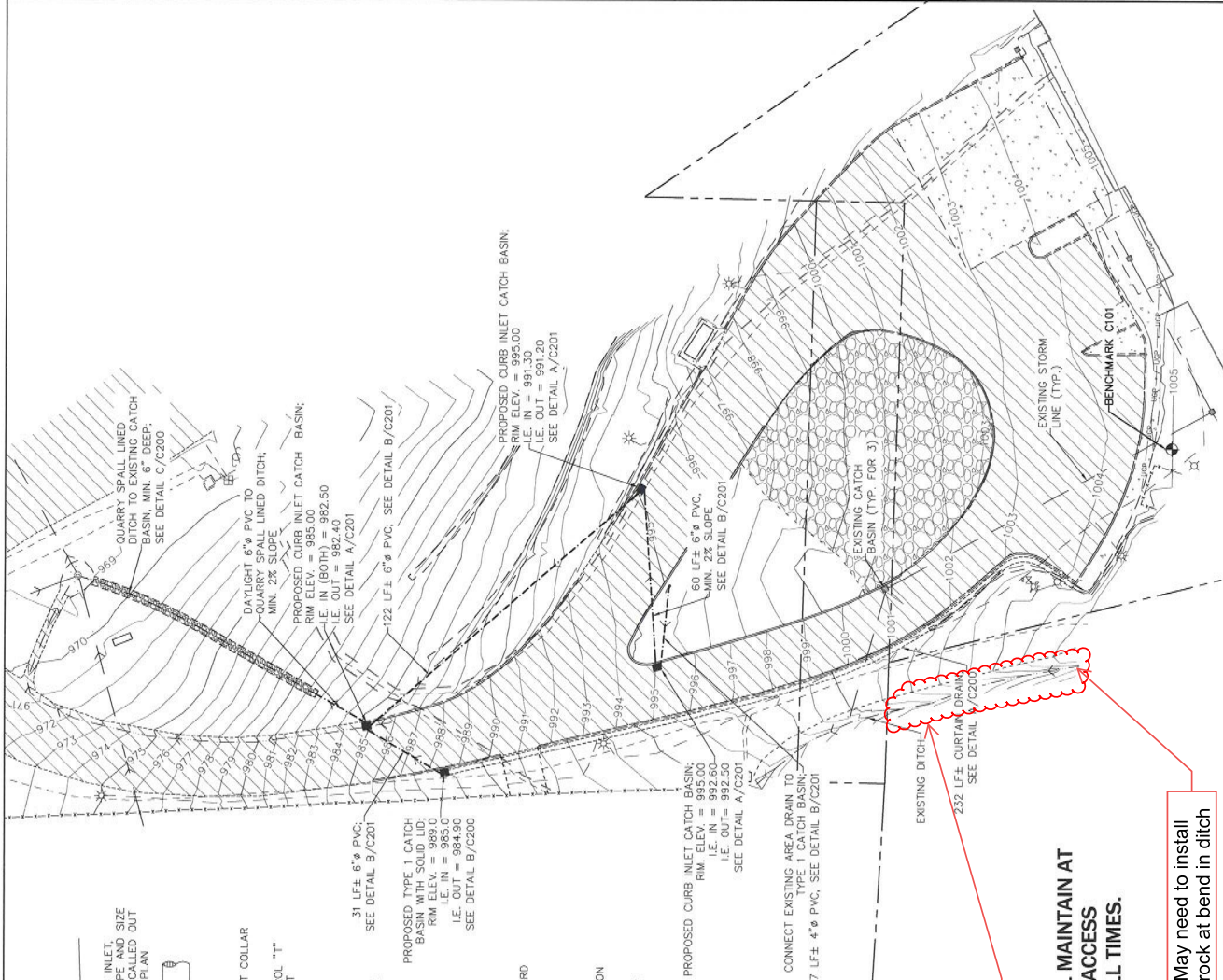
EROSION CONTROL NOTES:

1. ALL EROSION CONTROL MEASURES SHALL BE CONSISTENT WITH THE REQUIREMENTS OF THE STANDARD WATER MANAGEMENT MANUAL FOR WESTERN WASHINGTON (DCE, 2012).
2. ALL DISTURBED AREAS, EXCEPT THOSE ON WHICH ACTIVE CONSTRUCTION IS TAKING PLACE, SHALL BE PROTECTED WITH EROSION CONTROL OR PROTECTED WITH APPROPRIATE PLASTIC SHEETING WITHIN 2 DAYS OF DISTURBANCE. BETWEEN OCTOBER 1 AND APRIL 30 AND WITHIN 7 DAYS BETWEEN MAY 1 AND SEPTEMBER 30.
3. ALL EROSION CONTROL MEASURES SHALL BE INSPECTED MONTHLY AND AFTER MAJOR STORM EVENTS. ANY DEFICIENCIES SHALL BE REPAIRED IMMEDIATELY.
4. ANY MUD THAT IS CARRIED OFFSITE BY VEHICLE WHEELS AND DEPOSITED ON PUBLIC ROADWAYS SHALL BE CLEANED UP IMMEDIATELY.
5. ADJACENT PROPERTIES SHALL BE PROTECTED FROM SEDIMENT DEPOSITION BY APPROPRIATE USE OF VEGETATIVE BUFFER STRIPS, SEDIMENT BARRIERS, OR OTHER MEASURES, OR BY A COMBINATION OF THESE MEASURES.
6. VACUUM SLURRY AND CUTTINGS DURING SAMPLING OPERATIONS, DISPOSE OF COLLECTED MATERIALS IN A MANNER THAT DOES NOT VIOLATE ANY OTHER OR SURFACE WATER QUALITY STANDARDS.



B SILTATION FENCE DETAIL

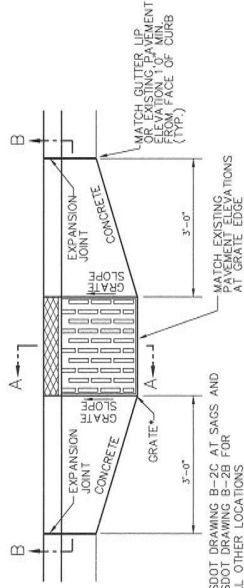
C200



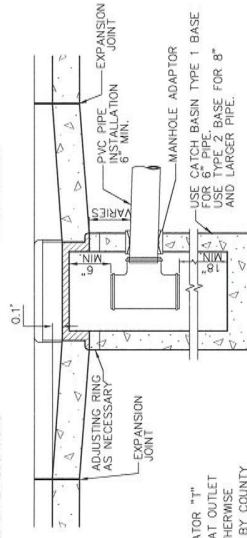
TRENCH NOTES:

1. ACP PATCH SHALL BE ROLLED AND NOT VIBRATED.
2. PLACE GRAVEL BASE/CSBC IN 8" HIGH LOOSE LIFTS AND COMPACT TO 95% OF MAXIMUM DRY DENSITY PER ASTM D-1557
3. WHERE CONCRETE PAVEMENT JOINT IS LESS THAN 4'-0" FROM SAWCUT, THE PAVEMENT SHALL BE REMOVED TO THAT JOINT.
4. TEMPORARY PATCHING WITH ASPHALT OR PLACEMENT OF STEEL PLATES IS REQUIRED WHEN TRAFFIC WILL CROSS TRENCH FOR MORE THAN 24 HOURS WITHOUT PERMANENT RESTORATION. STEEL PLATES SHALL HAVE COLD PATCH WEDGES ON TRAFFIC EDGES.
5. CALL FOR INSPECTION BY ENGINEER 24 HOURS PRIOR TO PLACING PIPE ZONE BACKFILL.

ALL WORK AND MATERIAL TO BE IN ACCORDANCE WITH THE CURRENT WASHINGTON STATE DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR ROAD, BRIDGE, AND MUNICIPAL CONSTRUCTION"

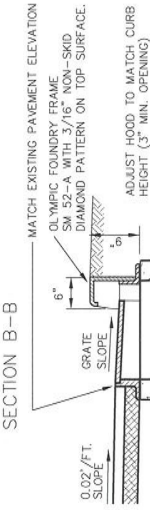


* USE WSDOT DRAWING B-2C AT SAGS AND WSDOT DRAWING B-2B FOR ALL OTHER LOCATIONS



NOTES:

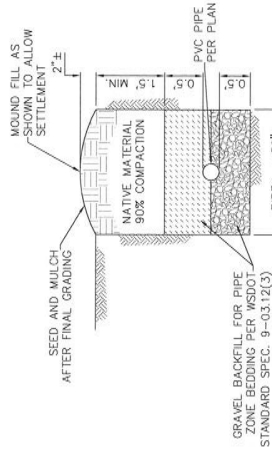
1. OIL SEPARATOR "T" REQUIRED AT OUTLET UNLESS OTHERWISE APPROVED BY COUNTY
2. CONCRETE CLASS 3000
3. CATCH BASIN BASE TO BE SET LEVEL. GRATE FRAME TO BE SHAVED TO MATCH LONGITUDINAL SLOPE.



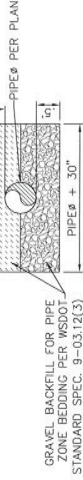
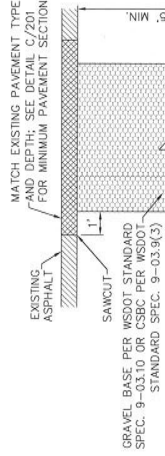
NOT TO SCALE

ALL WORK AND MATERIAL TO BE IN ACCORDANCE WITH THE CURRENT WASHINGTON STATE DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR ROAD, BRIDGE, AND MUNICIPAL CONSTRUCTION"

A CURB INLET CATCH BASIN
Scale: NTS



TRENCH IN LAWN



TRENCH UNDER ASPHALT

B TRENCH DETAILS
Scale: NTS

REVISIONS:	DATE	MARK	NOTE

DETAILS & NOTES

CLIENT: PORT LUDLOW FIRE AND RESCUE
7650 OAK BAY ROAD
PORT LUDLOW, WASHINGTON 98365

SCALE: NOT TO SCALE
FILE: 13305-PHASE_1
JOB NO: 13305
DATE: July 13, 2015
SER: BID



Case Number: 2023-02

Port Ludlow Drainage District (PLDD)
P.O. Box 65261, Port Ludlow, WA 98365

Inquiry Form: This form should be used to submit inquiries to the Port Ludlow Drainage District. Maps of the PLDD boundaries and infrastructure can be found on the District's Bulletin Board located near the Beach Club office, 121 Marina View Drive, Port Ludlow or on the District's website at <https://www.pldd.org/about/index.php>

Contact Information:

Name:

Asst. Chief Brian Tracer and Chief Black

Address:

7650 Oak Bay Road, Port Ludlow WA 98365

Contact phone number/email

Inquiry Information: Is your inquiry related to a specific address or Port Ludlow Drainage District Facility? If so, please provide the address or location.

Inquiry Description: If the inquiry is related to a drainage question, please feel free to send any details related to your inquiry such as photos and maps.

Phone call to Chair Rygmyr regarding water flowing near the corner of the parking lot. Emergency brush removal was performed by Yard Dogs Landscaping on 11/15/2023.

Have you contacted the Port Ludlow Drainage District Previously? If so please explain the reason and outcome?

Case Number: 2023-02

Summary Log of PLDD Response to Inquiry:

Conclusions:

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Site Visits

11/15/2023	Emergency brush removal authorized by Chair Rygmyr
11/17/2023	Site visit with Chair Rygmyr and Engineer Kerri Sidebottom
12/1/2023	Chair Rygmyr site visit. No drainage concern observed.

Inquiry Considered at a Meeting

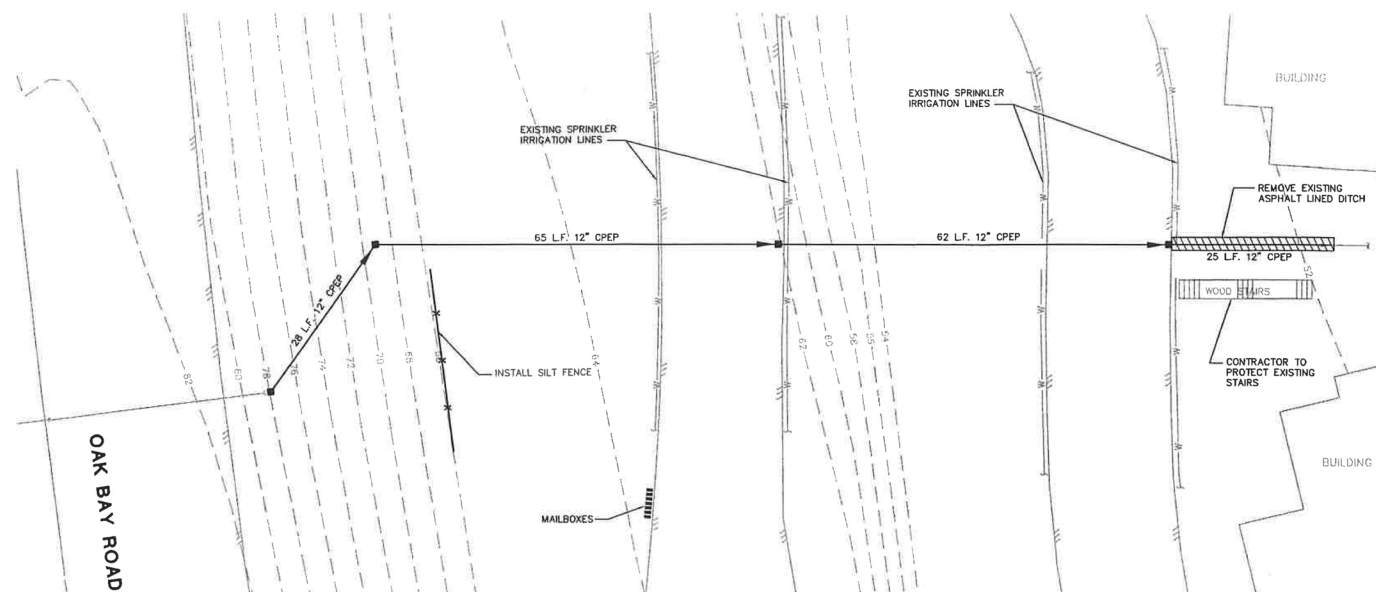
Date/Meeting Number	Summary Discussion and Action from the Meeting (s)
12/14/2023	

Log of Written Communications

Date	From:	To:	Subject
11/29/2023	Kerri Sidebottom	Commissioners	Site visit summary

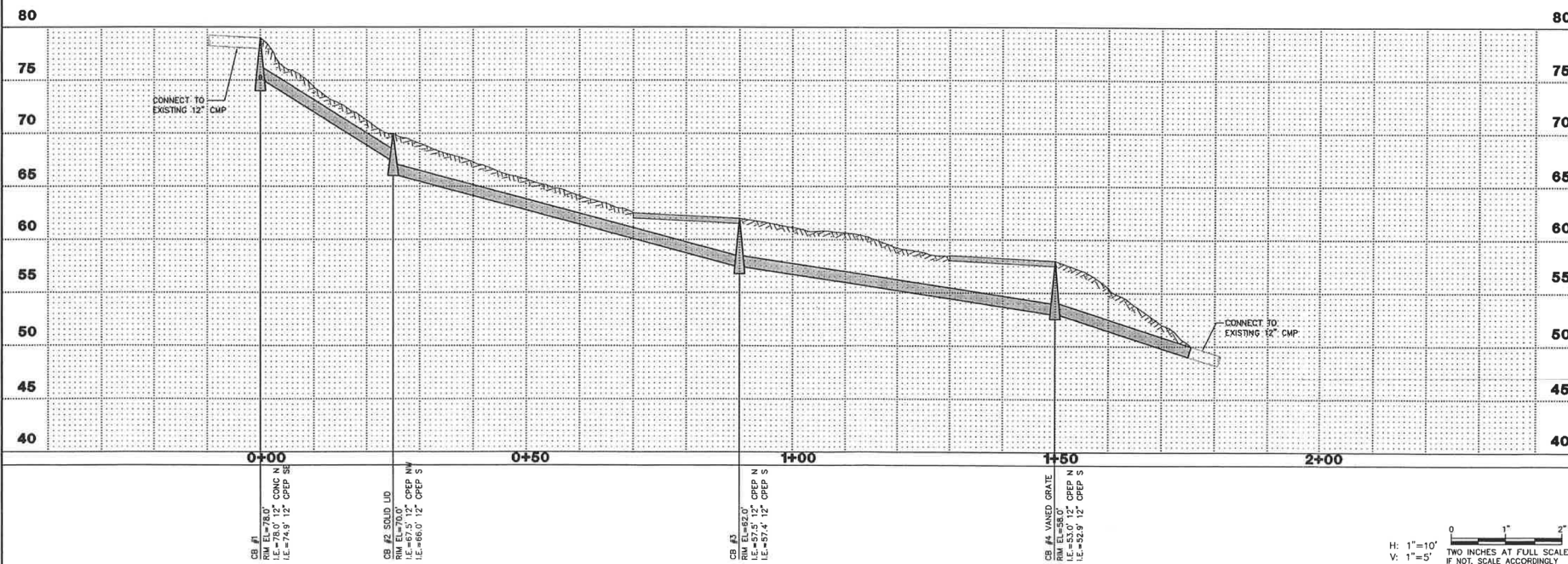
Attachments:

Photos, Maps, Written Communications.



GENERAL CONSTRUCTION NOTES

1. A copy of these approved plans and applicable specifications and details shall be on site during construction.
2. The contractor shall have all utilities verified on the ground prior to any construction. Call (1-800-424-5555) at least 48 hours in advance. The owner and the owner's engineer shall be contacted immediately if a conflict exists.
3. Locations of existing utilities are approximate. It shall be the contractor's responsibility to determine the true elevations and locations of hidden utilities.
4. During construction, all public streets adjacent to this project shall be kept clean of all material deposits resulting from on-site construction, and existing structures shall be protected as directed by the owner.
5. Topographic information provided on these plans is from an April 2001 aerial survey by Walker & Associates. Contours and features are approximate in areas of dense vegetation.
6. Alignment is intended to avoid large trees and landscaping.
7. Local electrical service for street lighting may be in work area.



Gray & Osborne, Inc.
CONSULTING ENGINEERS
701 DEXTER AVENUE NORTH SUITE 200
SEATTLE, WASHINGTON 98107 (206) 844-0800

DATE: FEB. 2003
SCALE: NOTED
DRAWN: R.A.H.
CHECKED: B.P.B.
APPROVED: B.P.B.

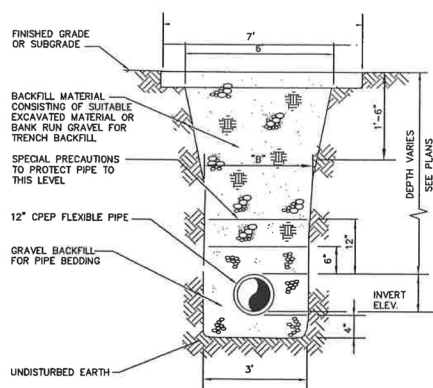
DATE: APR. 2003
REVISION: No.



**PORT LUDLOW
DRAINAGE DISTRICT**
JEFFERSON COUNTY WASHINGTON
**PORT LUDLOW CONDOS NO. 2
DRAINAGE IMPROVEMENTS**

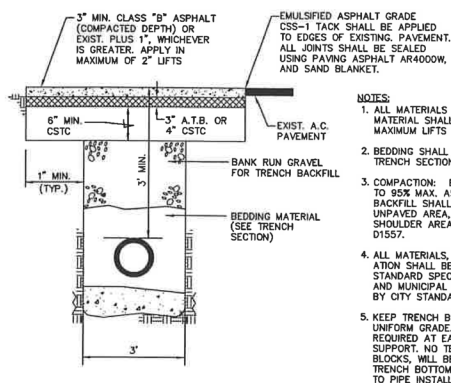
SHEET: 1
OF: 2

JOB NO.: 02448.01
DWG: PLANPRO



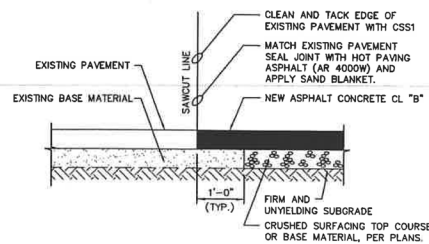
TRENCH SECTION - FLEXIBLE PIPE

NOT TO SCALE



PAVEMENT REPAIR DETAIL

NOT TO SCALE



BUTT JOINT DETAIL

NOT TO SCALE

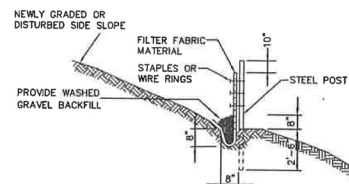
NOTES:

1. THE TRENCH SECTIONS SHOWN ON THE PLANS ARE FOR THE PAYMENT LIMITS FOR FOUNDATION MATERIAL AND BANK RUN GRAVEL FOR TRENCH BACKFILL. PAYMENT FOR ALL FOUNDATION MATERIAL AND BANK RUN GRAVEL FOR TRENCH BACKFILL SHALL BE COMPUTED FROM THE MEASUREMENT OF THE CONSTRUCTED TRENCH SECTION, TO THE MAXIMUM LIMITS AS INDICATED IN THE TABLES.

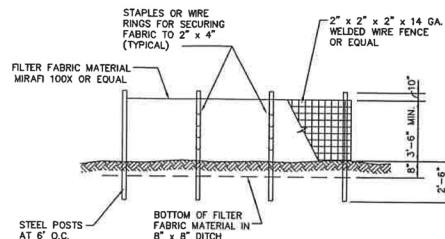
2. WHERE A "NEW ROADWAY SECTION" OR PAVEMENT REPAIR IS PROPOSED, THE TRENCH SECTION PAYMENT LIMIT LINE WILL BE BOUNDED AT THE TOP BY BOTTOM OF NEW ROAD BALLAST, PER TYPICAL ROADWAY SECTION DETAILS.

NOTES:

1. ALL MATERIALS EXCEPT A.C.P. AND BEDDING MATERIAL SHALL BE COMPACTED IN 6-INCH MAXIMUM LIFTS TO 95% DENSITY.
2. BEDDING SHALL CONFORM TO APPLICABLE TRENCH SECTION DETAIL.
3. COMPACTION: BEDDING SHALL BE COMPACTED TO 95% MAX. AS DETERMINED BY ASTM D1557. BACKFILL SHALL BE COMPACTED TO 95% IN UNPAVED AREA, AND 95% IN PAVED OR SHOULDER AREAS AS DETERMINED BY ASTM D1557.
4. ALL MATERIALS, WORKMANSHIP, AND INSTALLATION SHALL BE IN CONFORMANCE WITH THE STANDARD SPECIFICATIONS FOR ROAD, BRIDGE AND MUNICIPAL CONSTRUCTION AS AMENDED BY CITY STANDARDS.
5. KEEP TRENCH BOTTOM COMPACTED WITH UNIFORM GRADE. A BELL JOINT SHALL BE REQUIRED AT EACH JOINT FOR PROPER SUPPORT. NO TEMPORARY SUPPORTS, I.E. BLOCKS, WILL BE ALLOWED TO SUPPORT PIPE. TRENCH BOTTOM SHALL BE TO GRADE PRIOR TO PIPE INSTALLATION.



CROSS SECTION

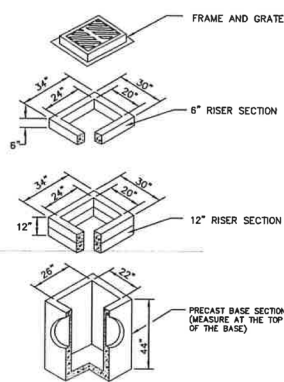


ELEVATION

NOT TO SCALE

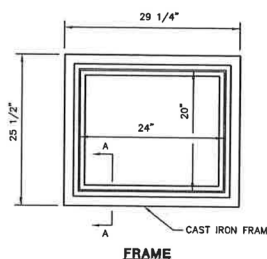
NOTES:

1. WHERE POSSIBLE, MAINTAIN NATURAL VEGETATION FOR SILT CONTROL.
2. TEMPORARY SILTATION TO BE CONSTRUCTED BY PLACING FILTER FABRIC FENCES ACROSS SWALES UTILIZING FILTER SYSTEM PRIOR TO DISCHARGE.
3. ALL TEMPORARY SILTATION SHALL BE MAINTAINED IN A SATISFACTORY CONDITION UNTIL SUCH TIME THAT CLEARING AND/OR CONSTRUCTION IS COMPLETED AND SURFACE RESTORATION HAS BEEN COMPLETED.
4. RETURN SILTATION CONTROL AREAS TO ORIGINAL GROUND CONDITIONS.

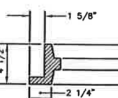


CATCH BASIN TYPE 1

NOT TO SCALE



FRAME



SECTION A-A

CATCH BASIN
FRAME AND GRATE

NOT TO SCALE

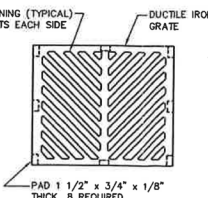
STANDARD EROSION AND SEDIMENT CONTROL (ESC) PLAN NOTES

1. Approval of this erosion and sedimentation control (ESC) plan does not constitute an approval of permanent road or drainage design (e.g., size and location of roads, pipes, restrictors, channels, retention facilities, utilities, etc.).
2. The implementation of these ESC plans and the construction, maintenance, replacement, and upgrading of these ESC facilities is the responsibility of the applicant/esc supervisor for the duration of construction.
3. The boundaries of the clearing limits shown on this plan shall be clearly flagged by a continuous length of survey tape (or fencing, if required) prior to construction. During the construction period, no disturbance beyond the clearing limits shall be permitted. The clearing limits shall be maintained by the applicant/esc supervisor for the duration of construction.
4. The ESC facilities shown on this plan must be constructed prior to or in conjunction with all clearing and grading so as to ensure that the transport of sediment to surface waters, drainage systems, and adjacent properties is minimized.
5. The ESC facilities shown on this plan are the minimum requirements for anticipated site conditions. During the construction period, these ESC facilities shall be upgraded as needed for unexpected storm events and modified to account for changing site conditions (e.g., additional pump pumps, relocation of ditches and silt fences, etc.).
6. The ESC facilities shall be inspected daily by the applicant/esc supervisor and maintained to ensure continued proper functioning. Written records shall be kept of weekly reviews of the ESC facilities during the wet season (Oct. 1 to April 30) and of monthly reviews during the dry season (May 1 to Sept. 30).
7. Any areas of exposed soils, including roadway embankments, that will not be disturbed for two days during the wet season or seven days during the dry season shall be immediately stabilized with the approved ESC methods (e.g., seeding, mulching, plastic covering, etc.).
8. Any area needing ESC measures that do not require immediate attention shall be addressed within fifteen (15) days.
9. The ESC facilities on inactive sites shall be inspected and maintained a minimum of once a month or within forty eight (48) hours following a storm event.
10. At no time shall more than one (1) foot of sediment be allowed to accumulate within a catch basin. All catch basins and conveyance lines shall be cleaned prior to paving. The cleaning operation shall not flush sediment-laden water into the downstream system.
13. Where straw mulch for temporary erosion control is required, it shall be applied at a minimum thickness of 2 to 3 inches.
14. Prior to beginning of the wet season (Oct. 1), all disturbed areas shall be reviewed to identify which ones can be seeded in preparation for the winter rains. Disturbed areas shall be seeded within one week of the beginning of the wet season. A sketch map of those areas to be seeded and in those areas to remain uncovered shall be submitted to the DDES inspector. The DDES inspector can require seeding of additional areas in order to protect surface waters, adjacent properties, or drainage facilities.

CONSTRUCTION SEQUENCE

A detailed construction sequence is needed to ensure that erosion and sediment control measures are applied at the appropriate times. A recommended construction sequence is provided below:

1. Hold the pre-construction meeting.
2. Flag or fence clearing limits.
3. Post a sign with the name and phone number of the ESC supervisor.
4. Install catch basin protection, if required.
5. Grade and install construction entrance(s).
6. Install perimeter protection (silt fence, brush barrier, etc.).
7. Construct sediment ponds and traps.
8. Grade and stabilize construction roads.
9. Construct surface water controls (interceptor dikes, pipe slope drains, etc.) simultaneously with clearing and grading for project development.
10. Maintain erosion control measures in accordance with King County standards and manufacturer's recommendations.
11. Relocate surface water controls or erosion control measures, or install new measures so that as site conditions change, the erosion and sedimentation control is always in accordance with the Jefferson County Erosion and Sediment Control Standards.
12. Cover all areas that will be unworked for more than seven days during the dry season or two days during the wet season with straw, wood fiber mulch, compost, plastic sheeting, or equivalent.
13. Stabilize all areas within seven days of reaching final grade.
14. Seed or sod any areas to remain unworked for more than 30 days.
15. Upon completion of the project, stabilize all disturbed areas and remove BMs if appropriate.



GRATE

NOTES:

1. MATERIAL SHALL CONFORM TO THE "2001 STANDARD SPECIFICATIONS FOR ROAD, BRIDGE AND MUNICIPAL CONSTRUCTION" PREPARED BY THE WASHINGTON STATE DEPARTMENT OF TRANSPORTATION AND AMERICAN PUBLIC WORKS ASSOCIATION, WASHINGTON STATE CHAPTER.

0 1' 2'
TWO INCHES AT FULL SCALE.
IF NOT, SCALE ACCORDINGLY

Gray & Osborne, Inc.
CONSULTING ENGINEERS
1000 1ST AVENUE, SUITE 1000
SEATTLE, WASHINGTON 98101 (206) 364-0660

DATE: FEB. 2003
SCALE: NOTED
DRAWN: R.A.H.
CHECKED: B.P.E.
APPROVED: B.P.E.

DATE: APR 03
REVISION: No.



**PORT LUDLOW
DRAINAGE DISTRICT**
JEFFERSON COUNTY
WASHINGTON

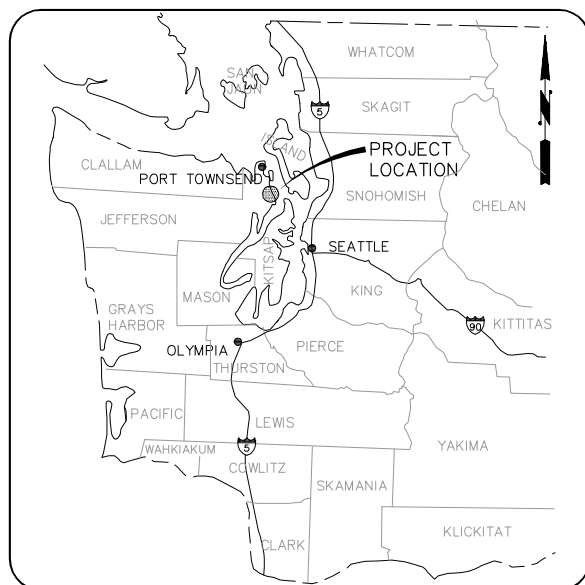
**PORT LUDLOW CONDOS NO. 2
DRAINAGE IMPROVEMENTS**

SHEET: 2
OF: 2

JOB NO.: 02448.01
DWG: DETAILS

PORT LUDLOW DRAINAGE DISTRICT NORTH BAY CONDOMINIUMS II DRAINAGE IMPROVEMENT PROJECT

CONSTRUCTION PLANS



VICINITY MAP

NOT TO SCALE

PROJECT LOCATION: SECTION 9, TOWNSHIP 28 N,
RANGE 1 E, JEFFERSON COUNTY, WASHINGTON

PROJECT PROPONENT/APPLICANT

PORT LUDLOW DRAINAGE DISTRICT
CONTACT: WALT CAIRNS
PHONE: (360) 437-0503

ENGINEERING CONSULTANT

GRAY & OSBORNE, INC.
701 DEXTER AVENUE NORTH, SUITE 200
SEATTLE, WASHINGTON 98109

CONTACT: NANCY LOCKETT, P.E.
PHONE: (206) 284-0860

LIST OF DRAWINGS

SHEET	DESCRIPTION
COVER	VICINITY MAP AND SHEET INDEX
1	SYMBOL LEGEND, T.E.S.C. NOTES AND CONSTRUCTION SEQUENCE
2	EXISTING SITE PLAN
3	PROPOSED SITE PLAN
4	PROPOSED SITE PLAN
5	DETAILS
6	T.E.S.C. DETAILS

SYMBOL LEGEND

EXISTING	PROPOSED	DESCRIPTION	EXISTING	PROPOSED	DESCRIPTION
		CURB & GUTTER			MAIL BOX (NOTED)
		ASPHALT PAVEMENT			SIGN
		GRAVEL SURFACING			RIP RAP
		CONCRETE SURFACING			EMBANKMENT
		CONCRETE SIDEWALK			TREE (CONIFER)
		RIGHT-OF-WAY LINE			TREE (DECIDUOUS)
		CENTERLINE OF ROADWAY			SHRUBS
		PROPERTY LINE			WET LANDS
		PERMANENT EASEMENT LINE			BUILDINGS
		TEMPORARY EASEMENT LINE			ROCK WALL
		CONTOUR LINE			ELEVATION POINT
		BURIED ELECTRICAL			MONUMENT
		BURIED TELEPHONE			BORING AND TEST PIT LOCATIONS
		WATER MAIN (SIZE AS NOTED)			SECTION CORNER
		GAS MAIN			1/4 CORNER
		IRRIGATION LINE			ANGLE POINT / CONTROL POINT
		SANITARY SEWER			BENCH MARK
		STORM DRAIN (SIZE AS NOTED)			OWNERSHIP TIE
		SANITARY SEWER FORCE MAIN			DETAIL NUMBER
		DITCH			REFERENCE SHEET
		CULVERT (SIZE & TYPE AS NOTED)			
		FENCE (TYPE AS NOTED)			
		FENCE (WITH GATE)			
		POWER VAULT			
		TELEPHONE VAULT			
		TELEPHONE MANHOLE			
		MANHOLE OR DRYWELL (AS NOTED)			
		CLEANOUT			
		TYPE 1 CATCH BASIN OR CURB INLET			
		TYPE 2 CATCH BASIN			
		POLE WITH GUY WIRE			
		POWER / TELEPHONE / GUY POLE			
		LUMINAIRE			
		YARD LIGHT			
		JUNCTION BOX (AS NOTED)			
		GATE VALVE			
		BUTTERFLY VALVE			
		WATER METER			
		FIRE HYDRANT			
		REDUCER			
		THRUST BLOCK			
		TRANSITION COUPLING OR FLANGE COUPLING ADAPTER			
		CAP/PLUG			
		BLOW-OFF			
		WELL			

STANDARD EROSION AND SEDIMENT CONTROL (ESC) PLAN NOTES

- APPROVAL OF THIS EROSION AND SEDIMENTATION CONTROL (ESC) PLAN DOES NOT CONSTITUTE AN APPROVAL OF PERMANENT ROAD OR DRAINAGE DESIGN (E.G., SIZE AND LOCATION OF ROADS, PIPES, RESTRICTORS, CHANNELS, RETENTION FACILITIES, UTILITIES, ETC.).
- THE IMPLEMENTATION OF THESE ESC PLANS AND THE CONSTRUCTION, MAINTENANCE, REPLACEMENT, AND UPGRADING OF THESE ESC FACILITIES IS THE RESPONSIBILITY OF THE CONTRACTOR UNTIL ALL CONSTRUCTION IS APPROVED.
- THE BOUNDARIES OF THE CLEARING LIMITS SHOWN ON THIS PLAN SHALL BE CLEARLY FLAGGED BY A CONTINUOUS LENGTH OF SURVEY TAPE (OR FENCING, IF REQUIRED) PRIOR TO CONSTRUCTION. DURING THE CONSTRUCTION PERIOD, NO DISTURBANCE BEYOND THE CLEARING LIMITS SHALL BE PERMITTED. THE CLEARING LIMITS SHALL BE MAINTAINED BY THE CONTRACTOR FOR THE DURATION OF CONSTRUCTION.
- THE ESC FACILITIES SHOWN ON THIS PLAN MUST BE CONSTRUCTED PRIOR TO OR IN CONJUNCTION WITH ALL CLEARING AND GRADING SO AS TO ENSURE THAT THE TRANSPORT OF SEDIMENT TO SURFACE WATERS, DRAINAGE SYSTEMS, AND ADJACENT PROPERTIES IS MINIMIZED.
- THE ESC FACILITIES SHOWN ON THIS PLAN ARE THE MINIMUM REQUIREMENTS FOR ANTICIPATED SITE CONDITIONS. DURING THE CONSTRUCTION PERIOD, THESE ESC FACILITIES SHALL BE UPGRADED AS NEEDED FOR UNEXPECTED STORM EVENTS AND MODIFIED TO ACCOUNT FOR CHANGING SITE CONDITIONS (E.G., ADDITIONAL SUMP PUMPS, RELOCATION OF DITCHES AND SILT FENCES, ETC.).
- THE ESC FACILITIES SHALL BE INSPECTED DAILY BY THE CONTRACTOR AND MAINTAINED TO ENSURE CONTINUED PROPER FUNCTIONING. WRITTEN RECORDS SHALL BE KEPT OF WEEKLY REVIEWS OF THE ESC FACILITIES DURING THE WET SEASON (OCT. 1 TO APRIL 30) AND OF MONTHLY REVIEWS DURING THE DRY SEASON (MAY 1 TO SEPT. 30).
- ANY AREAS OF EXPOSED SOILS, INCLUDING ROADWAY EMBANKMENTS, THAT WILL NOT BE DISTURBED FOR TWO DAYS DURING THE WET SEASON OR SEVEN DAYS DURING THE DRY SEASON SHALL BE IMMEDIATELY STABILIZED WITH THE APPROVED ESC METHODS (E.G., SEEDING, MULCHING, PLASTIC COVERING, ETC.).
- ANY AREA NEEDING ESC MEASURES THAT DO NOT REQUIRE IMMEDIATE ATTENTION SHALL BE ADDRESSED WITHIN FIFTEEN (15) DAYS.
- THE ESC FACILITIES ON INACTIVE SITES SHALL BE INSPECTED AND MAINTAINED A MINIMUM OF ONCE A MONTH OR WITHIN FORTY EIGHT (48) HOURS FOLLOWING A STORM EVENT.
- AT NO TIME SHALL MORE THAN ONE (1) FOOT OF SEDIMENT BE ALLOWED TO ACCUMULATE WITHIN A CATCH BASIN. ALL CATCH BASINS AND CONVEYANCE LINES SHALL BE CLEANED PRIOR TO PAVING. THE CLEANING OPERATION SHALL NOT FLUSH SEDIMENT-LADEN WATER INTO THE DOWNSTREAM SYSTEM.
- WHERE STRAW MULCH FOR TEMPORARY EROSION CONTROL IS REQUIRED, IT SHALL BE APPLIED AT A MINIMUM THICKNESS OF 3 INCHES.
- PRIOR TO BEGINNING OF THE WET SEASON (OCT. 1), ALL DISTURBED AREAS SHALL BE REVIEWED TO IDENTIFY WHICH ONES CAN BE SEEDING IN PREPARATION FOR THE WINTER RAINS. DISTURBED AREAS SHALL BE SEEDING WITHIN ONE WEEK OF THE BEGINNING OF THE WET SEASON. A SKETCH MAP OF THOSE AREAS TO BE SEEDING AND IN THOSE AREAS TO REMAIN UNCOVERED SHALL BE SUBMITTED TO THE INSPECTOR. THE INSPECTOR CAN REQUIRE SEEDING OF ADDITIONAL AREAS IN ORDER TO PROTECT SURFACE WATERS, ADJACENT PROPERTIES, OR DRAINAGE FACILITIES.

CONSTRUCTION SEQUENCE

A DETAILED CONSTRUCTION SEQUENCE IS NEEDED TO ENSURE THAT EROSION AND SEDIMENT CONTROL MEASURES ARE APPLIED AT THE APPROPRIATE TIMES. A RECOMMENDED CONSTRUCTION SEQUENCE IS PROVIDED BELOW:

- HOLD THE PRE-CONSTRUCTION MEETING.
- CONSTRUCT SURFACE WATER CONTROLS (INTERCEPTOR DIKES, PIPE SLOPE DRAINS, ETC.) SIMULTANEOUSLY WITH CLEARING AND GRADING FOR PROJECT DEVELOPMENT.
- MAINTAIN EROSION CONTROL MEASURES IN ACCORDANCE WITH JEFFERSON COUNTY STANDARDS AND MANUFACTURER'S RECOMMENDATIONS.
- RELOCATE SURFACE WATER CONTROLS OR EROSION CONTROL MEASURES, OR INSTALL NEW MEASURES SO THAT AS SITE CONDITIONS CHANGE, THE EROSION AND SEDIMENTATION CONTROL IS ALWAYS IN ACCORDANCE WITH THE JEFFERSON COUNTY EROSION AND SEDIMENT CONTROL STANDARDS.
- UPON COMPLETION OF THE PROJECT, STABILIZE ALL DISTURBED AREAS AND REMOVE BMPs IF APPROPRIATE.

0 1" 2"
TWO INCHES AT FULL SCALE.
IF NOT, SCALE ACCORDINGLY



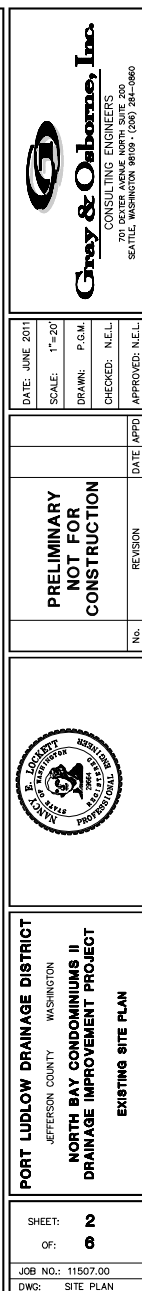
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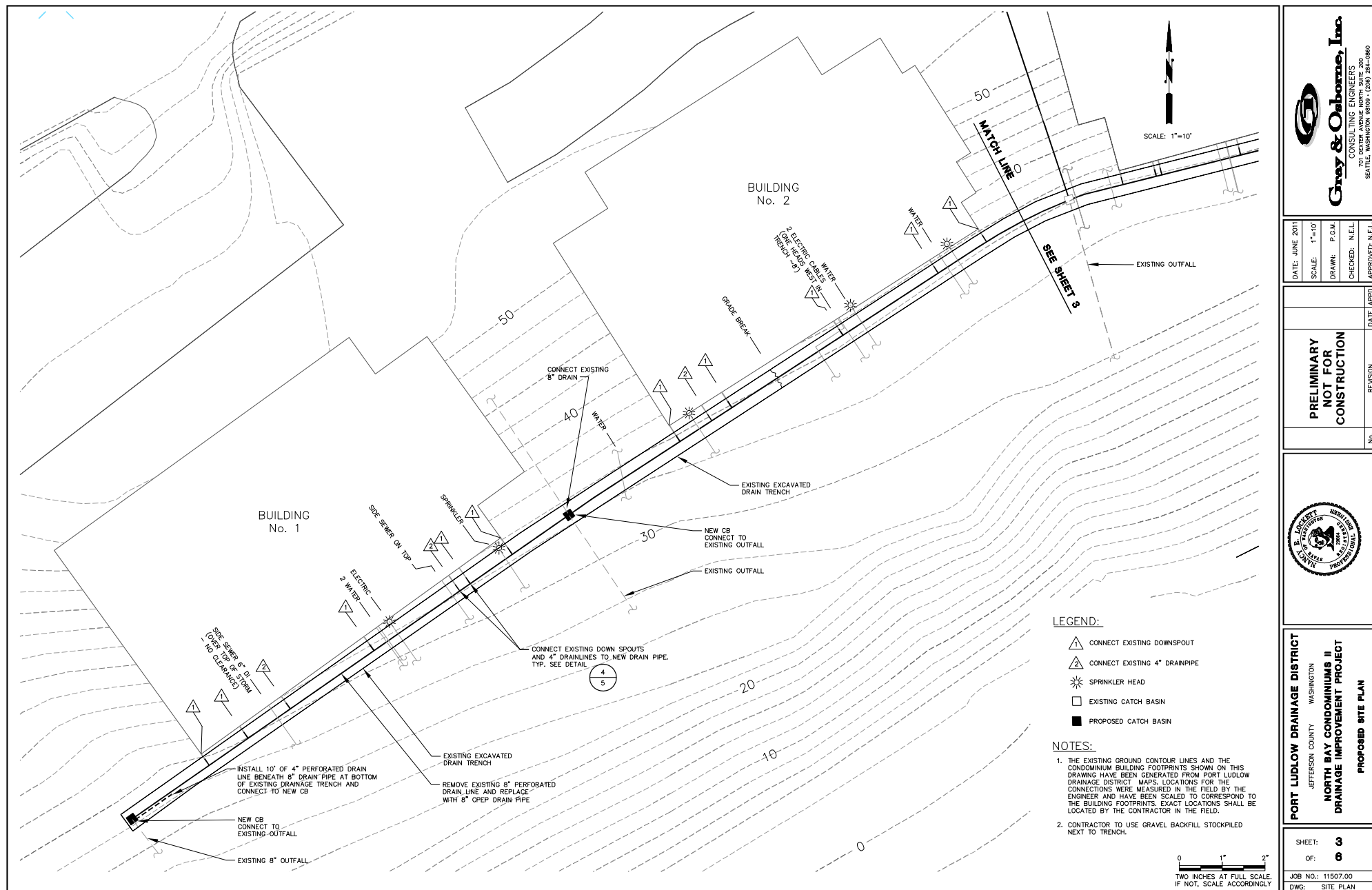
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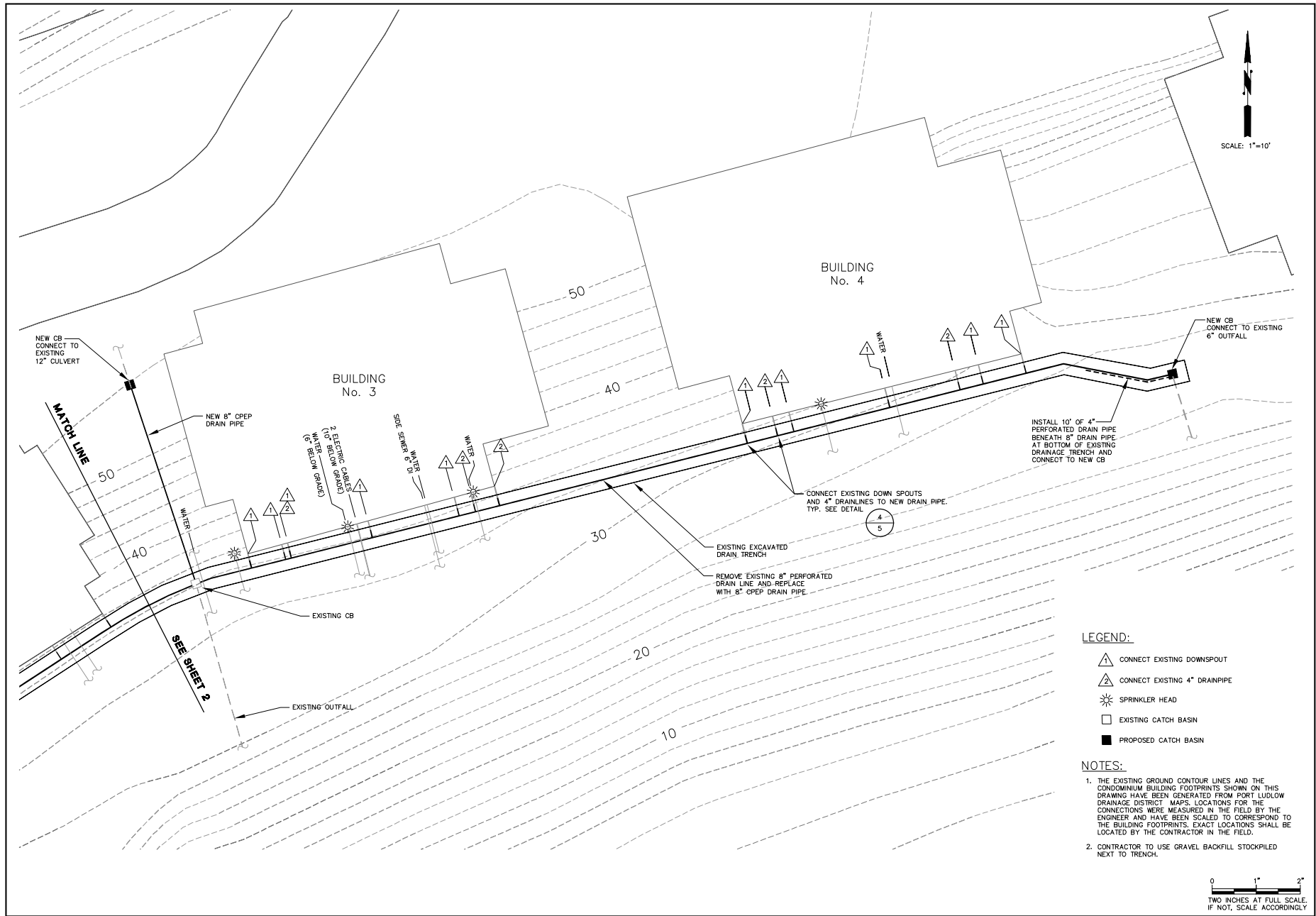



PORT LUDLOW DRAINAGE DISTRICT
JEFFERSON COUNTY WASHINGTON
NORTH BAY CONDOMINIUMS II
DRAINAGE IMPROVEMENT PROJECT
SYMBOL LEGEND, TESC NOTES,
AND CONSTRUCTION SEQUENCE

SHEET: 1
OF: 8
JOB NO.: 11507.00
DWG: LEGEND










Gray & Osborne, Inc.
CONSULTING ENGINEERS
7010 1ST AVENUE, SUITE 200
SEATTLE, WASHINGTON 98109 • (206) 244-0960

DATE: JUNE 2011	SCALE: 1"=10'	DRAWN: P.G.M.	CHECKED: N.E.L.
			APPROVED: N.E.L.

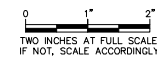
**PRELIMINARY
NOT FOR
CONSTRUCTION**

REVISION	DATE



PORT LUDLOW DRAINAGE DISTRICT
JEFFERSON COUNTY WASHINGTON
NORTH BAY CONDOMINIUMS II
DRAINAGE IMPROVEMENT PROJECT
PROPOSED SITE PLAN

SHEET: 4	OF: 6
JOB NO.: 11507.00	
DWG: SITE PLAN	





1. EROSION CONTROL FACILITIES SHALL BE CONSTRUCTED AND MAINTAINED PER THE SPECIFICATIONS
2. THE CONTRACTOR SHALL STAKE CLEARING LIMITS PRIOR TO CONSTRUCTION. CLEARING LIMITS SHALL BE STAKED INDENT RIGHT-OF-WAY, EASEMENTS, OR OTHER AREAS AFFECTED BY CONSTRUCTION.
3. THE CONTRACTOR SHALL ESTABLISH AND MAINTAIN TEMPORARY EROSION CONTROL/SEDIMENT CONTROL MEASURES PRIOR TO THE START OF CONSTRUCTION. THESE MEASURES SHALL INCLUDE BUT ARE NOT LIMITED TO SILT FENCES, STRAW BALES, ROCK BERMS, SILT TRAPS, AND SEDIMENT PONDS.
4. THE CONTRACTOR SHALL REMOVE TEMPORARY EROSION CONTROL MEASURES ONLY AFTER OWNER'S AUTHORIZATION.



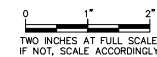
NOTE:
SINGLE ROW OF BALES OF STRAW TO BE
PLACED PRIOR TO THE START OF ROUGH
GRADING.

NOT TO SCALE



1. WHERE POSSIBLE, MAINTAIN NATURAL VEGETATION FOR EROSION CONTROL
2. TEMPORARY CHECK DAM TO BE CONSTRUCTED BY PLACING FILTER FABRIC FENCES ACROSS SWALES UTILIZING FILTER SYSTEM PRIOR TO DISCHARGE
3. ALL TEMPORARY EROSION CONTROL SHALL BE MAINTAINED IN A SATISFACTORY CONDITION UNTIL SUCH TIME THAT CLEARING AND/OR CONSTRUCTION IS COMPLETED AND SURFACE RESTORATION HAS BEEN COMPLETED
4. RETURN EROSION CONTROL AREAS TO ORIGINAL GROUND CONDITIONS.

NOT TO SCALE



Port Ludlow Drainage District (PLDD)
November 9, 2023
Board of Commissioners Meeting #0313
Zoom/In Person Meeting Minutes

1. **CALL TO ORDER:** Chair Rygmyr called the meeting to order at 10:00 a.m.
2. **ROLL CALL:** Commissioner 1, Chair Gary Rygmyr; Commissioner 2, Vice Chair, Dean Cole; and Commissioner 3, Michael Nilssen were present. Mary Paxton, Administrative Coordinator, was present in person and Kerri Sidebottom, Gray and Osborne Consulting Engineer was present via Zoom.

PUBLIC: An unidentified caller via Zoom.

3. **COMMISSIONER COMMUNICATIONS:** There were no Commissioner communications.
4. **PUBLIC COMMENT:** There was no public comment.
5. **AGENDA APPROVAL:** Chair Rygmyr introduced the agenda.

MOTION: Chair Rygmyr moved to approve the Agenda and Vice-Chair Cole seconded. The motion passed.

6. PUBLIC INQUIRIES:

6.a. 150 RESOLUTE LANE – REVIEW OF RECOMMENDATIONS FROM GRAY & OSBORNE CONSULTING ENGINEER KERRI SIDEBOTTOM. Chair Rygmyr provided a recap of past site visits and consultations with Gray and Osborne consulting engineers. He outlined three courses of action: Option 1: install a plastic liner in the drainage ditch with an estimated cost of \$2,000 to \$3,000 for Yarddogs Inc. to perform the work; Option 2:- install an 18” pipe to collect storm water at an estimated cost of \$38,500; Option 3: wait and see. Chair Rygmyr asked Engineer Sidebottom to summarize Gray & Osborne’s recommendations. She indicated that there is a concern that one of the issues may be groundwater vs. surface water and installation of the pipe in Option 2 may not resolve the problem. The Commissioners noted that groundwater is not a responsibility of the Port Ludlow Drainage District. Commissioner Nilssen mentioned the large driveway at 150 Resolute Lane and questioned whether it would be appropriate for the homeowner to install a French drain on the property near the easement and noted that it is common practice for residents to install French drains on their properties He also asked whether Jefferson County could participate in the cost for the liner due to runoff coming from a public road.

It was the consensus of the Commissioners to pursue the following actions: 1) Chair Rygmyr will contact Russ Lowry of Yarddogs Landscaping Inc. to develop a Task Order to install a plastic liner in the easement near 150 Resolute Lane for consideration at the

December meeting; 2) Chair Rygmyr will contact Monte Reidner of Jefferson County Public Works to inquire about the shared payment for the installation of the plastic liner; 3) Consulting Engineer Kerri Sidebottom will prepare a Memo summarizing past investigations from rainfall in the easement near 150 Resolute Lane and provide recommendations to the Bernards to install drainage Improvements on their property such as installation of a water bar or French drain.

6.b. 20 OLYMPIC WAY, ADMIRALTY 1 BUILDING 8 CONDO (MARK HEAVEY) DRAINAGE. Chair Rygmyr provided a recap of the site visit conducted with Consulting Engineer Nancy Lockett of Gray and Osborne and referred to the follow-up October 25, 2023 memo she prepared. It was the consensus of the Commissioners that there was no further action for the Port Ludlow Drainage District (the PLDD). Commissioner Nilssen recommended future inquiries from residents of condominium or townhouse developments should first be directed to the Homeowners Association Board of Directors and that the Homeowners Association should then be responsible for reporting a drainage issue to the PLDD. The Commissioners concurred with the recommendation.

7. CONSENT AGENDA

7.a. MINUTES OCTOBER 9, 2023 SPECIAL MEETING #0311

7.b. MINUTES OCTOBER 12, MEETING #0312

7.c. 313 VOUCHER SUMMARY NUMBERS 23-093-23-100 TOTALING 44,383.14 WITH \$1,406.02 FOR PAYROLL, \$0 FOR SUPPLIES AND \$2,977.12 FOR SERVICES.

MOTION: Chair Rygmyr moved to approve the Consent agenda and Vice-Chair Cole seconded the motion. It passed unanimously.

8. NEW BUSINESS

8. a. APPROVAL OF A MAINTENANCE CONTRACT WITH YARDDOGS LANDSCAPING: Chair Rygmyr introduced the agenda item and explained that the timing for renewal of the business license and insurance are not aligned with a calendar year.

MOTION: Chair Rygmyr moved to approve the one-year contract with YardDogs Landscaping and Vice-Chair Cole seconded the motion. It passed unanimously.

9. OLD BUSINESS

9.a. APPROVAL OF RESOLUTION 2023-03 APPROVING THE 2024 BUDGET: Chair Rygmyr introduced the agenda item and asked if the Commissioners had questions. There were none.

MOTION: Commissioner Nilssen moved to approve Resolution 2023-04 approving a 2024 Budget for \$147,690 with an annual assessment of \$70,000. Commissioner Cole seconded the motion. It passed unanimously. Commissioner Nilssen confirmed that Gray

and Osborne will send a letter to Jefferson County with the Port Ludlow Drainage District Assessment Request.

9.b. WEB SITE CONTENT: The Administrative Coordinator was directed to delete the “Looking for Something Else” section of the Home page. It was the consensus of the Commissioners that Chair Rygmyr should work with Jason Earrame of Sea-Design to add a Contact tab to the website and relocate contact information within the website to the new Contact tab. Commissioners were encouraged to review the website and email recommended changes to the Administrative Coordinator.

10. REPORTS:

10.a. FINANCIAL REPORTS: Commissioner Nilssen reported that the monthly Financial Reports had not been received from the bookkeeper but that he would forward them to the Commissioners upon receipt. Commissioner Nilssen reported that assessments of \$25,000 were received in the past month. Commissioner Nilssen discussed the receivable summary provided by Jefferson County and complimented the working relationship with the County.

13. Signing of the Documents will be done via Adobe E-Sign within 5 business days of the approval as provided for in Resolutions 2020-01 and 2020-02.

14. Meeting Adjournment

MOTION: Chair Rygmyr moved to adjourn the meeting at 10:57 a.m. Vice-Chair Cole seconded the motion. The motion passed unanimously.

Minutes prepared by Mary Paxton, Administrative Coordinator

Approved:

Commissioner 1, Gary Rygmyr, Chair

Date





Commissioner 2, Dean Cole

Date

Commissioner 3, Michael Nilssen

Date

*The Port Ludlow Drainage District (PLDD) posts
minutes and meeting recordings on its website.*

				AMOUNT TO BE CHARGED TO BARS		INVOICE TOTAL	
VOUCHER	INVOICE	VENDOR		DESCRIPTION			
NUMBER	NUMBER	NUMBER					
10/31/2023	V23-093	8925 MARY PAXTON		M PAXTON PAYROLL		5535210	\$ 731.21
10/31/2023	V23-094	9255 DEAN COLE		OCTOBER		5535230	\$ 207.92
10/31/2023	V23-095	9228 MICHAEL NILSSEN		OCT 9 SMTG AND OCT 12 M		5535230	\$ 233.45
10/31/2023	V23-096	9227 GARY RYGMYR		OCT 9 SMTG AND OCT 12 M		5535230	\$ 233.44
				PAYROLL SUBTOTAL			\$ 1,406.02
				SUPPLIES SUBTOTAL			\$ -
10/31/2023	V23-097	9022 FALGE BOOKKEEPING SERVICES	4276	OCT BOOKKEEPING		5535443	\$ 250.00
10/9/2023	V23-098	3041 GRAY & OSBORNE	10	ENGINEERING SERVICES 9		5535140	\$ 266.49
10/9/2023	V23-098	3041 GRAY & OSBORNE	2	BUDGET ASSISTANCE 9/10		5535442	\$ 88.83
11/1/2023	V23-0100	8781 YARD DOG LANDSCAPING INC	202311	OCTOBER MAINTENANCE		5535140	\$ 1,885.62
10/10/2023	V23-99	LUDLOW MAINTENANCE COMMISSION	5373	OCTOBER 9 SPECIAL MTG .		5535140	\$ 109.10
				OCTOBER 12 MTG &			
10/19/2023	V23-099	4574 LUDLOW MAINTENANCE COMMISSION	5281	OWLS		5535341	\$ 81.83
9/17/2023	V23-093 SEPT VISA	8925 MARY PAXTON		ADOBE SUBSCRIPTION		5535331	\$ 196.25
11/1/2023	V23-093 VISA	8925 MARY PAXTON		MS 365 SUBSCRIPTION		5535331	\$ 99.00
				SERVICES SUBTOTAL			\$ 2,977.12
				NOVEMBER TOTAL			\$ 4,383.14
				SIGNATURES			
				COMMISSIONER 1, CHAIR		Gary Rygmyr, (Nov 13, 2023 7:59 PST)	
				COMMISSIONER 2		Dean Cole (Nov 11, 2023 20:04 PST)	
				COMMISSIONER 3			
<p>I the undersigned do hereby certify under penalty of perjury, that the materials have been furnished, the services rendered or the labor performed as describebd herein, and the claim is a just, due and unpaid obligation against the district herin and that I am authorized to authenticate and certify to said claim.</p> <p>SUBSCRIBED THIS 9th DAY OF November, 2023.</p>							
				13-Nov-2023			
APPROVED				DATE			
Port Ludlow Drainage District							












PLDD Voucher Attach 11 09 2023 (0313)

Final Audit Report

2023-11-13

Created:	2023-11-09
By:	Mary Paxton Paxton (districtadmin@pldd.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA_1RyWvNaBwTTOyXmedeav8l88BMENAjP

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2023-11-13 - 3:59:54 PM GMT

HDR	DUE DATE	INVOICE DATE	INVOICE NUMBER	VENDOR NUMBER	REMIT NUMBER	VENDOR NAME		INVOICE TOTAL	ORG CODE	OBJECT CODE	AMOUNT-DTL	
1	12/18/2023	11/30/2023	V23-101		8925	0	MARY PAXTON	M PAXTON PAYROLL & RI	801.8	69500589	589400	801.8
1	12/18/2023	11/30/2023	V23-102		9255	0	DEAN COLE	NOV MEETING ATTEND	203.95	69500589	589400	203.95
1	12/18/2023	11/30/2023	V23-103		9228	0	MICHAEL NILSSEN	NOV MEETING ATTEND	116.72	69500589	589400	116.72
1	12/18/2023	11/30/2023	V23-104		9227	0	GARY RYGMYR	NOV MEETING ATTEND	116.72	69500589	589400	116.72
1	12/18/2023	11/30/2023	4330-V23-105		9022	0	FALGE BOOKKEEPING SERVICES	NOVEMBER BOOKKEEPIN	250	69500589	589400	250
1	12/18/2023	11/9/2023	11-3-V23-106		3041	0	GRAY AND OSBORNE INC	OCT 8 THRU NOV 4 ENG S	1737.12	69500589	589400	1737.12
1	12/18/2023	12/6/2023	5298-V23-107		4574	0	LUDLOW MAINTENANCE COMM	NOV 9 ROOM RENTAL & C	81.83	69500589	589400	81.83
1	12/18/2023	10/10/2023	883019-V23-108		5610	695	OGDEN MURPHY WALLACE PLLC	LEGAL OCTOBER	189	69500589	589400	189
1	12/18/2023	12/1/2023	1388-V23-109		7001	0	SEA WING DESIGNS	SUBCRPTION RENEWALS	1016.68	69500589	589400	1016.68
1	12/18/2023	12/4/2023	202312-V23-110		8781	0	YARD DOG LANDSCAPING INC	NOV MAINTENANCE & EM	2128.34	69500589	589400	2128.34

I,THE UNDERSIGNED BOARD OF COMMISSIONERS DO HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE MATERIALS HAVE BEEN FURNISHED, THE SERVICES RI
HEREIN,THAT ANY ADVANCE PAYMENT IS DUE AND PAYABLE PURSUANT TO A CONTRACT OR IS AVAILBLE AS AN OPTION FOR FULL OR PARTIAL FULFILLMENT OF A C
IS A JUST, DUE AND UNPAID OBLIGATION AGAINST JEFFERSON COUNTY AND THAT I AM AUTHORIZED TO AUTHENTICATE AND CERTIFY TO SAID CLAIM.

6642.16

DECEMBER
MONTH

TOTAL WARRANT AMOUNT: 6642.15

CHAIRMAN, COMMISSIONER

COMMISSIONER, MEMBER

COMMISSIONER, MEMBER

INVOICE DATE	VOUCHER NUMBER	INVOICE NUMBER	VENDER NUMBER	VENDOR NAME	DESCRIPTION	INVOICE TOTAL	AMOUNT TO BE CHARGED BARS	AMOUNT-DTL
11/30/2023	V23-101		8925	MARY PAXTON	M PAXTON PAYROLL NOV HOURS	\$ 638.26	5535210	\$ 638.26
11/30/2023	V23-102		9255	DEAN COLE	NOV 9 MEETING ATTEND	\$ 103.95	5535230	\$ 103.95
11/30/2023	V23-103		9228	MICHAEL NILSEN	NOV 9 MEETING ATTEND	\$ 116.72	5535230	\$ 116.72
11/30/2023	V23-104		9227	GARY RYGMYR	NOV 9 MEETING ATTEND	\$ 116.72	5535230	\$ 116.72
					PAYROLL SUBTOTAL	\$ 975.65		\$ 975.65
					SUPPLIES SUBTOTAL	\$ -		\$ -
11/30/2023	V23-105	4330	9022	FALGE BOOKKEEPING SERVICES	NOVEMBER BOOKKEEPING	\$ 250.00	5535443	\$ 250.00
11/9/2023	V23-106	11	3041	GRAY & OSBORNE	ENGINEERING SERVICES 10/8 - 11/4	\$ 1,628.55	5535140	\$ 1,628.55
11/9/2023	V23-106	3	3041	GRAY & OSBORNE	BUDGET PREPARATION 10/8 - 11/4	\$ 108.57	5535442	\$ 108.57
12/6/2023	V23-107	5298	4574	LUDLOW MAINTENANCE COMMISSION	NOV 9 ROOM RENTAL & OWLS	\$ 81.83	5535341	\$ 81.83
10/10/2023	V23-108	883019	5610-695	OGDEN MURPHY WALLACE LLC	LEGAL	\$ 189.00	5535444	\$ 189.00
12/1/2023	V23-109	1388	7001	SEA WING DESIGNS	SUBSCRIPTION RENEWALS, EMAIL, DOMAIN, WEBSITE	\$ 1,016.68	5535345	\$ 1,016.68
12/3/2023	V23-110	202312	8781	YARD DOG LANDSCAPING INC	NOVEMBER MAINTENANCE	\$ 1,728.34	5535040	\$ 1,728.34
12/3/2023	V23-110	202312	8781	YARD DOG LANDSCAPING INC	EMERGENCY FIRE STATION	\$ 400.00	5535018	\$ 400.00
11/30/2023	V23-101		8925	MARY PAXTON	REIMBURSE ZOOM SUBSCRIPTION	\$ 163.54	5535740	\$ 163.54
12/6/2023	V23-102		9255	DEAN COLE	BOND REIMBURSEMENT	\$ 100.00	5535210	\$ 100.00
					SERVICES SUBTOTAL	\$ 5,666.51		\$ 5,666.51
					TOTAL	\$ 6,642.16		\$ 6,642.16

SIGNATURES

COMMISSIONER 1, CHAIR

COMMISSIONER 2

COMMISSIONER 3

I the undersigned do hereby certify under penalty of perjury, that the materials have been furnished, the services rendered or the labor performed as describebd herein, and the claim is a just, due and unpaid obligation against the district herin and that I am authorized to authenticate and certify to said claim.

SUBSCRIBED THIS 14th DAY OF December, 2023.

APPROVED

Port Ludlow Drainage District

RESOLUTION #2023-04

**Port Ludlow Drainage District
Jefferson County, Washington
P.O. Box 65261, Port Ludlow, WA 98365**

**Updating the Policies and Procedures Relating to the Public Records Act
(Chapter 42.56 RCW) approved with Resolution 2018-01**

WHEREAS, the Port Ludlow Drainage District (the "District") adopted Resolution 2018-01, a Resolution of the Port Ludlow Drainage District Revising its Policies and Procedures Relating to the Public Records Act (Chapter 42.56 RCW) for Consistency with Legislative Changes to the Act and Establishing Default Costs for Records Provided Under the Act on April 12, 2018; and

WHEREAS, the District desires to update Attachment A Public Records Policies and Procedures approved with Resolution 2018-01 to change the location of where Public Records can be viewed and how they can be viewed.

NOWTHEREFORE BE IT RESOLVED as follows:

1. Attachment A, Section Responsibility, "Offices", The location for viewing records is hereby amended to The Beach Club, 121 Marina View Drive, Port Ludlow, WA 98365.
2. Attachment A, Procedure, Section 11. The Availability of Public Records is hereby amended to state that Public records are available for inspection or copying at the Beach Club by appointment. Section 11 will no longer provide for the viewing of public records during regular meeting hours of 10:00 - 11:30 AM on the second Thursday of each month, excluding legal holidays, or otherwise by appointment.

PASSED at the Regular Meeting of the Port Ludlow Drainage District Board of Commissioners this 14th day of December, 2023.

Gary Rygmyr, Chair, Commissioner 1

Dean Cole, Vice-Chair, Commissioner 2

Michael Nilssen, Commissioner 3

ATTACHMENT A
Resolution 2023-04
Public Records Policies and Procedures

The Port Ludlow Drainage District is required by RCW 42.56.100 to adopt and enforce reasonable rules and regulations, consistent with the intent of the Washington State Public Records Act (PRA), codified in *Chapter 42.56 RCW* and the *Model Rules of chapter 44-14 WAC*, and to provide access to public records, protect public records from damage and disorganization and to prevent excessive interference with other essential functions of the District. The District is also required to protect certain public records from disclosure subject to various legal exemptions.

This PRA policy establishes the procedures the Port Ludlow Drainage District will follow to provide for the fullest assistance to requestors including the most timely possible action on requests, while protecting public records from damage and preventing “excessive interference with other essential agency functions.” *RCW 42.56.100*.

The District is required to respond to public records requests pursuant to Chapter 42.56 RCW. The District is not required to respond to questions, do research, or to give information that is not the subject of an identifiable public record.

Except where these guidelines are mandated by statute, the guidelines in this policy are discretionary and advisory only and shall not impose any affirmative duty on the District. The District reserves the right to apply and interpret this policy as it sees fit, and to revise or change the policy at any time. Failure to comply with any provision of these rules shall not result in any liability imposed upon the District other than required in The Act.

DEFINITIONS

1. **“The Port Ludlow Drainage District”** and **“The District”** includes any office, department, division, bureau, board, commission, or agency of the Port Ludlow Drainage District. *RCW 42.56.010(1)*.

2. **“Public Record”** includes any writing containing information relating to the conduct of government or the performance of any governmental or proprietary function prepared, owned, used, or retained by the Port Ludlow Drainage District regardless of physical form or characteristics. This definition does not include records that are not otherwise required to be retained by the District and are held by volunteers who do not serve in an administrative or supervisory capacity. *RCW 42.56.010(2)*.

3. **“Writing”** means handwriting, typewriting, printing, photostating, photographing, and every other means of recording any form of communication or representation including, but not limited to, letters, words, pictures, sounds, or symbols, or combination thereof, on all papers, maps, magnetic or paper tapes, photographic films and prints, motion picture, film and video recordings, magnetic or punched cards,

discs, drums, diskettes, sound recordings, and other documents including existing data compilations from which information may be obtained or translated. *RCW 42.56.010(3)*.

4. **“Identifiable record”** means an identifiable record is one in existence at the time the records request is made and that District staff can locate after an objectively reasonable search.

5. **“Exempt record”** includes all agency records that are specifically exempted or prohibited from disclosure by state or federal law, either directly in the PRA or other statutes. For information related to Public Record Exemptions please see Municipal Research Service Center’s (MRSC) publication “Public Records Act for Washington Cities, Counties and Special Purpose Districts” on the District’s website under Public Records Requests.

RESPONSIBILITY

Public Records Officer: The Port Ludlow Drainage District’s Public Records Officer is the Commissioner serving as Chair of the Board. Other District Commissioners or staff members may process public records requests, as needs require. The Public Records Officer will maintain or cause to be maintained a log of all public records requests submitted to and processed by the District. The log will include at least the following information: the identity of the requestor; the date the request was received, the text of the original request, a description of the records redacted or withheld and the reasons for redacting and withholding, and the date of the final disposition of the request. District

Attorney: The District’s attorney will provide legal advice to the Public Records Officer or designee on those occasions when such advice is sought.

Offices: Given the special purpose of the District, the District does not maintain daily office hours or full-time employees. As such, requests may be made to the Public Records Officer by U.S. mail, electronic mail or in person when the District holds its monthly meeting on the second Thursday morning of each month.

The Port Ludlow Drainage District’s mailing address for requesting records is

P.O. Box 65261 Port Ludlow, WA 98365

Records may also be requested using the following e-mail: commish@pldd.org

The location for viewing records is:

The Beach Club, 121 Marina View Drive, Port Ludlow, WA 98365

PROCEDURE

1. How to Request Records: Any person requesting access to general public records or seeking assistance in making such a request must contact the Public Records Officer at

the mailing address or email address set forth above, or in person at the PLFR Station identified above on the second Thursday of the month during the hours of 10:00 - 11:30 AM.

2. Request Format: While there is no specific required format for a public records request, a requestor must provide the District with reasonable notice that the request being made is for public records. If a request is contained in a larger document unrelated to a public records request, the requestor should point out the public records request by labeling the front page of the document as containing a public records request or otherwise calling the request to the attention of the Public Records Office to facilitate timely response to the request. The District encourages that all requests for public records be made in writing on a Request for Public Records Form, which is available on the Port Ludlow Drainage District's website www.pldd.org. Requests may be submitted in person, orally, by mail or email. Mail and email will be considered received on the date the form is stamped "received", not on the date sent. Requests should include the following information:

- A. The requestor's name, mailing address, and contact phone number;
- B. The date of the request;
- C. The nature of the request, including a detailed description of the public record(s) adequate for the District to be able to locate the records;
- D. A statement regarding whether the records are being requested for a commercial purpose (*RCW 42.56.070(9)*); and
- E. Whether the requestor desires copies, or to inspect the requested records.

Requests for public records made orally must be made during normal meeting hours. Requests for public records made orally must be confirmed by the Public Records Officer. A variety of records are available on the District's website at www.pldd.org. Requestors are encouraged to view records available on the website prior to submitting a records request.

3. Response to Requests: The District will process requests in the most efficient matter as the Public Records Officer (defined above) deems appropriate. The Public Records Officer may ask a requestor to prioritize the records he or she is requesting so that the most important records may be provided first. Within five (5) business days of receiving a request, the District will do one or more of the following:

- A. Provide the record;
- B. Provide an Internet address and link on the District's website to the specific records requested, except that if the requestor notifies the District that he or she cannot access the records through the Internet, then the District will provide access to copies;

- C. Acknowledge that the District has received the request and provide a reasonable estimate of when records will be available;
- D. Acknowledge that the District has received the request and ask for clarification for a request that is unclear, and providing, to the greatest extent possible, a reasonable estimate of the time the District will require to process those portions of the request that are clear; or
- E. Deny the request. Denials must be accompanied by a written statement of the specific reasons for denial.

Additional time to respond may be based on the need to clarify the intent of the request, to locate and assemble the records, to redact confidential or exempt information, to prepare a withholding index, to notify third parties or agencies affected by the request and provide such parties/agencies with the opportunity to seek a court order preventing disclosure where appropriate, and/or to consult with the District Attorney about whether the records are exempt from disclosure. The Public Records Officer should briefly explain the basis for the time estimated to respond. Should an extension of time be necessary to fulfill the request, the Public Records officer will provide a revised estimate and explain the changed circumstances that make it necessary.

The District may receive requests for public records identified in terms of “any and all documents related to” or similar language. If the requestor is unable or unwilling to help narrow the scope of the documents being sought in order to expedite the District’s response and/or reduce the volume of potentially responsive documents, the Public Records Officer is allowed to err on the side of producing more rather than fewer documents in response to such a broad, general request. District staff shall not be obligated to interpret such a broad, general request in order to decipher which specific documents may be of interest to the requestor and the PRA does not allow a requestor to search through the District’s files for records which cannot be identified or described to the District.

A request for all or substantially all records prepared, owned, used or retained by the District is not a valid request for identifiable records. In addition, the District may deny a bot request that is one of multiple requests from the same requestor to the District within a 24-hour period if the District establishes that responding to the multiple requests would cause excessive interference with other essential functions of the District. For purposes of this subsection, “bot request” means a request for public records that the District reasonably believes was automatically generated by a computer program or script.

The District is not authorized to provide lists of individuals for commercial purposes. The Public Records Officer may also seek sufficient information to determine if another statute or court order may prohibit disclosure. If the requestor fails to clarify an unclear request within 15 working days, the District will treat the request as having been withdrawn. *RCW 42.56.520*.

If the public record contains personal information that identifies an individual or organization other than the subject of the requested public record, the District may notify that individual or organization to allow the party to seek relief pursuant to *RCW 42.56.540*. Such relief may include a court injunction prohibiting release of the record because such examination would not be in the public interest and would substantially and irreparably damage any person or vital governmental function. The District may take the above into account when providing an estimate of when the records will be available. Nothing in this policy is intended to, nor does it, create any right to such notice.

When a request uses a phrase such as “all records relating to”, the Public Records Officer may interpret the request to be for records which directly and fairly address the topic. The District may respond to a request to provide access to a public record by providing the requestor with a link to the District’s website containing an electronic copy of that record if it can be determined that the requestor has internet access and the requestor agrees that the request has been satisfied.

When the requestor has found the records he or she is seeking, the requestor should advise the Public Records Officer that the requested records have been provided and the remainder of the request may be cancelled.

4. Providing Records in Installments: When the request is for a large number of records, the District may provide access for inspection and copying in partial installments if reasonably determined that it would be practical to provide the records in that way. If the requestor does not contact the Public Records Officer within thirty (30) working days to arrange for the review of the first installment, the District may deem the request abandoned and may stop fulfilling the remainder of the request. The District may prioritize record requests received after commencing to fulfill the large request. *RCW 42.56.120*.

5. Electronic Records: The process for requesting electronic public records is the same as the process for requesting paper public records.

When a requestor requests records in an electronic format, if technically feasible, the Public Records Officer will provide the nonexempt records or portions of such records that are reasonably locatable in an electronic format that is used by the District and is generally commercially available; or will provide the records in a format that is reasonably translatable from the format in which the agency keeps the record. With the consent of the requestor, the District may provide customized access as set forth in Section 9(E) below.

6. No Duty to Create Records: This policy does not require the District to answer written questions, summarize data or information, create new public records, or provide information in a format that is different from original public records; however, the District may in its discretion, create such a new record to fulfill the request where it may be easier for the District to create a record responsive to the request than to collect and make available voluminous records that contain small pieces of information responsive to the request. *WAC 44-14-04003(5)*.

7. No Duty to Provide Information: This policy does not require the District to respond to requests for information, research, opinions or advice. Requests for information, research, opinions, advice, or similar requests are outside the scope of the Public Records Act.

8. No Duty to Supplement Responses: The District is not obligated to hold current records requests open to respond to requests for records that may be created in the future. A new request must be made to obtain later-created public records.

9. Costs for Obtaining Copies of Records:

A. There is no cost to inspect records.

B. The cost for photocopying, scanning or otherwise producing public records shall be:

- Photocopies (up to 11" x 17") \$0.15 per page
- Scanning (up to 11" x 17") \$0.10 per page
- Transmitting copies:
 - \$0.05 for every four files attached to an email, uploaded to a cloud storage service, or delivered through other electronic means
 - \$0.10 per gigabyte for transmission of electronic records
- Actual cost of any digital storage media provided by the District
- Actual cost of copies as invoiced by an outside vendor

C. Mailing. The District may also charge actual costs of mailing, including the cost of the shipping container.

D. Alternative Fee Arrangement. As an alternative to any fees imposed in the District's fee schedule, the District may charge a flat fee of \$2,00 if it reasonably estimates that the total fees otherwise incurred would exceed \$2.00. For a request processed in installments, this flat fee covers the cost of all installments.

E. Customized Service Charge. In addition to the fees set forth above, the District may charge a customized service charge if the District reasonably estimates that responding to the request will require special information technology expertise to prepare data compilations or provide customized electronic access services, provided that the information technology expertise will not provide a service that the District would also use for other purposes. This charge cannot exceed the actual cost to the District of the services, and the District must provide a notice to the requestor before imposing that charge that explains the reasons for the charge, the specific services provided, and the estimated amount of the charge. The notice must also give the requestor an opportunity to modify his or her request to avoid the charge.

F. Estimate of Charges. Before incurring any charges associated with a request, a requestor may ask and the District will provide an estimate of total applicable charges before any charges incurred. The District will provide the requestor with an opportunity to revise his or her request in order to avoid or reduce applicable charges.

G. Payment. Payment may be made by cash, check or money order to the District.

H. Fee Waiver. The District has the discretion to waive charges associated with requests. For administrative convenience, many agencies waive copying charges for small requests.

10. Deposit: Before beginning to make the copies, the public records officer or designee may require a deposit of up to 10 percent of the estimated costs of producing all the records selected by the requestor, including any copying, scanning, transmission and customized service charge. The public records officer or designee may also require the payment of the remainder of the copying costs before providing all the records, or the payment of the costs of copying an installment before providing that installment. Any unused deposit must be refunded to the requestor. *RCW 42.56.120B.*

11. Availability of Public Records: Public records are available for inspection or copying at the **B** each Club, 131 Marina View Drive, Port Ludlow, WA 98365 by appointment. District personnel and the requestor may make mutually agreeable arrangements for time(s) of inspection and copying. To the extent possible given other demands for space and staff time, the Public Records Officer shall promptly provide space to inspect public records at the District's monthly meeting location. The District deems it necessary, in order to comply with the PRA's mandate to protect public records, to require that inspections of public records be conducted in the presence of the Public Records Officer or designated staff. The District will make every effort to provide staff to oversee the expeditious inspection of public records without unduly compromising or unreasonably interfering with the essential functions of the District. All assistance necessary to help requestors locate and inspect particular responsive records shall be provided by the Public Records Officer or designated staff, provided that the giving of such assistance does not unreasonably disrupt the operations of the District or other duties of any assisting employee(s) in other District departments. In accommodating a request for public records inspection, the District may consider the size of the request, the ease with which the requested records can be made available for inspection, and special accommodations requested by the requestor necessary in order to inspect the records, the availability (schedule) of the requestor to conduct the inspection, the availability of District staff to observe the inspection, the time constraints on staff availability imposed by other current District business, and any other relevant circumstance. After inspection is complete, the requestor shall indicate which documents he/she wishes to have copied using a non-permanent method of marking the desired records as approved by the Public Records officer. The Public Records Officer will arrange for copying.

12. Preservation of Public Records. No member of the public may remove a public record from the District without the Public Records Officer's permission. No member of the public may remove a public record from a viewing area, disassemble, or alter, fold, mark, deface, tear, damage or destroy any public record. Public Records maintained in a file jacket or binders, or in chronological order, may not be dismantled except for the purpose of copying, and then only by District staff. Copies of public records may be copied

only on copying machines of the District unless other arrangements are made by the Public Records Officer. No food or drink will be permitted during the inspection of public records. Access to file cabinets, shelves, vaults and other District storage areas is restricted to authorized District staff.

13. Organization of Public Records: The District finds that maintaining an index as provided in *RCW 42.56.070(3)* for use by the public would be unduly burdensome and would interfere with agency operations given the volume, various locations, and types of public records received, generated and otherwise acquired by the District. *RCW 42.56.070(4)* & Resolution **No. 2017-04**. Notwithstanding the foregoing, the District will maintain its records in a reasonably organized manner and take reasonable actions to protect records from damage and disorganization.

14. Closing Abandoned or Unpaid Requests: If the requestor withdraws the request, fails to fulfill his or her obligations to inspect the records within thirty (30) days of notice that the records are available for inspection, or fails to pay the deposit, installment payment or final payment for the requested copies, District personnel will close the request. District personnel will document closure of the request and the conditions that led to closure. *RCW 42.56.120*.

15. Records Exempt from Public Disclosure: The District is not required to permit public inspection and copying of records for which public disclosure of the record is prohibited, restricted or limited by state law or federal statute or regulation. The District is prohibited by statute from disclosing lists of individuals for commercial purposes. *RCW 42.56.070(9)*. The Public Records Act provides that a number of types of documents are exempt from public inspection and copying. *RCW 42.56.230 through 42.56.480* contains a large number of exemptions from public inspection and copying. Other statutes outside the Public Records Act may prohibit and exempt disclosure of certain documents or information. *RCW 42.56.070(1)*.

16. Denial of Request Due to Exemption: All denials of requests for public records will be accompanied by a written statement specifying the reason(s) for the denial, including a statement of the specific exemption authorizing the withholding of the record and a brief explanation of how the exemption applies to the record withheld. *RCW 42.56.210(3)*.

17. Retention of Records: The District is not required to retain all records it creates or uses. However, the District will follow *RCW Chapter 40.14*, Preservation and Destruction of Public Records, in the retention and destruction of public records. The Secretary of State, State Archives Committee approves a general retention schedule for local agency records (including cities) that is common to most agencies. Individual agencies may seek approval from the Local Records Committee for retention schedules specific to their agency or that, due to their particular business needs, must be kept longer than provided in the general schedule. The retention schedule for local agencies is available at www.secstate.wa.gov/archives. Retention schedules for documents vary based on the content of the record. *WAC 44-14-03005*.

18. Loss of Right to Inspect: Inspection shall be denied and the records withdrawn by the Public Records Officer if the requestor, when reviewing the records, acts in a manner which will damage or substantially disorganize the records or interfere excessively with other essential functions of the District.

19. Disclaimer of Liability: Neither the District nor any officer, employee, official or custodian shall be liable, or shall a cause of action exist, for any loss or damage based upon a release of Public Records if the person releasing the records acted in good faith in attempting to comply with this policy. This policy is not intended to expand or restrict the rights of disclosure or privacy as they exist under state and federal law. Despite the use of any mandatory terms such as “shall”, nothing in this policy is intended to impose mandatory duties on the District beyond those imposed by state and federal law.

**PROPOSAL AND CONTRACT
FOR
PROFESSIONAL ENGINEERING SERVICES**

**PORT LUDLOW DRAINAGE DISTRICT
WASHINGTON**

NOVEMBER 2021

G&O Job. No. PR216.43

**GRAY & OSBORNE, INC.
CONSULTING ENGINEERS**

CONTRACT FOR
PROFESSIONAL ENGINEERING SERVICES

THIS Contract between the PORT LUDLOW DRAINAGE DISTRICT, Washington, hereinafter called the "Agency"; and GRAY & OSBORNE, INC., Consulting Engineers, Seattle, Washington, hereinafter called the "Engineer".

WITNESSETH:

WITNESSETH THAT, whereas, the Agency now finds that, from time to time, in the growth and development of the Agency, there will be the need for the engagement of professional engineering services. The purpose of this Contract is to define the services to be performed and method of payment for professional engineering services which may, from time to time, be authorized by the Agency.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto do mutually agree as follows:

ARTICLE 1

EMPLOYMENT OF THE ENGINEER

The Agency, acting pursuant to its vested authority, does hereby engage the Engineer and the Engineer agrees to furnish the engineering services as requested by the Agency in connection with the Agency's On-Call Engineering Services. These services are outlined in this Contract and shall be undertaken upon request by the Agency to the Engineer, then only for the services so requested. The Engineer shall furnish a scope of work and costs for each service requested which will become a numbered exhibit to the Contract.

ARTICLE 2

CHARACTER & EXTENT OF ENGINEERING SERVICES

Upon written direction of the Agency to proceed, the Engineer shall provide engineering services in accordance with a written scope of work (Task Order), which will describe the engineering services to be provided, such services may include, but are not limited to, grant and/or loan application assistance, engineering studies, financial analysis, cost estimating, predesign services, design, local improvement district or utility local improvement district formation, surveys, mapping, peer review, preparation of easements and right-of-way documentation, environmental studies, permitting, and documentation, public meetings, project bid and award services, and construction management and administration assistance.

SPECIAL SERVICES

The Engineer may employ competent professionals to assist in the completion of the work as described in the project specific scope of work and budget. The information so secured shall be made available to the Agency for the use and development of the Agency's projects.

ARTICLE 3

SCOPE OF OWNER SERVICES

The AGENCY shall provide or perform the following:

Provide full information as to the Agency's requirements for the Project. Assist the Engineer by placing at his disposal all available information pertinent to the site of the Project, including previous reports, drawings, plats, surveys, utility records, and any other data relative to the Project. Absent specific written direction to the contrary, the Engineer shall be entitled to rely upon the completeness and accuracy of such documentation.

Examine all studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by the Engineer.

ARTICLE 4

COMPENSATION

It is mutually agreed that the Agency will compensate the Engineer for services furnished based on the cost reimbursement method.

The total cost of on-call engineering services, to be described in scopes of work requested by the Agency, cannot be determined at this time, in advance. The total cost for services will be established by Agreement between the Agency and the Engineer on a case-by-case basis as the need arises and/or by amendment to this Contract.

The following information will be provided for each project assigned by and approved by the Agency.

- (a) Cost Ceiling: The total amount of compensation for engineering services as described herein, and as further defined in letters or exhibits to this Contract including profit (fee), out-of-pocket expenses, direct labor costs, direct overhead and indirect overhead shall not exceed the total dollar cost agreed upon, without a formal amendment to this Contract.

- (b) Compensation Determination: The amount of compensation due the Engineer by the Agency for the services furnished under this Contract shall be determined as provided hereinafter. Such payment shall be full compensation for work performed.

Payment for work accomplished is on the basis of the Engineer's fully burdened labor cost plus direct non-salary costs.

1. Fully burdened labor costs are determined by multiplying the hours spent by employees on the project, times the employee's fully burdened billing rate. The fully burdened billing rates are identified on Exhibit "A" and include direct salary cost, overhead, and profit. Overhead includes federal, state, and local taxes; insurance and medical; professional development and education; vacations and holidays; secretarial and clerical work; GIS, CADD, and computer equipment; owned survey equipment and tools; rent, utilities, and depreciation; office expenses; recruiting; professional services; incentive and retirement; and facilities cost of capital.
2. The direct non-salary costs are those costs directly incurred in fulfilling the terms of this Contract including, but not limited to travel, reproduction, supplies and fees for special professional services of outside consultants. If the Engineer is directed to employ special, professional expertise, the Agency will be billed by the Engineer for the special service invoiced amount plus ten percent (10%) for administrative overhead.

Payment of compensation shall be upon submittal to the Agency of a bill by the Engineer at approximate monthly intervals for services rendered during the preceding time period.

The cost records and accounts pertaining to this Contract are to be kept available for inspection by representatives of the Agency for a period of three (3) years after final payment. In the event any audit or inspection identifies any discrepancy in the financial records, the Engineer shall provide clarification and/or make adjustments accordingly.

ARTICLE 5

ADDITIONAL WORK

If during the performance of this contract, or subsequent to completion of the work under this contract, other or additional services other than those previously specified, including but not limited to additions or revisions by the Agency, are ordered in writing by the Agency, the Engineer agrees to provide the services and the Agency agrees to compensate the Engineer under the same method of Compensation Determination described herein, to be determined at the time the additional services are ordered. The

Engineer agrees not to proceed with the additional services until such time as the costs for the additional services have been approved by the Agency.

ARTICLE 6

PUBLIC RECORDS REQUESTS

The Engineer shall comply with Agency requests for documents which are the result of public records requests made under the Public Records Act. The Agency hereby acknowledges that gathering, copying and transmitting documents requested in this manner is Additional Work and agrees to compensate the Engineer accordingly.

ARTICLE 7

MAJOR REVISIONS

If, after the design has been approved by the Agency, and the Engineer has proceeded with the final design, and has performed work in processing same and the Agency authorizes new or substantially alters the design, the Agency will pay the Engineer a just and equitable compensation as mutually agreed upon by the Agency and the Engineer, or if an agreement cannot be reached within thirty (30) days, the equitable compensation shall be determined by mediators.

ARTICLE 8

COST ESTIMATE

The Agency is herewith advised that the Engineer has no control over the cost of labor, material, and equipment, including the contractors' and suppliers' methods of producing and delivering such goods and services; or over the methods and styles of competitive bidding or market conditions; and, accordingly, the Engineer's cost estimates are made and furnished on the basis of his experience and qualifications and represent only his best judgment as a design professional and within his familiarity with the construction industry, and, as such, the Engineer cannot and does not warrant, in any other manner or style, the accuracy of the cost estimates, nor that the estimates will or will not vary significantly with bids received by or construction costs realized by the Agency.

ARTICLE 9

FACILITIES TO BE FURNISHED BY THE ENGINEER

The Engineer shall furnish and maintain a central office, work space and equipment suitable and adequate for the prosecution of the work that is normal to the functioning of an established operating engineering practice.

ARTICLE 10

OWNERSHIP OF PLANS

All reports, designs, drawings and specifications prepared by the Engineer, as provided under this Contract shall be and do become the property of the Agency upon payment to the Engineer of his compensation as set forth in this Contract. Reuse of any of the instruments of services of the Engineer by the Agency on extensions of this project or on any other project without the written permission of the Engineer shall be at the Agency's risk and the Agency agrees to defend, indemnify and hold harmless the Engineer from all claims, damages and expenses including attorney's fees arising out of such unauthorized reuse of the Engineer's instruments of service by the Agency or by others acting through the Agency.

ARTICLE 11

SEVERABILITY

If any provision of this Contract is held invalid, the remainder of this Contract shall not be affected thereby, if such remainder would then continue to conform to the terms and requirements of the applicable law.

ARTICLE 12

MEDIATION

All claims, disputes and other matters in question between Agency and Engineer shall, in the first instance, be subject to mediation. Either party may notify the other, by certified mail, of the existence of a claim or dispute. If such claim or dispute cannot promptly be resolved by the parties, the Engineer shall promptly contact the Judicial Arbitration and Mediation Service, Inc., or any other recognized mediation service agreed to by the parties, to arrange for the engagement and appointment of a mediator for the purpose of assisting the parties to amicably resolve the claim or dispute. The person or persons serving as mediator will be agreed upon by both parties. The cost of the mediator shall be borne equally by the parties. The Agency and Engineer further agree to cooperate fully with the appointed mediator's attempt to resolve the claim or dispute, and also agree that litigation may not be commenced, by either party, for a period of ninety calendar days following the receipt by the other party of the written notice of claim or dispute. This mediation provision may be asserted by either party as grounds for staying such litigation.

ARTICLE 13

ASSIGNABILITY

The Engineer shall not assign nor transfer any interest in this Contract without the prior written consent of the Agency.

ARTICLE 14

EQUAL EMPLOYMENT OPPORTUNITY

The Engineer agrees that it will not discriminate against any employee or applicant for employment because of race, religion, color, sex, age or national origin.

The parties hereby incorporate 41 C.F.R. 60-1.4(a)(7); 29 C.F.R. Part 471, Appendix A to Subpart A; 41 C.F.R.60-300.5(a)11; and 41 C.F.R. 60-741.5(a)6; if applicable.

This contractor and subcontractor shall abide by the requirements of 41 C.F.R. 60-300.5(a) and 41 C.F.R. 741.5(a). These regulations prohibit discrimination against qualified protected veterans, and qualified individuals on the basis of disability, respectively, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and qualified individuals with disabilities, respectively.

ARTICLE 15

COVENANT AGAINST CONTINGENT FEES

The Engineer warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fees, excepting bona fide employees. For breach or violation of this warranty, the Agency shall have the right to annul this Contract without liability or in its discretion to deduct from the Contract price or consideration or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

ARTICLE 16

SAFETY

The duty and/or Services furnished hereunder by the Engineer, does not include a review of the adequacy of any contractor's safety measures in, on, or near a project construction site. The contractor alone shall have the responsibility and liability thereof, and shall be insured accordingly. Neither the activities of the Engineer, nor the presence of the Engineer's employees at a site, shall relieve the contractor of their obligations, duties, and responsibilities with any health or safety precaution required to ensure the safety of the jobsite.

ARTICLE 17

INDEMNITY AGREEMENT

The Engineer's insurance shall be primary. The Engineer shall hold the Agency harmless from, and shall indemnify the Agency against, any and all claims, demands, actions or liabilities caused by or occurring by reason of any negligent act or omission of the Engineer, its agents, employees or subcontractors, arising out of or in connection with the performance of this Contract.

In those cases where damages have been caused by the concurrent negligence of the Agency and Engineer, its agents, employees or subcontractors, the Engineer shall be required to indemnify the Agency for that portion of the damages caused by the negligence of the Engineer, its agents, employees or subcontractors.

The Engineer has no duty to indemnify the Agency where damages were caused by the negligence of the Agency.

ARTICLE 18

INSURANCE

A. Public Liability

The Engineer shall provide evidence of comprehensive Public Liability and Property Damage Insurance which includes but is not limited to, operations of the Engineer, commercial general liability, and blanket limited contractual liability with limits of not less than:

COMPREHENSIVE GENERAL LIABILITY

Bodily Injury & Property Damage:	\$1,000,000 each person \$1,000,000 each occurrence \$1,000,000 each aggregate
----------------------------------	--

AUTOMOBILE LIABILITY

Bodily Injury:	\$1,000,000 each person \$1,000,000 each occurrence
----------------	--

Property Damage:	\$1,000,000 single limit
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The Agency shall be named as an additional insured as respects this Contract. In conjunction therewith, the Engineer shall furnish a certificate of such insurance to the Agency at the time of execution of this Contract.

B. Professional Liability

The Engineer shall provide Professional Errors and Omissions Liability Insurance which shall provide coverage for any negligent professional acts, errors or omissions for which the Engineer is legally responsible, with limits of not less than:

<u>PROFESSIONAL ERRORS</u>	\$1,000,000 each occurrence
AND	

<u>OMISSIONS LIABILITY</u>	\$1,000,000 aggregate
----------------------------	-----------------------

The Engineer shall furnish a certificate of such insurance to the Agency at the time of execution of this Contract.

ARTICLE 19

STATUS OF ENGINEER

The Engineer is an independent contractor operating for its own account, and is in no way and to no extent an employee or agent of the Agency. The Engineer shall have the sole judgment of the means, mode or manner of the actual performance of this Contract. The Engineer, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing this Contract.

ARTICLE 20

CERTIFICATION OF ENGINEER

Attached hereto is Exhibit "B" Certification Regarding Debarment, Suspension and Other Responsibility Matters.

ARTICLE 21

CHOICE OF LAW/JURISDICTION/VENUE

This Contract shall be governed as to validity, interpretation, construction and effect, and in all other respects, by the laws of the State of Washington. Jurisdiction of any suit or action arising out of or in connection with this Contract shall be in the State of Washington, and the venue thereof be in the same County as the Agency.

ARTICLE 22

NOTICES

In every case where, under any of the provisions of this Contract or in the opinion of either the Agency or the Engineer or otherwise, it shall or may become necessary or desirable to make, give, or serve any declaration, demand, or notice of any kind or character or for any purpose whatsoever, the same shall be in writing, and it shall be sufficient to either (1) deliver the same or a copy thereof in person to the District Chairperson, if given by the Engineer, or to the President or Secretary of the Engineer personally, if given by the Agency; or (2) mail the same or a copy thereof by registered or certified mail, postage prepaid, addressed to the other party at such address as may have theretofore been designated in writing by such party, by notice served in the manner herein provided, and until some other address shall have been so designated, the address of the Agency for the purpose of mailing such notices shall be as follows:

PORT LUDLOW DRAINAGE DISTRICT
P.O. Box 65621
Port Ludlow, Washington 98365

and the address of the Engineer shall be as follows:

GRAY & OSBORNE, INC.
1130 Rainier Avenue South
Suite 300
Seattle, Washington 98144

ARTICLE 23

ATTORNEY'S FEES

The parties agree that in the event a civil action is instituted by either party to enforce any of the terms and conditions of this Contract, or to obtain damages or other redress for any breach hereof, the prevailing party shall be entitled to recover from the other party, in addition to its other remedies, its reasonable attorney's fees in such suit or action and upon any appeal therefrom.

ARTICLE 24

CONTRACT TERM

The term of this Contract shall be for 2 years from the date of execution. The District retains the right to extend the Contract for 2 more years.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day and year written below.

ENGINEER: Gray & Osborne, Inc.

By: 

(Signature)

Name/Title: Michael B. Johnson, P.E., President

Date: 11/10/21

AGENCY: Port Ludlow Drainage District

By: 

(Signature)

Name/Title: Gary Rygmyr

(Print)

Port Ludlow Drainage District
Commissioner #1

Date: 11-11-2021

"Equal Opportunity/Affirmative Action Employer"

EXHIBIT “A”**GRAY & OSBORNE**

**PROFESSIONAL ENGINEERING SERVICES CONTRACT
FULLY BURDENED BILLING RATES*
THROUGH JUNE 15, 2022****

<u>Employee Classification</u>	<u>Fully Burdened Billing Rates</u>		
AutoCAD/GIS Technician/Engineering Intern	\$ 50.00	to	\$140.00
Electrical Engineer	\$120.00	to	\$190.00
Structural Engineer	\$110.00	to	\$171.00
Environmental Technician/Specialist	\$ 83.00	to	\$138.00
Engineer-In-Training	\$ 92.00	to	\$141.00
Civil Engineer	\$105.00	to	\$145.00
Project Engineer	\$119.00	to	\$155.00
Project Manager	\$130.00	to	\$213.00
Principal-in-Charge	\$140.00	to	\$213.00
Resident Engineer	\$122.00	to	\$167.00
Field Inspector	\$ 95.00	to	\$154.00
Field Survey (2 Person)***	\$166.00	to	\$248.00
Field Survey (3 Person)***	\$262.00	to	\$360.00
Professional Land Surveyor	\$118.00	to	\$163.00
Secretary/Word Processor***	N/A		

* Fully Burdened Billing Rates include overhead and profit.


** Updated annually, together with the overhead.

All actual out-of-pocket expenses incurred directly on the project are added to the billing. The billing is based on direct out-of-pocket expenses; meals, lodging, laboratory testing and transportation. The transportation rate is \$0.56 per mile or the current maximum IRS rate without receipt IRS Section 162(a).

*** Administration expenses include secretarial and clerical work; GIS, CADD, and computer equipment; owned survey equipment and tools (stakes, hubs, lath, etc. – Note: mileage billed separately at rate noted); miscellaneous administration tasks; facsimiles; telephone; postage; and printing costs, which are less than \$150.

EXHIBIT "B"**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
AND OTHER RESPONSIBILITY MATTERS**

- I. The Engineer, Gray & Osborne, Inc., certifies to the best of its knowledge and belief, that it and its principals:
- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - B. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission or fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (I)(B) of this certification; and
 - D. Have not within a 3-year period preceding this application/proposal had one or more public transactions (federal, state, or local) terminated for cause or default.



Michael B. Johnson, P.E., President
Gray & Osborne, Inc.

11/10/21

Date

The Agency may confirm the Engineer's suspension or debarment status on General Services Administration System for Award Management website: www.sam.gov.



CERTIFICATE OF LIABILITY INSURANCE

60

DATE (MM/DD/YYYY)

11/10/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AssuredPartners of Washington, LLC PMB #369, 19689 7th Ave NE, Ste 183 Poulsbo WA 98370		CONTACT NAME: Allison Barga PHONE (A/C, No, Ext): 360-626-2007 FAX (A/C, No): 360-626-2007 E-MAIL ADDRESS: allison.barga@assuredpartners.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: The Charter Oak Fire Insurance Company	
		INSURER B: The Travelers Indemnity Company of Connecticut	
		INSURER C: Travelers Property Casualty Company of America	
		INSURER D: Travelers Casualty and Surety Company	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 2014845322 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> OCP/XCU/BFPD <input checked="" type="checkbox"/> Separation Instds GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			6808N74449A	9/10/2021	9/10/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BA8P536892	9/10/2021	9/10/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP8N747012	9/10/2021	9/10/2022	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	6808N74449A	9/10/2021	9/10/2022	<input type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER WA Stop Gap E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liab: Claims Made Pollution Liab: Occurrence Form			105339819	9/10/2021	9/10/2022	\$1,000,000 Per Claim \$1,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: Port Ludlow Drainage District
 The certificate holder is an additional insured per the attached.

CERTIFICATE HOLDER

CANCELLATION

PORT LUDLOW DRAINAGE DISTRICT
 P.O. Box 65621
 Port Ludlow WA 98365

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Calley Z. Zepher

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies, or in connection with premises owned by or rented to you.

The person or organization does not qualify as an additional insured:

- c. With respect to the independent acts or omissions of such person or organization; or
- d. For "bodily injury", "property damage" or "personal injury" for which such person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- e. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- f. This insurance does not apply to the rendering of or failure to render any "professional services".
- g. In the event that the Limits of Insurance of the Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement does not increase the limits of insurance described in Section III – Limits Of Insurance.

- h. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

2. The following is added to Paragraph 4.a. of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

The insurance provided to the additional insured is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured which covers that person or organizations as a named insured for such loss, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have signed that "written contract requiring insurance". But this insurance provided to the additional insured still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any other insurance.

COMMERCIAL GENERAL LIABILITY

3. The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, done under a "written contract requiring insurance" with that person or organization. We waive this right only where you have agreed to do so as part of the "written contract requiring insurance" with such person or organization signed by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

4. The following definition is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After you have signed that written contract;
- b. While that part of the written contract is in effect; and
- c. Before the end of the policy period.

Port Ludlow Drainage District

PO Box 65261
Port Ludlow,
WA 98365

RE: Bid for 150 Resolute Lane

12/7/2023

Yarddogs Landscaping bid to install a 10' wide, 100' long 40 mil plastic liner as per request of the Port Ludlow drainage district. The price includes the cost of the liner and other material needed to complete the job and labor for installation. The total cost will be \$2900, not including tax.

This project is limited in scope to the description above. Any additional requests that are not included in the description will be considered and additional costs will be agreed upon prior to the start of work.

Russ Lowry, President

Yarddogs Landscaping

PO Box 686

Chimacum, WA 98325

360-643-1180

Yarddogs8124@gmail.com

RESOLUTION NO. 2019-02

PORT LUDLOW DRAINAGE DISTRICT

Jefferson County, Washington
P.O. Box 65261, Port Ludlow, WA 98365

A RESOLUTION OF THE PORT LUDLOW DRAINAGE DISTRICT,
REGARDING DELEGATION OF ADMINISTRATIVE AUTHORITY

WHEREAS, the Port Ludlow Drainage District is managed by a three-member Board of Commissioners which contracts all of the District's work to outside sources and has no employees of the District; and

WHEREAS, the Board of Commissioners has responsibilities and requires interaction with its contractors outside of the meetings of the Board; and

WHEREAS, in a June 2019 meeting with the District's legal counsel, W. Scott Snyder of Ogden, Murphy, Wallace, PLLC, Mr. Snyder noted that it is unclear that individual commissioners have the power to act on the District's behalf and recommended the Board pass a resolution delegating administrative authority to one or more persons; and

WHEREAS, the Board of Commissioners desires to spread its work effort among the three commissioners and has identified three general areas of interaction with contractors and landowners;

NOW, THEREFORE, BE IT RESOLVED by the Port Ludlow Drainage District that the policy of Delegation of Administrative Authority between the three District commissioners is established as follows:

1. The three areas of delegated authority shall be:
 - a. Finance including invoices, vouchers, tax filings and Insurance
 - b. Engineering and Maintenance, including inquiries from landowners regarding specific drainage issues
 - c. Clerical and Secretarial including meeting notifications, minutes, agendas, correspondence log, and posting to website
2. The Commission will appoint a delegate and an alternate to each of the three areas at the first meeting of the year with each assignment effective for the 12 months following the appointment.
 - a. The area delegated to individual commissioners by the Board of Commissioners are subject to ongoing review to ensure that the division of functions remains appropriate.
 - b. A commissioner may temporarily delegate their authority to the alternate commissioner in case of absence. The Board must be informed of the delegation and the period for which it will be in force.

3. Delegated Administrative Authority is limited to actions for routine operation of the District following its standard operating procedures and regulatory requirements.
4. Actions taken and authority exercised is to be reported to the Board of Commissioners at the District's quarterly regular meetings.
 - a. Any action requiring the approval of the Board of Commissioners shall be brought to the Board's attention by notification of an agenda item for the next regular meeting (non-emergency action) or a call for a Special Meeting (emergency action required).
5. Matters reserved for the Board of Commissioners
 - a. Decisions of strategy and policies
 - b. Matters involving non-budgeted items or expenditures greater than ¼ of the budgeted line item
 - c. Approval or changes of contracts
 - d. Representation of District business to other organizations, government agencies, media, or other entities that may have an impact of the District
 - e. All matters not specifically delegated by this Resolution
 - f. All matters with the potential to have a material impact on the reputation of the District


PASSED at the Regular Meeting of the Port Ludlow Drainage District Board of Commissioners this 12th day of December 2019.



Don Forbes, Chair, Commissioner 2



Katie Smith, Commissioner 1



Deborah Helleson, Commissioner 3

**OVERVIEW OF PORT LUDLOW DRAINAGE DISTRICT WEB SITE CONTENT,
LOCATION OF CONTENT AND POSSIBLE CHANGES**

HOME TAB	LINK	CONSIDER CHANGE	DECISION	DATE OF CHANGE
Intro Paragraph about District				
Announcements/News–				
➤ Commission Meetings	Commission meeting agenda			
➤ Covid Restrictions		Is this outdated?	Consensus to remove 6/11/2023	6/20/2023
➤ Election Results – No Election				
➤ Inspection of Beach Outfalls	Inspection Report	<p>1 Consider replacing text as shown in right column.</p> <p>2. Discuss where to place inspection report on the web page.</p>	<p>New</p> <p>Inspection of Beach Outfalls</p> <p>There are five drainage pipes that terminate in outfalls on the beach between the sewage treatment plant and the North end of Montgomery Court. These outfalls are</p>	8/16/2023

			<p>inspected about every four years. Here are the reports from those inspections:</p> <p>2023</p> <p>2021</p> <p>2017</p> <p>(There would be links to the reports for each year.)</p>	
➤ Looking for something else?	<p>Links:</p> <ul style="list-style-type: none"> • Minutes & Agendas • Resolution • Assessment System • Small Works Roster application (1) • Public Records Request form (1) • Founding Documents and Comprehensive plan under history • Projects (1) 	<p>The Small Works Roster process was repealed. Keep on the web site?</p>	<p>Consensus to remove 7/13/2023</p>	<p>7/18/2023</p>

ABOUT TAB	LINK	CONSIDER CHANGE	DECISION	DATE OF CHANGE
ABOUT History Subtab				
➤		<p>Study Session 10 09 23</p> <p>About Tab: Explore ways to consolidate the About page with links or the addition of tabs with topics such as History and Maintenance Operation. There was consensus to follow up the discussion at the regular October 12, 2023 meeting.</p>	<p>Study session 10 29 2023</p> <p>When the new maintenance map and table is uploaded to the web site, the maintenance maps currently on the web site will be saved to archives and removed from the web site.</p>	
➤ Paragraph about PLDD	Link to assessments			
➤ Maps	Link to three maps and three maintenance maps	Suggest using just center map of the district. The one on the right side is the same as the middle. The one on the left shows less info. E.g. road names.	7/13/2023 discussion of using one new updated map with district boundaries and maintenance areas.	

		Question: Will the new maintenance map be placed here or in projects section?		
ABOUT History and Documents Subtab	<ul style="list-style-type: none"> • Historical background about district formation • Founding documents • Comprehensive Stormwater Management Plan 	Note: Founding documents and Comprehensive Stormwater Management Plan were added in March.		
➤ Assessment System 2001-2020	Links to Assessment Ordinances and BOCC Hearings to present			
➤ Accordion tabs for history by year 2021 to 1998				
➤ Press	Links to Port Ludlow Voice articles	Note: This was removed sometime around 2020-2021 and added back 3/2023		
➤ Commissioner History	<ul style="list-style-type: none"> • History of Commissioners • JC worksheet for • JC BOCC Minutes 11/27/200 	There is duplicate content noted with the teal highlight.	Consensus 7/13/2023 to keep History of Com., JC worksheet and JC BOCC Minutes under ABOUT	

			Commissioners under Commissioner History	
ABOUT Commissioners				
➤ Table of Commissioners/terms				
➤ Contact info	emails			
➤ Elections	Election Results PDFs			
➤ Commissioner History	<ul style="list-style-type: none"> History of Commissioners JC worksheet for 	This information is redundant with Commissioner history in the History section of ABOUT. Maybe this could be deleted or add text saying for History of Commissioners go to History and Documents Commission History	Consensus to move to About Com – tab Commissioner History	
➤ Commissioner Bonding	References for Commissioner Bonding (3 links)			
ABOUT Projects				
➤ Paragraph about projects and list of 18 Capital Improvement Projects	<ul style="list-style-type: none"> Links with maps and brief description of each CIP 			
➤ Project Maps	<ul style="list-style-type: none"> Shows three maintenance maps 	Perhaps title could be changed from		

	and link to maintenance inventory	Project Maps to Maintenance Inventory Map with the link to the maintenance inventory.		
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New Tab I HAVE A QUESTION OR PUBLIC INQUIRY	New fillable email inquiry			
RECORDS	LINK	CONSIDER CHANGE	DECISION	
➤ Minutes	Links to minutes, agendas and recordings	Should the title be changed to Agendas, minutes, recordings?	Consensus on 7/13/2023 to change title from Minutes to Agendas - Minutes	7/18/2023
➤ Resolutions	Links to resolutions			
➤ Financials	<ul style="list-style-type: none"> • 2023 Budget • Statements of Financial Income & Expenses (monthly 2023, 2022) • 2021 Quarterly reports and 2021 year end reports • 2020 Quarterly reports 		Consensus to make the following changes: <ul style="list-style-type: none"> • Remove the word 'Final' from the title of Budget. • Remove "Budget and Assessment to Jefferson County" • Replace the words Statement 	7/18/2023 8/2/2023 8/2/2023

			<p>of Financial Income and Budget Performance for the applicable month with the name of the month Financial Statement.</p> <ul style="list-style-type: none"> • Retain the Budget and Assessment with a recognition that this will be changed in the future. 	
FORMS	LINK	CONSIDER CHANGE	DECISION	
<ul style="list-style-type: none"> ➤ Property owner tree cutting form ➤ Public Records request ➤ Claim Form for Damages <p>Looking for founding documents and other historical documents – refers to history -- similar references to projects and, media.</p>	<p>Links for forms listed in left column.</p> <p>Links to Public Records procedures and for agent and process for damages</p>	<p>Delete tree cutting form?</p> <p>Comment: Historical information, projects and media are not forms and the</p>	<p>Delete tree cutting & outdate claim form 6/11/2023</p> <p>Remove claim form and replace with an updated one from Enduris</p>	<p>6/20/2023</p> <p>Removed 6/20/2023</p>

Archive link		<p>reference seems inappropriate</p> <p>This link does not go to archives.</p>	<p>10/9/2023 Forms Tab:</p> <ul style="list-style-type: none"> ✓ Change the links to the forms on the Forms tab to a bulleted list of links to forms and eliminate the words "Looking for..." ✓ Add the Claim form recently provided by Enduris and replace the current 'Agent' tab with a link to Resolution 2017-03. ✓ Delete the non-form links on the page because the links are redundant with information 	10/10/2023
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			provided with other tabs on the website.	
Q&A	LINK	CONSIDER CHANGE	DECISION	
➤ Who is responsible for maintaining driveway culverts?	2018 PL Village Voice	Is this outdated?		
➤ Are there potential culvert replacements required to protect fish habitat within the boundaries of PLDD?				
➤ Is the PLDD part of the LMC?				
➤ Considering removal of brush and trees?	Read Guidelines	Are guidelines up to date?		
➤ Do I need a drainage plan to build?	Planning for Construction within LMC of PL flow chart <ul style="list-style-type: none"> • Link to Jefferson County Permit Portal and development review chart 	Recommend remove chart. Recommend asking Kerri and County how to answer question.		
????		Do we want to explain what the district does and does not maintain?		

		Do we want a link that may be redundant to our public inquiry here?		
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(1) Link also on Documents and Forms page

- [Home, https://pldd.org](https://pldd.org)
- [About the PLDD, overview, purpose, history, historical documents, press archives, district maps](#)
 - [essay with historical background on the original LMC Drainage Committee](#)
 - [Commissioners, contact the PLDD](#)
 - [District Meeting Schedule](#)
 - [Minutes, Agendas for District meetings](#)
 - [Resolutions; Board of Commissioners](#)
 - [Documents and Forms for Vendors, Property Owners](#)
- [Questions & Answers](#)
- [PLDD Projects – Summary](#)
- 1. [North Bay Condos No. 2 Conveyance System](#)
- 2. [Area 7 Detention Pond/Bioswale Rehabilitation](#)
- 3. [Oak Bay Road to Libby Court Outfall \(Oak Bay Road Phase I\)](#)
- 4. [Incised Ditch – Oak Bay Road to Montgomery \(Oak Bay Road Phase II\)](#)
- 5. [Oak Bay Road Ditch Modification \(Oak Bay Road Phase III\)](#)
- 6. [Adventurer Lane Cutoff Trench](#)
- 7. [Olympic/Cascade Easement Cutoff Trench](#)
- 8. [Foster Lane Drainage Improvements](#)
- 9. [Pope/Condon Lane Outfall Improvements](#)
- 10. [McCurdy Lane Cutoff Trench](#)
- 11. [Montgomery Lane Redirection/Outfall Abandonment](#)
- 12. [Waste Water Treatment Plant Ditch and Culvert Improvements](#)
- 13. [Jackson-Foster/Machias Loop/Warbler Drainage Improvements](#)

14. [North Bay No. 2 Drainage Improvements](#)
15. [Upper West Baldwin to Oak Bay Road Improvements](#)
16. [Beach Club Drainage Improvements \(Participant\)](#)
17. [Forester/Trader Lane Improvements](#)
18. [Cascade Lane Flood Abatement](#)

Report of Account Balances and Changes
For November 2023
Port Ludlow Drainage District

Account	January	February	March	April	May	June	July	August	September	October	November	December	13th Month	Totals
General Fund (GF):														
GF Beginning Cash Balance	\$ 62,308.16	\$ 62,910.57	\$ 63,620.84	\$ 63,049.59	\$ 82,202.93	\$ 80,805.73	\$ 75,917.04	\$ 72,792.34	\$ 63,151.34	\$ 58,402.88	\$ 79,726.41			
GF Receipts	\$ 602.41	\$ 4,654.25	\$ 5,923.67	\$ 24,809.66	\$ 6,005.99	\$ 1,034.73	\$ 905.41	\$ 929.09	\$ 1,322.38	\$ 26,612.63	\$ 3,190.97			\$ 75,991.19
GF Disbursements	\$ -	\$ (3,943.98)	\$ (6,494.92)	\$ (5,656.32)	\$ (7,403.19)	\$ (5,923.42)	\$ (4,030.11)	\$ (10,570.09)	\$ (6,070.84)	\$ (5,289.10)	\$ (4,383.14)			\$ (59,765.11)
GF Ending Cash Balance	\$ 62,910.57	\$ 63,620.84	\$ 63,049.59	\$ 82,202.93	\$ 80,805.73	\$ 75,917.04	\$ 72,792.34	\$ 63,151.34	\$ 58,402.88	\$ 79,726.41	\$ 78,534.24			
GF Investment Pool														
GF Investment Pool Beginning Balance	\$ 148,000.00	\$ 148,000.00	\$ 148,000.00	\$ 148,000.00	\$ 148,000.00	\$ 148,000.00	\$ 148,000.00	\$ 148,000.00	\$ 148,000.00	\$ 148,000.00	\$ 148,000.00			
GF Investment Pool Gross Interest	\$ 524.90	\$ 523.32	\$ 597.87	\$ 599.49	\$ 647.12	\$ 632.29	\$ 658.17	\$ 670.74	\$ 655.10	\$ 678.46	\$ 661.02			\$ 6,848.48
GF Investment Pool Fee Amount	\$ -	\$ 26.17	\$ 29.89	\$ 29.97	\$ 32.36	\$ 31.61	\$ 32.91	\$ 33.54	\$ 32.76	\$ 33.92	\$ 33.05			\$ 316.18
GF Investment Pool Net Interest	\$ 524.90	\$ 497.15	\$ 567.98	\$ 569.52	\$ 614.76	\$ 600.68	\$ 625.26	\$ 637.20	\$ 622.34	\$ 644.54	\$ 627.97			\$ 6,532.30
GF Investment Pool Ending Balance	\$ 148,000.00	\$ 148,000.00	\$ 148,000.00	\$ 148,000.00	\$ 148,000.00	\$ 148,000.00	\$ 148,000.00	\$ 148,000.00	\$ 148,000.00	\$ 148,000.00	\$ 148,000.00			
GF Receipts Breakdown														
Special Assessment Revenue	\$ 77.51	\$ 4,157.10	\$ 5,355.69	\$ 24,240.14	\$ 5,391.23	\$ 434.05	\$ 280.15	\$ 291.89	\$ 700.04	\$ 25,963.87	\$ 2,563.00			\$ 69,454.67
Interest from GF Investment Pool	\$ 524.90	\$ 497.15	\$ 567.98	\$ 569.52	\$ 614.76	\$ 600.68	\$ 625.26	\$ 637.20	\$ 622.34	\$ 644.54	\$ 627.97			\$ 6,532.30
Transfers & Other Activity	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ ★ 4.22	\$ -			\$ 4.22
<i>GF Receipts</i>	\$ 602.41	\$ 4,654.25	\$ 5,923.67	\$ 24,809.66	\$ 6,005.99	\$ 1,034.73	\$ 905.41	\$ 929.09	\$ 1,322.38	\$ 26,612.63	\$ 3,190.97			

★ \$4.22 in a refund check from the United States Treasury for payroll taxes that they did not require to be paid by a utility district. An additional \$37.38 was withdrawn and then voided and returned to the account in a printing error regarding the Washington Cares check needing to be separated from the Paid Family and Medical Leave check.

Port Ludlow Drainage District

Statement of Financial Income & Expense Budget Performance

November 2023

12/12/23

Accrual Basis

	Nov 23	Budget	\$ Over Budget	Jan - Nov 23	YTD Budget	\$ Over Budget	Annual Budget
Ordinary Income/Expense							
Income							
361.11 · Investment Interest	661.02			6,848.48			
368.00 · Special Assessment Capital (SA)	2,563.00	4,194.81	-1,631.81	69,454.67	69,573.78	-119.11	70,000.00
Total Income	3,224.02	4,194.81	-970.79	76,303.15	69,573.78	6,729.37	70,000.00
Gross Profit	3,224.02	4,194.81	-970.79	76,303.15	69,573.78	6,729.37	70,000.00
Expense							
5535000 · Field Expenses							
5535018 · Temporary Labor	0.00	0.00	0.00	0.00	2,520.00	-2,520.00	2,520.00
5535040 · Drainage Maintenance Operation	1,885.62	1,885.00	0.62	23,891.32	20,735.00	3,156.32	22,620.00
Total 5535000 · Field Expenses	1,885.62	1,885.00	0.62	23,891.32	23,255.00	636.32	25,140.00
5535100 · Engineering							
5535140 · General District Engineering	266.49	1,030.00	-763.51	10,450.32	11,330.00	-879.68	12,360.00
5535141 · Assessment Roll & Certification	0.00	0.00	0.00	0.00	1,030.00	-1,030.00	1,030.00
5535143 · Unanticipated Engineering Costs	0.00	380.00	-380.00	0.00	4,180.00	-4,180.00	4,560.00
Total 5535100 · Engineering	266.49	1,410.00	-1,143.51	10,450.32	16,540.00	-6,089.68	17,950.00
5535200 · Personnel							
5535210 · Administrative Personnel	805.06	955.05	-149.99	7,072.00	10,505.55	-3,433.55	11,460.60
5535220 · Federal Taxes							
FICA Expense	118.18	110.00	8.18	889.90	1,302.00	-412.10	1,412.00
FUTA Expense	0.00			4.13			
Total 5535220 · Federal Taxes	118.18	110.00	8.18	894.03	1,302.00	-407.97	1,412.00
5535221 · State Taxes							
L&I Expense	4.21			45.98			
WAPFML Expense	0.00	30.00	-30.00	19.89	354.00	-334.11	384.00
Total 5535221 · State Taxes	4.21	30.00	-25.79	65.87	354.00	-288.13	384.00
5535230 · Commissioner Meetings/District	740.00	370.00	370.00	4,896.00	5,180.00	-284.00	5,550.00
Total 5535200 · Personnel	1,667.45	1,465.05	202.40	12,927.90	17,341.55	-4,413.65	18,806.60
5535300 · Miscellaneous/Office Expenses							
5535331 · Supplies	0.00	85.00	-85.00	43.68	935.00	-891.32	1,020.00
5535341 · Rent	190.93	125.00	65.93	2,143.48	2,510.00	-366.52	2,635.00
5535342 · Postage/Mailings	0.00	16.00	-16.00	66.00	176.00	-110.00	191.00
5535343 · Advertising	0.00	15.00	-15.00	0.00	165.00	-165.00	180.00
5535344 · Insurance	0.00	0.00	0.00	5,475.00	5,500.00	-25.00	5,500.00
5535345 · Website Maint. & Renewal	0.00	0.00	0.00	2,964.70	3,480.00	-515.30	3,480.00
5535346 · Misc. Filing/Recording Fee	0.00	0.00	0.00	425.39	200.00	225.39	200.00
5535740 · Software & Subscriptions	295.25			295.25			

Port Ludlow Drainage District

Statement of Financial Income & Expense Budget Performance

November 2023

12/12/23

Accrual Basis

	Nov 23	Budget	\$ Over Budget	Jan - Nov 23	YTD Budget	\$ Over Budget	Annual Budget
Total 5535300 · Miscellaneous/Office Expenses	486.18	241.00	245.18	11,413.50	12,966.00	-1,552.50	13,206.00
5535301 · Commissioners Mileage & Expense							
5535340 · Commissioner Mileage/Travel Exp	0.00	0.00	0.00	90.99	300.00	-209.01	400.00
TBA · Commissioner Bond Aid	0.00			110.00			
Total 5535301 · Commissioners Mileage & Expense	0.00	0.00	0.00	200.99	300.00	-99.01	400.00
5535302 · Assessments/County Fees/Electio							
5535347 · State Auditor	0.00	0.00	0.00	1,024.80	1,200.00	-175.20	1,200.00
Total 5535302 · Assessments/County Fees/Electio	0.00	0.00	0.00	1,024.80	1,200.00	-175.20	1,200.00
5535400 · Professional Services							
5535442 · Budget Asssitance	88.83	0.00	88.83	977.13	4,000.00	-3,022.87	4,000.00
5535443 · Legal	0.00	735.00	-735.00	729.00	8,085.00	-7,356.00	8,820.00
5535444 · Accounting Clerk	250.00	260.00	-10.00	3,211.00	3,160.00	51.00	3,420.00
Total 5535400 · Professional Services	338.83	995.00	-656.17	4,917.13	15,245.00	-10,327.87	16,240.00
5594144 · Engineering - Capital Projects							
5535145 · Miscellaneous Design Project	0.00	0.00	0.00	0.00	10,000.00	-10,000.00	10,000.00
Total 5594144 · Engineering - Capital Projects	0.00	0.00	0.00	0.00	10,000.00	-10,000.00	10,000.00
Total Expense	4,644.57	5,996.05	-1,351.48	64,825.96	96,847.55	-32,021.59	102,942.60
Net Ordinary Income	-1,420.55	-1,801.24	380.69	11,477.19	-27,273.77	38,750.96	-32,942.60
Net Income	-1,420.55	-1,801.24	380.69	11,477.19	-27,273.77	38,750.96	-32,942.60