

**PUBLIC UTILITY DISTRICT No. 1
of Whatcom County**

Agenda for the Regular Meeting of April 14, 2026

8:15 AM at the PUD Office

(In-Person, Zoom, & Teleconference)

1. Call to Order | Pledge of Allegiance
2. Approval of Agenda (2 minutes)
3. Consent Agenda (5 minutes)
 - a) Approval of the Minutes of the Meeting of March 24, 2026 and the Minutes of the Special Meeting of March 27, 2026.
 - b) Approval of Claims for April 14, 2026
4. Public Comment (10 minutes – Individual speakers: 3 minutes)
5. General Manager Report (20 minutes)
6. Operations Report (10 minutes)
7. Old Business (25 minutes)
 - a) Broadband Update
 - b) Adjudication Update
 - c) Geothermal Update
 - d) New Customer Update
8. New Business (20 minutes)
 - a) Resolution 1: Resolution 897, Sole Source for Integrated Underwater Services
 - b) Resolution 2: First Reading of Resolution No. 898 Appointing A General Manager
9. Commissioner Reports (10 minutes)
 - a) Upcoming Per Diem Requests
Commissioner Arnett: None as of publication
Commissioner Ury: None as of publication
Commissioner Deshmane: None as of publication
10. Public Comment (10 minutes– Individual speakers: 3 minutes)
11. Executive Session – None
12. Adjourn (10:00 AM Approximate)

Notice:

All Commissioners will participate either In-Person, via Zoom/internet or teleconference.

The public meeting can be accessed;

By internet: <https://us02web.zoom.us/j/81925161954>

Note: if attending via zoom we would appreciate your full name for the commission record though it is not required.

Or telephone: Dial 1 (253) 215 8782 or 1 (253) 205 0468

Webinar ID: 819 2516 1954

Next Commission Meetings

April 28, 2026 |8:15 a.m.| Regular Meeting

May 12, 2026 |8:15 a.m.| Regular Meeting

Meetings to be held at the District Office

1705 Trigg Road, Ferndale, WA 98248

or other location announced

Contact: Chris Heimgartner, General Manager (360) 384-4288 x 119

info@pudwhatcom.org

www.pudwhatcom.org

Name (original name)	Join time	Leave time	Duration (Guest	Recording disclaimer res	In waiting room
Mike M. Whatcom PUD - IT	3/24/2026 7:46	3/24/2026 11:11	206 No	OK	No
Whatcom PUD	3/24/2026 7:47	3/24/2026 9:27	100 No	No Response	No
Stephanie Hooper	3/24/2026 7:50	3/24/2026 9:27	98 No	No Response	No
Joseph Shay	3/24/2026 7:50	3/24/2026 11:11	201 No	No Response	No
Michael M.	3/24/2026 7:52	3/24/2026 8:04	13 Yes	No Response	No
Rebecca Schlotterback	3/24/2026 7:52	3/24/2026 11:11	200 No	No Response	No
Annette Smith - Whatcom	3/24/2026 7:52	3/24/2026 11:11	199 No	No Response	No
Aaron Peterson	3/24/2026 7:58	3/24/2026 8:00	2 No	OK	No
Michael	3/24/2026 8:00	3/24/2026 9:11	72 Yes	No Response	No
garrettl	3/24/2026 8:01	3/24/2026 11:10	190 Yes	No Response	No
Aaron Peterson	3/24/2026 8:01	3/24/2026 11:11	190 No	No Response	No
Kurt Wank	3/24/2026 8:04	3/24/2026 9:23	79 Yes	No Response	No
Michael M.	3/24/2026 8:04	3/24/2026 11:11	187 Yes	No Response	No
Brian Heinrich, PSE	3/24/2026 8:06	3/24/2026 11:11	186 Yes	No Response	No
Andrea Doyle, AltaGas	3/24/2026 8:10	3/24/2026 11:11	181 Yes	No Response	No
Devin Crabtree	3/24/2026 8:25	3/24/2026 9:26	62 No	No Response	No
Nash El-Badawi	3/24/2026 8:34	3/24/2026 8:34	1 Yes	No Response	No
Nash El-Badawi	3/24/2026 8:35	3/24/2026 8:56	21 Yes	No Response	No
Jon Littlefield	3/24/2026 8:40	3/24/2026 11:11	151 Yes	No Response	No
Kurt Wank	3/24/2026 9:51	3/24/2026 11:11	80 Yes	No Response	No
Stephanie Hooper	3/24/2026 9:57	3/24/2026 11:11	74 No	No Response	No
Whatcom PUD	3/24/2026 11:06	3/24/2026 11:11	6 No	No Response	No

2026.03.24 Commission Meeting Zoom Attendance Sheet

MINUTES OF THE MEETING OF THE COMMISSION March 24, 2026

1. Call to Order | Pledge of Allegiance:

The meeting of the Board of Commissioners (“Commission”) of Public Utility District No. 1 of Whatcom County (“PUD”) was called to order at 8:00 AM by Commissioner Eddy Ury. Said meeting was open to the public and notice thereof had been given as required by law.

Those present at the meeting included:

COMMISSION AND STAFF

Atul Deshmane	Commissioner
Jaime Arnett	Commissioner
Eddy Ury	Commissioner
Peter Ruffatto	General Counsel, CSD Attorneys at Law
Chris Heimgartner	General Manager
Aaron Peterson	IT/SCADA Tech
Andrew Entrikin	Director – Broadband and New Power Supply
Annette Smith	Finance Director
Devin Crabtree	Chief Water Operator
Garrett Love-Smith	Engineering Manager
Jon Littlefield	Electric System Supervisor
Joseph Shay	Clerk of the Board / Records
Kurt Wank	Assistant General Manager
Lisa Moeller	Director – HR & Communications
Mike Macomber	IT/SCADA Technician
Rebecca Schlotterback	Contracts and Regulatory Compliance Manager
Stephanie Hooper	Accountant 1

VISITORS

Todd Lagestee	Citizen
Brian Heinrich	Puget Sound Energy
Nash El-Badawi	British Petroleum (BP)
Andrea Doyle	AltaGas

Note: Commissioner Deshmane arrived at the meeting at 8:05 AM and was not present for the votes to approve the agenda and the consent agenda.

2. Approval of Agenda:

ACTION:

Commissioner Arnett made a motion to approve the agenda. Commissioner Ury seconded the motion. The motion passed with both commissioners voting in favor.

3. Approval of Consent Agenda:

a) Approval of the Minutes of the Regular Commission Meeting of March 10, 2026, the Special Meeting of March 13, 2026, the Special Meetings of March 19, 2026, and Approval of the Claims of March 24, 2026:

Commissioner Arnett made a motion to approve the consent agenda. Commissioner Ury seconded the motion. The motion passed with both commissioners voting in favor.

Claims of March 24, 2026:

BARNHART CRANE AND RIGGING LLC	3,337.52
BONNEVILLE POWER ADMINISTRATION	863,213.00
CALDERA ARCHAEOLOGY	2,173.50
CHMELIK SITKIN & DAVIS	15,085.00
COMCAST	330.37
CRABTREE, DEVIN	32.72
CULLIGAN NORTHWEST	223.39
ESCAPE VELOCITY HOLDING INC DBA TRACE3	32,774.99
EXACT SCIENTIFIC SERVICES INC.	31.00

FASTENAL	61.68
FERNDALE ACE HARDWARE	80.42
FLOWSERVE FSD CORPORATION	9,167.42
FOSTER GARVEY PC	15,717.50
GATEWAY CONTROLS	1,985.60
GOODWIN, CHRISTOPHER	635.37
HERITAGE ENGINEERING GROUP	15,723.57
INTERNAL REVENUE SERVICE	27,883.20
MASSMUTUAL RETIREMENT SVCS LLC	14,510.00
P&P EXCAVATING, LLC	1,871.36
PACIFIC SURVEY & ENGINEERING	380.00
PAYLOCITY	584.10
PAYROLL	292,503.35
PLATT ELECTRIC SUPPLY CO	1,693.33
PORTAL WAY FARM & GARDEN	33.78
PUBLIC UTILITY RISK MANAGEMENT SERVICES	10,234.18
PUGET SOUND ENERGY, INC	1,067.26
STAR RENTALS	1,708.88
TOTH AND ASSOCIATES, INC	12,730.00
URY, EDWARD	1,187.16
VALVOLINE	269.62
VIBE INC	6,755.84
WA FEDERAL VISA CARD MEMBER SERVICES	11,675.72
WA PUBLIC UTILITY DISTRICTS ASSOCIATION	1,236.20
WA ST DEPT OF REVENUE - EXCISE TAX	113,737.41
WESTERN CONFERENCE OF TEAMSTERS	9,464.00
WHISTLE WORKWEAR	166.93
WONDERWARE PACWEST	3,895.04
GRAND TOTAL	\$ 1,474,160.41

4. Public Comment:

None

5. General Manager's Report:

Chris Heimgartner, General Manager reported he will be attending the general manager's meeting at WPUDA in Pasco. Mr. Heimgartner reported on next year's weather outlook noting the potential for a super El Nino event and how that might impact the PUD.

6. Operations Report:

Kurt Wank, Assistant General Manager gave a presentation on the 90% completion plans for the plant 1 rebuild. Mr. Wank outlined the next steps in the rebuild process and noted further updates should be available by mid-June.

7. Old Business:

a) Broadband Update – Chris Heimgartner, General Manager notified the Commission that per information received last Friday the Port Roberts broadband project is not able to move forward. He reported staff sees no feasible way to run fiber without ground disturbing activity at Point Roberts and therefore the project is unable to proceed. The Commission requested time to consider this news and called for a zoom only, special commission meeting on Friday March 27, 2026 at 3:30 PM to discuss this information and the future of the project at a more in-depth level.

b) Adjudication Update – None.

c) Geothermal Update – Chris Heimgartner, General Manager informed the Commission of a potential Notice of Funding Opportunity from the United States Department of Energy for exploratory geothermal well drilling and noted that this is something the PUD may be able to take advantage of.

e) New Customer Update – None

8. New Business:

a) Kurt Wank, Assistant General Manager presented action item No. 1 seeking approval of a work order with Toth Engineering for the new Cherry Point substation. Commissioner Arnett made a motion to approve work order TOT260301 with Toth & Associates Engineering to design a 115kv substation and authorize the general manager to sign the agreement. Commissioner Deshmane seconded the motion. The motion passed unanimously.

b) Stephanie Hooper, Accountant for the PUD presented resolution No. 895 authorizing the cancellation of warrant No. 01273518 to the Commission. Commissioner Arnett made a motion to approve resolution No. 895. The motion passed unanimously.

c) Kurt Wank, Assistant General Manager presented resolution No. 896 authorizing an emergency declaration for fiber repair. Commissioner Deshmane made a motion to approve resolution No. 896 amending the language of the "Now Therefore" section of the resolution adding the words "acknowledges, and" so the section reads as follows:

"Now therefore be it resolved that the District hereby acknowledges, and deems, the emergency closed following payment to Sound Drilling (Exhibit B),".

Commissioner Arnett seconded the motion. The motion passed unanimously.

9. Commission Reports/Per Diem Requests:

Commissioner Arnett: No non-pre-approved per diem requests, Commissioner Arnett reported the WPUDA meetings she recently attended.

Commissioner Deshmane: No non-pre-approved per diem requests, Commissioner Deshmane reported on the WPUDA meetings he attended and on some of the reports presented at those meetings.

Commissioner Ury: No non-pre-approved per diem requests. Commissioner Ury reported on the WPUDA meetings he attended. Mr. Ury also noted that he will be attending the upcoming Energy Northwest meeting and the upcoming Whatcom County Council meeting.

10. Public Comment:

None.

11. Executive Session:

Commissioner Ury made the following announcements: The regular commission meeting was recessed at 9:25 AM The executive session was convened at 9:30 AM (allowing for a 5-minute break) to discuss the following subjects:

- Discuss with Legal Counsel Pending or Potential Litigation Pursuant to RCW 42.30.110(1)(i)
- Evaluate Qualifications of Applicant for Public Employment for the General Manager position RCW 42.30.110(1)(g), Including Potential Action
- Consider the Selection of a Site or the Acquisition of Real Estate by Lease or Purchase Under RCW 42.30.110(1)(b)

The executive session was expected to last 60 minutes and conclude at 10:30 AM. At 10:30 AM the executive session was extended 20 minutes to conclude at 10:50 AM. At 10:50 AM the executive session was extended 10 minutes to conclude at 11:00 AM. Commissioner Ury announced that the executive session had concluded at 11:06 AM at which point he resumed the regular meeting.

12. Consideration of Next Steps in GM Recruitment Process:

Commissioner Arnett made a motion to designate Anthony Hardenbrook as the Commission's first preferred candidate and Vanessa Barbarisi as the Commission's second preferred candidate, and to authorize the PUD's legal counsel, in coordination with the recruitment consultant, to negotiate tentative employment terms with the preferred candidate and, if unable to reach a tentative terms, to negotiate with the second preferred candidate, and to bring back tentative terms for consideration by the Commission. Commissioner Deshmane seconded the motion. The motion passed unanimously.

13. Adjourn:

There being no further business Commissioner Ury adjourned the meeting at 11:11 AM

Eddy Ury, President/Commissioner

Atul Deshmane, Vice President/Commissioner

Jaime Arnett, Secretary/Commissioner

Commission Clerk Note:

Video recordings of the Whatcom PUD Commission Meetings are available online at the following link on the PUD's Website: <https://www.pudwhatcom.org/the-commission/agenda-packets-meeting-minutes-recordings/>

Name (original name)	Join time	Leave time	Duration (minutes)	Guest	Recording disclaimer response	In waiting room
Mike M. Whatcom PUD - IT	3/27/2026 15:16	3/27/2026 16:32	76	No	OK	No
Michael M.	3/27/2026 15:16	3/27/2026 16:32	76	Yes	No Response	No
Joseph Shay	3/27/2026 15:17	3/27/2026 16:32	75	No	No Response	No
Jaime Arnett - Whatcom PUD	3/27/2026 15:18	3/27/2026 15:20	3	Yes	No Response	No
Jaime Arnett - Whatcom PUD	3/27/2026 15:20	3/27/2026 15:55	36	Yes	No Response	No
Andrew Entrikin, Whatcom PUD	3/27/2026 15:23	3/27/2026 15:23	1	Yes	No Response	No
Andrew Entrikin, Whatcom PUD	3/27/2026 15:23	3/27/2026 15:56	33	Yes	No Response	No
Chris Whatcom PUD	3/27/2026 15:25	3/27/2026 15:25	1	Yes	No Response	No
Chris Whatcom PUD	3/27/2026 15:25	3/27/2026 15:55	31	Yes	No Response	No
Lisa Moeller	3/27/2026 15:26	3/27/2026 15:26	1	Yes	No Response	No
Lisa Moeller	3/27/2026 15:26	3/27/2026 15:55	30	Yes	No Response	No
Brian Heinrich, PSE	3/27/2026 15:26	3/27/2026 15:27	2	Yes	No Response	No
Commissioner Atul Deshmane's iPhone 13	3/27/2026 15:26	3/27/2026 15:27	1	Yes	No Response	No
Peter Ruffatto	3/27/2026 15:27	3/27/2026 15:27	1	Yes	No Response	No
Peter Ruffatto	3/27/2026 15:27	3/27/2026 15:55	29	Yes	No Response	No
Brian Heinrich, PSE	3/27/2026 15:27	3/27/2026 16:31	65	Yes	No Response	No
Commissioner Atul Deshmane's iPhone 13	3/27/2026 15:27	3/27/2026 15:55	29	Yes	No Response	No
Eddy Ury	3/27/2026 15:29	3/27/2026 15:55	27	No	No Response	No
Jaime Arnett - Whatcom PUD	3/27/2026 16:30	3/27/2026 16:31	1	Yes	No Response	No
Eddy Ury	3/27/2026 16:30	3/27/2026 16:32	2	No	No Response	No
Chris Whatcom PUD	3/27/2026 16:30	3/27/2026 16:31	1	Yes	No Response	No
Peter Ruffatto	3/27/2026 16:30	3/27/2026 16:31	2	Yes	No Response	No
Lisa Moeller	3/27/2026 16:30	3/27/2026 16:31	1	Yes	No Response	No
Commissioner Atul Deshmane's iPhone 13	3/27/2026 16:30	3/27/2026 16:31	1	Yes	No Response	No
Commissioner Atul Deshmane's iPhone 13	3/27/2026 16:31	3/27/2026 16:32	1	Yes	No Response	No
Jaime Arnett - Whatcom PUD	3/27/2026 16:31	3/27/2026 16:31	1	Yes	No Response	No
Chris Whatcom PUD	3/27/2026 16:31	3/27/2026 16:31	1	Yes	No Response	No
Lisa Moeller	3/27/2026 16:31	3/27/2026 16:31	1	Yes	No Response	No

2026.03.27 Special Commission Meeting Zoom Attendance Sheet (Meeting was Zoom Only)

**MINUTES OF THE SPECIAL
MEETING OF THE COMMISSION
March 27, 2026**

1. Call to Order:

The special meeting of the Board of Commissioners (“Commission”) of Public Utility District No. 1 of Whatcom County (“PUD”) was called to order at 3:31 PM by Commissioner Eddy Ury. Said meeting was open to the public and notice thereof had been given as required by law.

Those present at the meeting included:

COMMISSION AND STAFF

Atul Deshmane	Commissioner
Jaime Arnett	Commissioner
Eddy Ury	Commissioner
Peter Ruffatto	General Counsel, CSD Attorneys at Law
Chris Heimgartner	General Manager
Andrew Entrikin	Director of Broadband and New Power Supply
Joseph Shay	Clerk of the Board / Records
Lisa Moeller	Director of HR & Communications
Mike Macomber	IT/SCADA Technician

VISITORS

Brian Heinrich	Puget Sound Energy
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2. Agenda:

The purpose of the special meeting was to:

- Hold a work session to discuss recent developments in the Point Roberts broadband project and consider next steps.
- Executive Session to evaluate qualifications of an applicant for public employment for the General Manager position RCW 42.30.110(1)(g)

Commissioner Arnette made a motion to accept the agenda as proposed. Commissioner Deshmane seconded the motion. The motion passed unanimously.

3. Point Roberts Work Session:

Andrew Entrikin, Director of Broadband and New Power Supply briefed the Commission on the status of the Point Roberts broadband project noting the project is not moving forward and Mr. Entrikin has not been able to determine any feasible way to move forward with the project. Mr. Entrikin suggested the Commission look into the process of shutting the project down and working with the Department of Commerce to close the project and prepare a report on the history of the project.

Commissioner Deshmane reported he had spoken with a representative from the Lummi Broadband Utility who said she spoke with a couple of Lummi Nation council members about the issue at Point Roberts. Commissioner Deshmane sought the approval of the Commission to have a meeting the week of March 30, 2026 with representatives of the Lummi Nation to see if they would be able to assist the PUD in keeping the Point Roberts project alive and moving forward. The Commission gave their verbal approval for Commissioner Deshmane and PUD staff to meet with the appropriate members of the Lummi Nation to discuss the Point Roberts project.

4. Executive Session:

The special meeting was recessed to executive session to evaluate qualifications of an applicant for public employment for the General Manager position RCW 42.30.110(1)(g) at 3:54 PM. with the executive session expected to last approximately (30) minutes and conclude at 4:30 PM.

The executive session was closed at 4:30 PM

The special meeting was resumed at 4:31 PM. No action was taken.

5. Adjourn

There being no further business Commissioner Ury adjourned the special meeting at 4:33 PM

Eddy Ury, President/Commissioner

Atul Deshmane, Vice President/Commissioner

Jaime Arnett, Secretary/Commissioner

Commission Clerk Note:

Video recordings of the Whatcom PUD Commission Meetings are available online at the following link on the PUD's Website: <https://www.pudwhatcom.org/the-commission/agenda-packets-meeting-minutes-recordings/>



Memo

To: Commissioners Arnett, Deshmane, and Ury
From: Garrett Love-Smith- Engineering Manger
Date: April 14th, 2026
Re: Recommended Approval of Resolution 897, Sole Source for Integrated Underwater Services L.L.C to perform annual Intake diving and maintenance.

Requested Action – Recommended Approval of Resolution 897, Sole Source for Integrated Underwater Services L.L.C to perform annual Intake diving and maintenance.

Background – Whatcom Public Utility District No. 1 (“District” or “Whatcom PUD”) operates a specialized and uniquely configured intake system that is critical to the operation of the Water Treatment Plant 1 (“WTP1”) facility. This system includes proprietary design elements, constrained access points, and operational sensitivities that require highly specialized knowledge and familiarity to safely and effectively perform underwater work. Due to the essential nature of this infrastructure, any service interruption or improper handling poses significant risks, including disruption of water supply operations, damage to critical infrastructure, environmental compliance violations, and safety risks to personnel and contractors. The District has determined that Integrated Underwater Services, L.L.C. is the only qualified vendor capable of performing the required services for the following reasons:

A. Unique System Familiarity

The firm has prior direct experience working on the District’s intake system and possesses detailed knowledge of system configuration, structural nuances, and operational constraints. This familiarity significantly reduces the risk of damage and inefficiency.

B. Specialized Equipment and Procedures

The intake system requires specialized diving techniques and equipment tailored to confined and sensitive infrastructure conditions. Integrated Underwater Services, L.L.C. has already demonstrated capability with these specific requirements.

C. Safety Considerations

Due to limited system downtime and critical operational requirements, there is minimal tolerance for error. Introducing a new contractor without system-specific experience presents unacceptable safety risks. The firm’s prior experience ensures adherence to established safety protocols specific to this site.

D. Operational Constraints and Limited Downtime

The intake system cannot be taken offline for extended periods. Mobilizing and training a new contractor would result in unacceptable delays and increased risk to required continuous operations. Integrated Underwater Services, L.L.C. can perform work efficiently without a learning curve, minimizing downtime.

E. Lack of Comparable Alternatives

No other firms possess the same combination of prior direct experience with this intake system, proven ability to safely operate within its constraints, and availability within the required timeframe.

This sole source procurement is conducted in accordance with RCW 39.04.280(1)(a), which allows waiver of competitive bidding when there is only a single source of supply for the required services; RCW 39.04.280(1)(b), which allows exemption in cases of special facilities or market conditions; and RCW 54.04.070, which grants PUDs authority to manage and operate utility systems, including procurement necessary for operation and maintenance.

Fiscal Impact – Approval will have no additional fiscal impact to the Whatcom PUD as it has been accounted for in the 2026 Whatcom PUD Budget.

Recommended Action – Recommended Approval of Resolution 897, Sole Source for Integrated Underwater Services L.L.C to perform annual intake diving and maintenance.

RESOLUTION NO. 897

**RESOLUTION BY THE BOARD OF COMMISSIONERS
OF PUBLIC UTILITY DISTRICT NO.1 OF WHATCOM COUNTY (“DISTRICT”)
DESIGNATING, APPROVING, AND AUTHORIZING INTEGRATED UNDERWATER
SERVICES, LLC, AS THE SOLE SOURCE FOR WATER TREATMENT PLANT CLEANING
AND MAINTENANCE SERVICES**

WHEREAS, it is necessary for the District to cyclically clean, inspect, service, and maintain, the raw water intake facilities for District Water Treatment Plants due to usage, wear and condition; and

WHEREAS, the District currently has a need to remove sediment and clean and inspect the Intakes at Plant 1 and Plant 2; and

WHEREAS, Integrated Underwater Services L.L.C is the only qualified vendor to perform services to the District due to the unique nature of the intake facility including the wet well layout, restricted maneuvering, and sediment load, the vendor’s unique system familiarity, specialized equipment and procedures, hazard mitigation and exemplary safety record, and understanding of District operational and downtime constraints; and

WHEREAS, the District is authorized under RCW 54.04.070 and 39.04.280(1)(b) to waive its formal bidding process for purchases involving special facilities or market conditions, such as the unique conditions of the District Water Treatment Plants.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Public Utility District no. 1 of Whatcom County that the District waive its bidding requirements for the purchase of diving services for plant intake facilities. All purchases made in conjunction with this resolution shall be consistent with the exemption from bidding requirements as encompassed in RCW54.04.070 and 39.04.280(1)(b).

ADOPTED by the Commission of Public Utility District No.1 of Whatcom County at its regular meeting held on the 14th day of April, 2026.

**PUBLIC UTILITY DISTRICT NO.1
Of WHATCOM COUNTY**

Eddy Ury, President/Commissioner

Atul Deshmane, Vice President/Commissioner

Jaime Arnett, Commissioner

WHATCOM
PUD
Memo

To: Commissioners Arnett, Deshmane and Ury
From: Peter Ruffatto
Date: April 14, 2026
Re: First Reading of Resolution No. 898 Appointing A General Manager

Requested Actions: FIRST READING ONLY – NO ACTION REQUESTED

Background:

Pursuant to RCW 54.16.100, a resolution appointing the General Manager is to be introduced at the regular meeting of the Board of Commissioners (“Commission”) and approved at the next subsequent regular meeting. Resolution No. 898 is being introduced at this regular meeting on April 14, 2026. RCW 54.16.100 also requires that the Commission “fix” the General Manager’s compensation by resolution.

With the opening of the PUD General Manager’s position due to the pending retirement of current General Manager Chris Heimgartner, the Commission has selected Anthony Hardenbrook as the new General Manager effective June 1, 2026.

Resolution No. 898 appoints Anthony Hardenbrook as General Manager effective June 1, 2026 and approves the contract for employment for Anthony Hardenbrook attached as Exhibit A, thereby fixing the compensation of the General Manager. The contract attached hereto provides that the Commission may conduct, at its discretion, an annual performance review. In addition, that contract provides for a base salary provision, a cost-of-living adjustment, paid vacation, paid sick leave, and paid holidays, among other benefits.

Fiscal Impact: The appointment and employment agreement attached hereto are not anticipated to have an impact on the existing budget of the District.

Recommended Actions: NO ACTION. SECOND READING AND APPROVAL ARE SCHEDULED FOR THE NEXT REGULAR MEETING ON APRIL 28, 2026.

PUBLIC UTILITY DISTRICT NO. 1 OF WHATCOM COUNTY

P.O. Box 2308 | 1705 Trigg Road

Ferndale, WA 98248-9383

(360) 384-4288

www.pudwhatcom.org

Commissioners: Jaime Arnett, Atul Deshmane, Eddy Ury | Chris Heimgartner, General Manager

RESOLUTION NO. 898

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE
PUBLIC UTILITY DISTRICT NO. 1 OF WHATCOM COUNTY,
APPOINTING A GENERAL MANAGER**

WHEREAS, the current General Manager has announced to the Board of Commissioners (“Commission”) his intention to retire; and

WHEREAS, in accordance with RCW 54.16.100, it is the function of the Commission to appoint the General Manager; and

WHEREAS, the Board of Commissioners engaged in a nationwide search for a new General Manager; and

WHEREAS, it is the desire of the Board of Commissioners to appoint Anthony Hardenbrook as the new General Manager of Public Utility District No. 1 of Whatcom County (“District”) effective June 1, 2026 and to fix the compensation of the new General Manager as set forth in the Employment Agreement attached hereto as Exhibit A; and

WHEREAS, as required by RCW 54.16.100 this Resolution was first introduced at the regular meeting of the Commission on April 14, 2026, and was adopted at a subsequent regular meeting of the Commission on April 28, 2026.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Public Utility District No. 1 of Whatcom County as follows:

1. Anthony Hardenbrook is hereby appointed as the new General Manager of the Public Utility District No. 1 of Whatcom County effective June 1, 2026.
2. The Commission fixes the compensation of the General Manager as set forth in Exhibit A attached hereto and authorizes the President of the Commission to execute the Employment Agreement for the General Manager attached as Exhibit A hereto.
3. The General Manager shall perform all duties of Chief Administrative Officer of the District as set forth in RCW 54.16.100 and as set forth in the Employment Agreement for the General Manager attached as Exhibit A hereto.

ADOPTED by the Board of Commissioners of Public Utility District No. 1 of Whatcom County at a regular meeting thereof held this 28th day of April, 2026.

**PUBLIC UTILITY DISTRICT NO. 1 OF
WHATCOM COUNTY, COMMISSION**

Eddy Ury, President/Commissioner

Atul Deshmane, Vice President/Commissioner

Jaime Arnett, Secretary/Commissioner

RESOLUTION NO. 898

EXHIBIT A

EMPLOYMENT AGREEMENT BETWEEN

Whatcom Public Utility District #1 and Anthony Hardenbrook

**EMPLOYMENT AGREEMENT
BETWEEN
Whatcom Public Utility District #1
AND
Anthony Hardenbrook**

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INTRODUCTION

This Employment Agreement (“Agreement”) is effective June 1, 2026 by and between Whatcom Public Utility District #1 (hereinafter referred to as the “PUD”) and Anthony Hardenbrook (hereinafter referred to as the “General Manager”). In consideration of the mutual covenants and promises contained herein, the PUD and the General Manager agree as follows:

SECTION 1 – EMPLOYMENT

1.1 The PUD hereby agrees to employ the General Manager under the conditions set forth herein and as set forth in RCW 54.16.100, and the General Manager hereby accepts such employment, subject to the terms and provisions of this Agreement.

SECTION 2 – TERM OF AGREEMENT

2.1 The term of this Agreement commences on June 1, 2026 (the “Commencement Date”) and may be terminated as provided in Section 10 below.

SECTION 3 – DUTIES

3.1 The PUD shall provide the General Manager with the authority, cooperation and resources necessary for the General Manager to accomplish the job responsibilities described herein.

3.2 Job Description. The General Manager is granted authority to institute actions necessary to effectively execute all of the duties as set forth in RCW 54.16.100, and as set forth in the position description attached hereto as Appendix “A” and such other duties as may be assigned by the PUD’s Commission (the “Commission”) subject to a formal delegation of authority by the PUD or such resolutions as may be passed from time-to-time.

3.3 Exempt Position. The General Manager is designated as an FLSA Executive Exempt employee and, subject to the PUD’s approval, is permitted to design a flexible work schedule as may be warranted to accomplish the continuing objectives of the PUD, subject to the provisions regarding hours in Section 9. The position of General Manager is also exempt from the provisions of the Washington State Minimum Wage Act.

SECTION 4 – COMPENSATION, REVIEW, AND RELOCATION

4.1 For all services rendered by the General Manager under this Agreement, the PUD shall provide the following compensation:

4.1.1 Salary. Beginning June 1, 2026, a monthly base salary of Twenty-Five Thousand Dollars (\$25,000.00) payable on the last working day of each month in which such services are performed, consistent with common payroll practices for the PUD. Salary may be reviewed and/or adjusted annually due to market rate adjustments, cost of living adjustments, and/or significant increases in the responsibilities of the General Manager.

4.1.2 Performance and Review. The Commission may, at its discretion, conduct an annual performance appraisal as it deems appropriate. If the PUD Board does not conduct a

formal annual review, the PUD Board may elect to submit an annual performance summary to the General Manager. A failure to conduct an annual review or performance summary will not constitute a breach of this Agreement.

4.2 Combined Relocation and Retention Incentive. The General Manager shall be entitled to receive a combined Relocation and Retention incentive (“Incentive”) as follows:

4.2.1 The General Manager shall receive a payment in the amount of Thirty-Five Thousand Dollars (\$35,000.00) as an Incentive no later than June 30, 2026, provided that the General Manager shall repay the Incentive to the PUD if within two (2) years of the Commencement Date the General Manager terminates this Agreement pursuant to Section 10.4 below or is terminated for cause pursuant to Section 10.2 below. For clarity, the repayment obligation in this Section will not apply if termination is pursuant to Sections 10.3 or 10.5 below. Repayment shall be in accordance with the following schedule:

- a. 0–12 Months: 100% of the total amount.
- b. 13–24 Months: The total amount reduced by 8.33% for each full month of service completed after the twelfth month (prorated monthly).

4.2.2 If the General Manager remains employed by the PUD after two (2) years from the date of this Agreement, the General Manager shall not be obligated to pay back the Incentive.

4.3 Relocation Requirement. As a condition of employment and receipt of the Incentive, the General Manager agrees to relocate his primary residence to within Whatcom County. The General Manager shall establish a Whatcom County living arrangement and provide the PUD with such address by the Commencement Date. The General Manager must secure a permanent residence within Whatcom County within eighteen (18) months of the Commencement Date and maintain a Whatcom County residence for the duration of employment.

SECTION 5 – LEAVES

5.1 Vacation. Upon the Commencement Date, the General Manager shall be granted an initial credit of two (2) weeks of paid vacation which shall be available for use immediately. Following the completion of the first month of employment, the General Manager shall begin to accrue additional vacation time at a rate of four (4) weeks per year pursuant to standard PUD payroll procedures. Consistent with PUD policy, unused accrued vacation may be carried over from one calendar year to the next, provided the maximum balance the General Manager may carry over into the new year shall not exceed two hundred and forty (240) hours (eighty [80] hours plus the annual vacation accrual entitlement) (the “Carry-Over Cap”). Any accrued vacation hours exceeding this Carry-Over Cap as of close of business on December 31st shall be forfeited.

5.2 Holidays. The General Manager shall be entitled to thirteen (13) paid holidays per calendar year as per the Employee Handbook. The General Manager may choose to work on these holidays or use vacation benefits in lieu of holiday pay for them. Unused holiday benefits may not be carried forward into the following calendar year and will not be available for payout

in any circumstance.

5.3 Sick Leave. The General Manager shall accrue sick leave in the same manner as non-union employees as per the Employee Handbook, which is one (1) day (eight [8] hours) of sick leave per month up to a maximum accrual of One Thousand and Eighty (1,080) hours. Subject to maximum accrual amount, sick leave may be carried forward year to year.

5.4 Bereavement Leave. The General Manager shall receive five (5) days of bereavement leave with pay during each year of employment. Bereavement leave may not be accrued and will not be cashed out under any circumstances. Bereavement leave is for the death of a member of the General Manager's immediate family, which is defined as a spouse, children, grandchildren, stepchildren, parents, brothers and sisters, and a spouse's parents, brothers, and sisters.

5.5 Payout Salary Rate and Deferred Payout of Accrued Vacation Leave and Sick Leave. Any payout of accrued sick leave and/or vacation leave, to the extent it is provided for below, shall be paid out at the then-current salary rate of the General Manager and may be paid out over a period of up to two (2) years or in a lump sum payment at the discretion of the PUD.

SECTION 6 – HEALTH AND WELFARE BENEFITS

6.1 Medical Benefits. The PUD shall provide coverage for the General Manager and his/her dependent family members under any of the health and welfare plans provided by the PUD, for other non-union employees, including but not limited to, medical, dental, and vision plans.

6.2 Workers Compensation and Liability Insurance. The PUD will provide applicable Labor and Industries Workers Compensation Insurance coverage and provide liability coverage commensurate with the duties of General Manager.

SECTION 7 – RETIREMENT

7.1 Retirement. The PUD is not active in the Washington State Public Employees' Retirement System ("PERS"). The General Manager is therefore not eligible to be a member of the PERS. In lieu of the PUD contributing to the PERS on behalf of the General Manager, the PUD will provide a percentage of the General Manager's monthly salary to the General Manager to allow the General Manager to invest it in a retirement program of his/her choice. This percentage is 7.4% for 2026, will typically be the same as for non-union employees, and generally is intended to at least match the PERS rate for employer contributions.

7.2 Deferred Compensation Plan. The PUD has established a 457 Deferred Compensation Plan for PUD employees, in which the General Manager is eligible to participate.

SECTION 8 – TRAVEL

8.1 Travel Expenses. The PUD will provide a vehicle allowance of Four Hundred Dollars (\$400.00) per month to cover business-related travel expenses throughout Whatcom County, necessitated in part by the on-call nature of this position. All other travel expenses will be reimbursed in accordance with the PUD's policy and procedures. For travel outside of Whatcom County, the General Manager will receive reimbursement on a per-mile basis in an amount

equal to the then-permitted IRS reimbursement rate when required to use a personal automobile for PUD business purposes. The General Manager shall maintain a personal automobile insurance policy that includes coverage for business use, with minimum liability limits of One Hundred Thousand (\$100,000.00) per person and Three Hundred Thousand (\$300,000.00) per accident. In the event the General Manager is required to travel out of the State of Washington, the PUD shall pay the cost of commercial transportation at the most economical rate provided by the carrier that is reasonably available for the trip.

SECTION 9 – HOURS OF WORK

9.1 Hours Per Month. The General Manager shall maintain a work schedule as appropriate to meet the needs of the PUD.

9.2 On-Call 24/7. The General Manager shall be on-call twenty-four (24) hours a day, seven (7) days a week to perform duties generally described in Appendix “A”, except when on vacation.

SECTION 10 – TERMINATION OF EMPLOYMENT

10.1 The General Manager’s employment is at will and may be terminated for cause or without cause subject to the following provisions of this Section:

10.2 Termination For Cause. The General Manager may be terminated “for cause” by a vote of the Commission upon its reasonable determination that one (1) or more of the following factors exist:

- a. Incompetence, inefficiency, or inattention to or dereliction of duty as reasonably determined by the Commission;
- b. Dishonesty, immoral conduct, insubordination, discourteous treatment to the public or a fellow employee, or any act or failure to act which is prejudicial to the General Manager as reasonably determined by the Commission;
- c. Mental or physical unfitness for the position, subject to the provisions of the Americans with Disabilities Act and similar state statutes;
- d. Violation of the PUD’s harassment or drug and alcohol policies as they now exist or are hereinafter amended or adopted;
- e. Conviction of a felony, or conviction of a misdemeanor involving dishonesty or moral turpitude; and/or
- f. Any other act, or failure to act, which in the reasonable judgment of the Commission is sufficient to show the General Manager to be an unsuitable or unfit person to hold the position of General Manager, including, without limitation, the failure to support and comply with the policies and guidelines established by the PUD Board and/or failure to perform the duties required as outlined in Appendix “A” of this Agreement.

10.2.1 Prior to any action by the Commission to terminate the General Manager for

cause, the General Manager will be given written notice of the basis for such contemplated action and will be given reasonable opportunity to appear before the Commission and present any witnesses or information that may bear on the Commission's decision.

10.2.2 Should the General Manager be terminated for cause, the General Manager will be entitled to receive his/her salary and benefits earned through the date of termination with cause, including payout of one hundred percent (100%) of accrued but unused vacation leave; however, the General Manager will not be entitled to severance pay or a percentage of any accrued but unused sick leave. Payout of vacation leave under this Section 10.2 will require execution of a release, the form of which is described below in Section 10.3.2.

10.3 Termination Without Cause. The General Manager may be terminated at any time, without cause. The decision to terminate without cause must be made by the Commission.

10.3.1 Upon termination without cause, the following shall apply:

a. The General Manager will receive severance pay equal to one (1) month's salary for each year of employment with the PUD, provided that the General Manager shall receive a payment for no less than two (2) months' salary and no more than twelve (12) months' salary;

b. Any accrued but unused vacation leave, prorated to the date of termination, will be paid out at one hundred percent (100%); and

c. Any accrued but unused sick leave, prorated to the date of termination, will be paid out at twenty five percent (25%).

10.3.2 The severance pay and payout of leave provided in this Section 10.3 will require the execution of a release of all employment-related claims against the PUD under a form provided by the PUD. The General Manager will not be required to release any worker's compensation claim resulting from a job-related injury.

10.4 Termination by the General Manager. In the event the General Manager desires to terminate his employment, he is requested to provide a minimum of ninety (90) days' written notice to the PUD. In consideration of complying with this notice requirement, the General Manager will receive a payout of one hundred percent (100%) of accrued but unused vacation leave and twenty five percent (25%) of the accrued but unused sick leave. Payout of leave under this Section 10.4 will require execution of a release, the form of which is described above in Section 10.3.2.

In the event that the General Manager provides less than ninety (90) days' written notice of termination, he shall forfeit all accrued vacation and sick leave pay. The General Manager and the PUD recognize and agree that this forfeiture constitutes reasonable consideration for departure without ninety (90) days' written notice.

10.5 Death. If the General Manager dies, the agreement is terminated immediately, and the General Manager's spouse will receive the final paycheck plus pay out of all accrued but unused vacation leave and twenty five percent (25%) of the accrued but unused sick leave.

other rules of construction which would interpret the provisions of this Agreement in favor of or against the Party preparing the same shall be applicable in connection with the construction or interpretation of any of the provisions of this Agreement.

11.7 Time of Performance. Time is specifically declared to be of the essence of this Agreement and of all acts required to be done and performed by the Parties hereto.

11.8 Entire Agreement. The entire agreement between the Parties hereto is contained in this Agreement and Appendix "A" hereto; and this Agreement supersedes all of the Parties' previous understandings and agreements, written and oral, with respect to this transaction. This Agreement may be amended only by written instrument, duly authorized and executed by the Parties subsequent to the date hereof.

IN WITNESS WHEREOF, the Parties hereto have signed this Agreement on the dates set forth below.

President, Whatcom Public Utility District #1 Board of Commissioners

Print Name: _____
Date: _____

Anthony Hardenbrook

Print Name: _____
Date: _____

APPENDIX A: POSITION DESCRIPTION