

## WEST SOUND UTILITY DISTRICT

Board of Commissioners  
Regular Board Meeting

February 22, 2022  
3:00 PM

### AGENDA

#### PUBLIC COMMENTS ON NON-AGENDA ITEMS

#### CONSENT AGENDA

1. Approval of the Regular Board Meeting Minutes of February 7, 2022
2. Approval of Vouchers WSUD #30323 through #30360 in the amount of \$75,739.94
3. Approval of Vouchers SKWRF #16840 through #16859 in the amount of \$22,424.35
4. Approval of February Payroll in the Amount of \$191,091.75

#### BOARD DISCUSSION/ACTION ITEM

1. Resolution 997-22, DEC, Brixx Development, LLC., Overlook Apartments Phase II
2. Resolution 1000-22, Modifying Small Works and Consulting Services Processes
- 3.

#### STAFF REPORTS

1. Plant Manager
2. Operations Manager
3. Finance Manager
4. General Manager

#### COMMISSIONERS' REPORTS

#### EXECUTIVE SESSION

Executive Session may be scheduled to discuss District personnel performance (RCW 42.30.110 (1) (g)) and/or pending litigation (RCW 42.30.110 (1)(i))

#### FUTURE MEETINGS

March 7	Regular Board Meeting (Venue Pending)
March 21	Regular Board Meeting (Venue Pending)
April 4	Regular Board Meeting (Venue Pending)
April 18	Regular Board Meeting (Venue Pending)
May 2	Regular Board Meeting (Venue Pending)
May 16	Regular Board Meeting (Venue Pending)
May 18	Sewer Advisory Committee Meeting (Venue Pending)

**Executive Sessions may be scheduled as needed for personnel, legal and other similar matters.**

**The Board may add and take action on other items not listed on the agenda**



WEST SOUND UTILITY DISTRICT  
Minutes of Meeting of the Board of Commissioners  
Microsoft Teams (Virtual Meeting)  
2924 SE Lund Avenue, Port Orchard, WA 98366  
Monday February 7, 2022 at 3:00 p.m.

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Chairperson: Jerry Lundberg  
Vice Chairperson: Susan Way  
Commissioner: James J. Hart

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Attending: Randy Screws, General Manager  
John Tapia, Operation Manager  
Marty Grabill, Plant Manager  
Joy Ramsdell, Finance Manager  
Ken Bagwell, Attorney  
Amber Brooks, Accounting/Office Assistant

The meeting was called to order by Commissioner Way at 3:07 p.m.

PUBLIC COMMENTS ON NON-AGENDA ITEMS

CONSENT AGENDA

1. Approval of the Regular Board Meeting Minutes of January 10, 2022
2. Approval of Vouchers WSUD #30238 through #30261 in the amount of \$53,073.57
3. Approval of Vouchers SKWRF #16789 through #16802 in the amount of \$31,953.77
4. Approval of Vouchers WSUD #30262 through #30294 in the amount of \$68,811.94
5. Approval of Vouchers SKWRF #16803 through #16825 in the amount of \$41,447.86
6. Approval of Vouchers WSUD #30295 through #30318 in the amount of \$101,302.78
7. Approval of Vouchers SKWRF #16826 through #16839 in the amount of \$12,123.06
8. Approval of January Payroll in the Amount of \$219,651.60

Commissioner Hart moved to approve items in the Consent Agenda. The motion was seconded by Commissioner Way; motion approved 3-0.

BOARD DISCUSSION/ACTION

Board Discussion Resolution 880-20, Emergency Declaration

GM Randy Screws recommended no changes at this time and revisit in March.

Follow Up Discussion, Robinson Plumbing, 3691 Colonial Lane SE

GM Randy Screws recommended after reviewing the Resolution, that we can remove the materials fee to bring the cost down.

Board Discussion of Well Sites 1 & 5, Veterans Park

GM Screws informed the Board that there are not any substantial changes at this time. John Tapia mentioned no changes as well.

Resolution 993-22, SKWRF Thickening Centrifuge Replacement Project, GM Signing Authority  
Passed 3-0.

Resolution 994-22, Modifying Educational and Training Policies  
Passed 3-0.

Resolution 995-22, Authorizing Equipment Purchase, Conifer Park Lift Station Pump  
Passed 3-0.

Resolution 996-22, HDR Engineering Scope of Services Amendment, Powell Booster Station  
Passed 3-0.

Resolution 997-22, DEC, Brixx Development, LLC., Overlook Apartments Phase II  
This Resolution was tabled until next meeting due to Overlook not getting their bond to us in time.

Resolution 998-22, Contract Amendment for Repair of the Mitchell Road SE Sewer Main  
Passed 3-0.

Resolution 999-22, Step Increase, WSUD Operations Manager  
Passed 3-0.

PLANT MANAGER'S REPORT

Plant Manager Marty Grabill reported:

- Continues work with PSE on Conservation Grant Agreement. Year one of three completed 02/02/2022. Two more years to go.
- Continued work with Trane (ESCO) on the Sharples replacement. Awaiting documents for approval and signature to proceed. Initial scheduling appears to be a 2023 early year completion.
- Currently sampling per General Nutrient Permit, although no way to report through DOE yet.
- Applied for Grant funding through Department of Ecology Nutrient Permit Grant Program to assist with some of the new requirements of the new GNP.
- Made permits for January, it was a rough one. Lots of snow melt and high tides put us in an amazing situation that we were able to overcome.

OPERATIONS MANAGER REPORT

Operations Manager John Tapia reported:

CIP

- South Park Main Replacement Project: final comments are with WSE, possible conflict with storm culvert, no updates.
- Powell Booster Station Engineering: Addendum for project received. This is for offsite pipe abandonment and upsizing.

- Sedgwick Water Main/Culvert Project: We have been notified by WSDOT and Fisheries that the water main is in conflict with a new fish stream crossing culvert. Project has been pushed out because of permitting with WSDOT and the Fisheries.
- Eisenhower Main Replacement: Engineers' estimate came in at \$390,000.00. This is now a 2022 project. No new updates.
- Fircrest/Mile Hill Main replacement: Project is being reviewed, 2" galvanized to be replaced, possible development going in, it may change the scope of the project.
- Olney Sewer replacement: HDR Engineering estimate came back high. Sent to WSE for review. Will start when other projects are returned to us, no updates.
- Well 21 Rehabilitation: We are running Hokkaido's pump and motor to obtain more data. Pumps, pipe and VFD received (waiting on a circuit board) First part of April for completion. Possible power issue out on the site. Waiting to hear back from Western Electric so they can test the site for us.

#### CREW:

1. St. Vincent DePaul project started and pushed out again for gas relocate.
2. Crew continues on e-one survey information.
3. Upper gradient flushing has started. Could take a month or so to complete.
4. Boom truck should be ready next week.
5. Received our automated flagging stations.
6. Water meter replacements have started w/commercial meters first.

#### FINANCE MANAGER REPORT

Finance Manager Joy Ramsdell reported:

- Consumption was billed at 38m gallon, which is up 4%.
- January revenues for water was \$317K, up 8% and we added 37 new water connections, which brought that to nearly 300K; sewer was \$391K, up 10% and we added 9 new sewer connections.
- There were 1625 online payments which included 1425 auto pay customers. We final billed 55 customers.
- Continue working on year end. The goal is to complete all adjustments so we can close the books at the end of this month. I hope to not have any more invoices for 2021 after February 16<sup>th</sup>.
- Unclaimed property from Cues \$44K.
- With Michaela joining, we reassigned tasks in departments. We will be focusing on more training this month. Amber will be learning more Customer Service, including billing, final billing, past dues and shut offs. Michaela is learning the Plant Payroll and District AP and JE. Janet has been helping with the training.
- January is the busiest month for Finance, but the team worked hard together to get all tasks completed.

#### GENERAL MANAGER'S REPORT

General Manager Screws reported:

- Board Discussion, Resolution 880-20, Emergency Declaration

- Board Discussion, Resolution 880-20, Emergency Declaration Recommend keeping in place and revisit at the next Board Meeting.
- Follow Up Discussion, Robison Plumbing ,3691 Colonial Lane SE
  - After discussion with staff and review of District Policy, recommended relief of elimination materials cost for the repair.
- Update, Well 1 & 5 Site Area, Veterans Park
  - Staff continue doubling up for site visits Monday through Friday and shutting down the site over the weekends. No substantial updates at this time.
- Resolution 997-22, DEC, Brixx Development, LLC., Overlook Apartments Phase II
  - GM requested this to be tabled as Developer did not provide all required DEC Documents.
- Work continues on restructuring of the District Developer permitting process.
- Work continues on reviewing and updating the website.
- Staff is continuing to update and review the website. Continue working with HDR on completion of the Water System Plan FCS Group on the Rate Study. Scheduled meeting with FCS Group to go over the Financial Chapter for the Water System Plan and to review initial cost of service analysis on water and sewer.
- No updates on reclassification of some of the risk class employees to reduce L&I costs.
- Executive Sessions requested for 15 minutes to discuss District personnel performance (RCW 42.30.110 (1) (g)). Informed Board action will need to be taken after Executive Session.

### COMMISSIONER REPORTS

Commissioner Hart stated that 2 weeks ago he attended WASWD Section 2 Meeting.

### EXECUTIVE SESSION

The Board went into a 15 minute Executive Session with GM Screws and Commissioners at 3:48 p.m. to discuss District personnel performance (RCW 42.30.110 (1) (g)) and/or pending litigation (RCW 42.30.110 (1)(i)). Action will be taken after Executive Session. Board returned to regular session at 4:03 p.m. Commissioner Lundberg moved to approve Step Increases for WSUD Operations Manager, passed 3-0.

### Adjourn

Commissioner Hart moved to adjourn the meeting at 4:05 p.m. The motion was seconded by Commissioner Way; motion was approved 3-0.

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Jerry Lundberg  
Chairperson

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Susan Way  
Vice-Chairperson

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James Jay Hart  
Secretary



**WEST SOUND UTILITY DISTRICT  
RESOLUTION 997-22**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS  
OF WEST SOUND UTILITY DISTRICT  
APPROVING THE DEVELOPERS EXTENSION CONTRACT  
FOR SEWER AND WATER UTILITIES FOR THE  
OVERLOOK APARTMENTS PHASE II**

**WHEREAS**, Mr. Brett McDonough, Manager of Brixx Development, LLC., has submitted an application, plans and documents for the extension of water and sewer services for Phase II of the Multifamily Development, Overlook Apartments; and

**WHEREAS**, it shall be the responsibility of the developer to construct the water and sewer system to and within their development site in accordance with the standards of West Sound Utility District and as approved by the District; **NOW, THEREFORE**,

**THE BOARD OF COMMISSIONERS OF WEST SOUND UTILITY DISTRICT HEREBY RESOLVES:**

**Section 1.** West Sound Utility District hereby approves the execution of a Developer Extension Contract (Exhibit “A”) with Mr. Brett McDonough, Manager of Brixx Development, LLC. for the extension of water and sewer services to and within Phase II of the Multifamily Development, Overlook Apartments. The Board further authorizes the General Manager on behalf of the District, to execute the contract with Mr. Brett McDonough, Manager of Brixx Development, LLC.

**APPROVED and ADOPTED** by the Board of Commissioners of West Sound Utility District at a Regular Board meeting scheduled on February 7, 2022.

**WEST SOUND UTILITY DISTRICT**  
Kitsap County, Washington

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Jerry Lundberg  
Chairperson

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Susan Way  
Vice Chairperson

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James J. Hart  
Secretary



# West Sound

UTILITY DISTRICT

## DEVELOPER EXTENSION CONTRACT

### OVERLOOK APARTMENT PHASE 2 FEBRUARY 2022



## DEVELOPER EXTENSION CONTRACT

THIS CONTRACT is entered into between WEST SOUND UTILITY DISTRICT, a municipal corporation of the State of Washington, hereinafter referred to as "District," and Brix Development LLC, hereinafter referred to as "Developer" (Insert full legal name of Developer on the preceding line).

The principal owner(s) of the Developer Company and their titles are as follows:

BRETT McDONOUGH, OWNER - MANAGER

The Developer represents that it is a legal entity in good standing with the State of Washington, with all license and other fees currently paid. This contract shall be referred to as the "Developer Extension Contract" or "DEC".

IN CONSIDERATION of the foregoing recitals and mutual promises contained herein, the parties agree as follows:

### I. GENERAL AGREEMENT

The Developer seeks to construct a water and/or wastewater system (hereinafter referred to as "Developer Improvement"), and thereafter connect the Developer Improvement into the utility system owned and operated by the District (hereinafter called "District System"). As a condition to the District permitting connection of the Developer Improvement into the District System, the Developer agrees to timely:

1. Be responsible for all costs and fees of planning and construction of the Developer Improvement.
2. Design the Developer Improvement to the standards and specifications of the District as set forth in this Contract.
3. Comply with all other conditions and obligations imposed upon it by this Contract.

Upon compliance with all conditions and obligations imposed herein on the Developer, the District agrees to accept the Developer Improvement, and ownership and all future maintenance thereof.

The common name of the Developer's project is OVERLOOK APARTMENTS and is generally located and described as follows: 3570 SE ORLANDO ST.

### II. LOCATION OF DEVELOPER IMPROVEMENT

The Developer shall complete the attached "EXHIBIT A", by inserting thereon the full and complete legal description of the real property owned by the Developer where the Developer Improvement will be located (hereinafter called "Developer Property"). If all or any portion of the Developer Improvement will be located outside the Developer Property, the rights-of-way(s) and/or

development at depths, whenever possible, which enable the District to provide gravity service to upstream properties.

**V. REIMBURSEMENT AGREEMENT (LATECOMER FEES)**

The Developer may request a reimbursement agreement if the Developer Improvement abuts real property of persons other than the Developer's and the Developer does not include the signatures of the other property owners in this application or the District requires construction of oversized mains to serve other areas. However, if the amount that could be charged according to the scenarios set forth above is less than \$150 per lot to be developed of the abutting properties, a latecomer's agreement may not be granted by the District. The terms of any latecomer agreements entered into is contained in "**EXHIBIT G**", entitled "REIMBURSEMENT AGREEMENT", which by this reference is incorporated herein and made a part hereof.

**VI. FEES**

The Developer shall pay the following fees as part of this Contract, and as shown on the fee estimate:

- Administrative fee for the DEC
- Plan review fees for water and wastewater
- Construction observation fees for water and wastewater
- Meter installation fee
- Reimbursement fees, if applicable
- General Facility Charge for water
- General Facility Charge for fire flow and irrigation, if applicable
- Local Facility Charge for water, if applicable
- General Facility Charge for wastewater
- Facility Construction Fee for wastewater treatment
- Local Facility Charge for wastewater, if applicable

**VII. DEVELOPER EXTENSION FEES**

The administrative fee, plan review fees and construction observation fees shall be paid prior to approval of this Developer Extension Contract by the District. These fees represent estimates of the anticipated work required by the District for review and inspection of the Developer's project. If the District's work exceeds the above estimates, the Developer shall pay the additional plan review fee and/or construction observation fee when requested by the District.

**VIII. REINBURSEMENT FEE**

Any water reimbursement fees to be collected from a benefiting third party property must be paid in full at the time application is made for a binding water availability letter. Any wastewater reimbursement fees to be collected from a benefiting third party property must be paid in full at the time application is made for a sewer permit.

**IX. GENERAL FACILITIES CHARGES (WASTEWATER, WATER, IRRIGATION)**

The General Facility Charges are established by District resolution as amended from time to time.

completion of the project, the Developer shall provide the District record drawings and the District-specified electronic file that incorporate all field changes and any other record drawing information required by the District.

C. Job Site Safety. The Developer and its Contractor shall be solely responsible at all times for job site safety. The District assumes no responsibility for job site safety resulting from its observation of construction. The Developer and its Contractor are responsible for providing a safe work site for the District to observe construction at all times.

D. Residential Side Sewers. In no event shall the house side sewer service connection (from the sewer to the property line) ever be less than 6 inches, and the house side sewer lateral (from the property line to the house) ever be less than 4 inches.

E. Commercial Side Sewers and Clean Outs. Commercial development side sewers, grease interceptors, oil/water interceptors, clean outs and other pre-treatment systems shall be designed by a registered professional engineer and submitted to the District for review and acceptance prior to the time the Developer Improvements are made. Side sewers and clean outs may be designed for future structures, but shall not be installed until additional plans have been reviewed and accepted by the District and all applicable permits purchased and issued. The design calculations for commercial buildings shall be stamped by a professional engineer licensed in the State of Washington and submitted to the District for review and acceptance. In no case shall a commercial side sewer service connection or lateral be less than 6 inches.

F. Sewage Lift Stations. The design for any required sewage lift stations shall be completed by the Developer through a licensed engineer in the State of Washington in strict accordance with the requirements and details shown in the District's Developer's Extension Manual and provided to the District upon request.

### **XIII. CONTRACTORS, SUBCONTRACTORS, LABORERS, AND MATERIALMEN**

1. List of Contractors, Sub-Contractors, Materialmen, & Suppliers. The District has a substantial interest in insuring the Developer Improvement is constructed and connected to the District System in a good, competent, and professional manner. Therefore, the Developer and/or additional owners agree to submit the names of all contractors, subcontractors, laborers, materialmen and suppliers or, in the event the Developer or additional owners are contractors, a statement that said Developer or additional owner(s) will perform said improvement. The District reserves the right to approve or disapprove of any contractor, subcontractor, materialmen, or supplier. The District will not unreasonably withhold approval

2. Review Process Utilized by District. In determining whether the Developer, additional owner, contractor, subcontractor, materialman or laborer is or is not satisfactory, the District may take into consideration said parties' prior experience in similar type improvement work, available manpower and equipment, financial ability, and prior work performed by such parties for or on behalf of the District or others. Such names and other information requested by the District shall be submitted to the District by the Developer prior to any construction being performed with respect to said real property described in this Contract.

3. Rejection by District of a Contractor, Sub-Contractor, or Supplier. If a party designated to perform services or supply materials regarding the Developer Improvement is not acceptable to the



## **XV. EASEMENTS & PERMITS**

1. **Easement Width & Location of Main therein.** Easements for water or wastewater mains shall be a minimum of fifteen (15) feet wide. The center of the pipeline shall be not less than five (5) feet from the edge of the easement. The developer shall provide a wider easement if the District Engineer determines it is required.

2. **Developer to Bear Easement Costs.** Any required easement shall be obtained by the Developer at its sole cost and expense, and a true copy of such easement (a copy of the conveyance document to be later provided to the District and a description the easement's on ground location) shall be delivered to the District prior to the time Developer commences construction. Upon completion of construction and prior to acceptance of the Developer Improvement by the District in accordance with the provisions hereof, the original easement shall be recorded and granted by warranty deed from the Developer to the District.

3. **Easement Title Policy / Survey Record / Easement Restrictions.** The Developer shall provide all necessary easements at his sole cost, regardless of changes in the Contract Plans, together with evidence of title and a title insurance policy in the sum not less than \$1,000 per 500 feet of easement, establishing clear title in the grantor. The Developer shall also provide a Record of Survey or final plat-showing basis for control and sufficient information to verify the easement legal descriptions. All easements shall prohibit the construction of any structures, other improvements, or trees over the easement or in any location that would make it difficult for the District to easily access the easement for inspection and maintenance purposes.

4. **Easement Conveyance.** The Developer shall submit all required easements to the District using the conveyance form set forth in attached "EXHIBIT C", which by this reference is incorporated herein. In the event legal services may be required incident to any easements beyond review of the form thereof, the costs of such services shall be paid by the Developer in the amounts billed to the District before the District's acceptance of the Developer Improvement.

5. **Developer to Obtain all Necessary Permits.** All necessary permits and approvals from any governmental agency shall be obtained by the Developer directly at the Developer's expense. The District shall be provided with a copy of all such permits and approvals prior to the pre-construction conference between the contractor and the District.

## **XVI. EVIDENCE OF INSURANCE AND HOLD HARMLESS**

1. **Developer's Liability Insurance Obligation.** The Developer's Contractor shall purchase liability insurance from and maintain such in a company or companies with a Best's rating of no less than A:VII and lawfully authorized to do business in Kitsap County, Washington. Developer's Contractor shall provide the District with written evidence of insurance covering public liability and property damage prior to the time construction of the Developer Improvement occurs. Insurance shall provide protection to the District from claims set forth below which may arise out of or result from the Contractor's operations and including operations by any tier of subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable for:

a) Claims under workers' or workmen's compensation disability benefit and other similar employee benefit acts which are applicable to the Work to be performed, including voluntary coverage

claim, damage, loss or expense attributable to bodily injury, sickness, disease, or death (including that sustained by the work Contractor's or any others working on the project), or to injury to or destruction of tangible property including the loss of use therefrom, regardless of whether such liability, claim, damage, loss, or expense was caused in part by any negligent act or omissions, whether active or passive, by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity, which would otherwise exist.

7. Indemnification / Hold Harmless Provisions to be Broadly Construed. The Developer's and Contractor's liability to the District under this Indemnification Clause shall not be limited by any legal limitation on the amount or type of damages, compensation, or benefits payable under workers' compensation acts, disability benefit acts, or other employee benefit acts. The indemnification and hold harmless rights of the District in regards to the Developer shall be liberally construed in favor of the District.

## **XVII. GRADING ROADS**

1. Pre-Construction Road Work by Developer. Unless otherwise specifically determined in writing by the District, the Developer shall grade all roads to the design subgrade elevations prior to the start of construction and shall advise the District in writing of any changes that may be contemplated during construction prior to such work being performed.

2. Post-Work Changes to Road Elevation or Subgrade. If the Developer changes, or causes to be changed, the subgrade or elevation of the road after completion of the Developer Improvement, or any part thereof, the Developer shall be responsible for all costs incurred for any additional work required as a result of said change in subgrade elevation. This obligation shall remain in full force and effect until the District, Kitsap County and/or any other pertinent municipality possessing jurisdiction where the work is performed releases the right-of-way or road construction bond or any other required bond in connection of the roads within the area.

## **XIII. DEVELOPER REQUIREMENTS PRIOR TO START OF CONSTRUCTION**

The Developer shall not commence construction of the water and/or wastewater system until the following conditions have been fulfilled:

1. The District has completed review of the construction plans and specifications for the Developer Improvement and approved them for construction.
2. Developer's engineer has submitted a construction cost estimate to the District.
3. All costs incurred by the District on behalf of the Developer have been paid in full.
4. Copies of all necessary permits have been received by the District.
5. The performance bond, if required by the District, or other approved method of assuring construction compliance is on file with the District.
6. Evidence of insurance as required in this Contract is on file with the District.

**XX. DISTRICT ACCEPTANCE OF THE DEVELOPER IMPROVEMENT**

The Developer Improvement shall not be accepted by the District until the following requirements are met to the District's satisfaction:

1. District inspection of the Developer Improvement and Developer completion of the punch list items have been completed. Inspection, testing, and lamping reports for the wastewater main have been completed and are on file at the District, and CCTV video tapes or DVD's are submitted and approved.
2. Final construction costs have been submitted to the District.
3. All costs incurred by the District on behalf of the Developer have been paid in full, including construction observation fees and other services provided by the District.
4. Record drawings are complete and certified correct by the Contractor. One complete record set is received by the District on mylar and one set on bond paper. District also shall receive the electronic file of the record drawings in the District-specified format. The electronic copy will be used to update system mapping.
5. All duly Executed Bills of Sales and Conveyances have been received by the District in the form set forth in the attached EXHIBIT B.
6. Easements on the District's form (EXHIBIT C) for all completed water and/or waste-water improvements have been furnished to the District, accepted by the District, and recorded with the Kitsap County Auditor; and the easement title insurance policy, record of survey or final plat have been submitted and accepted by the District.
7. The Developer has furnished the District with an affidavit warranting that all bills pertaining to the Developer Improvement have been paid and there are no liens against the Developer Improvement (EXHIBIT D).
8. The Developer has furnished the District with a two-year guarantee, in the form of a maintenance bond (EXHIBIT F), performance bond extension, or an assignment of funds, that the Developer Improvement will be free of defects in labor and materials during this term. The two-year guarantee period shall commence on the date of acceptance of the completed Developer Improvement. The maintenance bond shall be for 10% of the final construction costs with a minimum bond amount of \$2,000.
9. The District shall not be obliged to provide utility service to the property described in this Contract until all above requirements have been met by the Developer to the District's satisfaction.
10. The District shall not be obligated to provide utility service to the property described in this Contract if construction by third parties of facilities to be deeded to the District has not been completed and accepted by the District, if such third party facilities are necessary to provide utility service to the property described in this Contract.

## **XXII. FINAL ACCEPTANCE**

1. Conveyance of Developer Improvement to District. Upon completion of the work and approval of the Developer Improvement and all work associated therewith by the District, the Developer shall, as a condition of acceptance by the District, convey the Developer Improvement and all necessary easements to the District by Bill of Sale in the form as set forth on the attached EXHIBIT B, and by Statutory Warranty Deed as to any easements in the form identified herein.

2. Acceptance by District. Upon full compliance with this Contract including connection of the Developer Improvement to the District System and completion and conveyance of the Bill of Sale and any required easements, the District shall accept the Developer Improvement by written notification to the Developer in letterform. Upon acceptance, the Developer shall have the right to use the District System subject to all District regulations, conditions, and charges as it determines to be reasonable and proper from time to time.

## **XXIII. CORRECTION OF DEFECTS OCCURRING OR DISCOVERED WITHIN WARRANTY PERIOD**

1. Post Acceptance Defects in Developer Improvement. If defects in the Developer Improvement are discovered after acceptance thereof by the District within the two-year warranty period, the Developer shall start work to remedy any such defects within seven days receipt of written notice from the District. In the event the Developer does not commence and/or accomplish corrections within the time specified by the District, the work may be accomplished by the District at its option, and the cost thereof shall be paid by the Developer immediately upon demand being made by the District. In emergencies, where public health concerns are involved or where damage may result from delay and/or where loss of service may result, corrections may be made by the District upon discovery, in which case the cost thereof shall be borne by the Developer immediately upon demand being made by the District.

2. Developer Responsible for Work Defects within Warranty Period. The Developer shall be responsible for all expenses incurred by the District of every kind and nature resulting from defects in the Developer's work, including: all actual damages; costs of materials and labor expended by the District in making repairs; and costs of engineering, construction observation, and supervision by the District.

## **XXIV. PROJECT DOCUMENTS**

The documents for the project involving the Developer Improvement as identified herein shall include the following:

- Executed Developer Extension Contract
- Standard Specifications and Details as identified in this Contract
- Change orders after Contract is signed
- District approved plans for the Developer Improvement
- Detailed drawings, Special Specifications, and written instructions by the District Engineer or District Manager concerning the Developer Improvement
- Addenda relating to the work project when written
- Reference Specifications concerning the project
- Performance bond or equivalent instrument as identified in this Contract
- Evidence of insurance as required in this Contract



## **XXV. SAFETY OF PERSONS AND PROTECTION OF PROPERTY**

The Developer shall be solely and exclusively responsible for construction safety means and methods, and for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of all its work relating to the Developer Improvement. The Developer shall insure the Contractor takes all necessary precautions for safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. Employees on the project and other persons who may be affected thereby.
2. The work, materials, and equipment incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's subcontractors or other sub-subcontractors.
3. Other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and underground facilities not designated for removal, relocation, or replacement in the course of construction.

**Safety Notices.** The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

**Construction of Safety Related Facilities.** The Developer shall erect and maintain, as required by law, conditions and performance of the contract, necessary fences and other safe-guards for safety and protection of persons/property on and off the work site and shall: 1) post danger signs and other warnings against hazards, 2) promulgate safety regulations, and 3) notify owners/users of adjacent sites/utilities when the Contractor's operations may affect them.

**Hazardous Materials.** When the use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the work, the Developer and its agents shall exercise utmost care and carry out such activities under supervision of properly qualified personnel.

**Remedying Loss to Property.** The Developer shall promptly remedy damage and loss to property that the Developer is required to protect caused in whole or in part by the Developer, Contractor, a subcontractor, or anyone directly or indirectly employed at the worksite.

**Safety Officer.** The Developer shall designate a responsible and competent member of the Developer's organization at the work site whose duty shall be the prevention of accidents. This person shall be the Contractor's Superintendent unless otherwise designated by the Developer in writing to the District.

**Safety Program Maintenance.** The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs required in connection with the project work and shall send copies of all accident, injury, or work-related illness reports and of all notices of unsafe conditions to the District and appropriate governmental authorities.

**XXVI. NO ASSIGNMENT WITHOUT DISTRICT APPROVAL**

The Developer shall not assign this Contract or any responsibilities imposed upon it hereunder without first obtaining the prior written consent of the District, which the District may grant or withhold in its sole discretion. Written documents as required by the District of any proposed assignment shall be filed with the District by the Developer at the time of any assignment, together with the written consent of the District.

**XXVII. ATTORNEYS FEES AND COSTS**

In the event either the District or the Developer commences any legal action relating to the provisions of this Contract, the prevailing party shall be entitled, in addition to all other amounts to which it is otherwise entitled by this Contract, to its reasonable attorney's fees and costs involved in such action, including those incurred on appeal.

**XXIII: GOVERNING LAW/FORUM**

This Contract shall be construed and enforced in accordance with the laws of the State of Washington. Any suit relating to, or to enforce the provisions of this Contract, shall be brought in Kitsap County, Washington Superior Court.

**XXIX. SEVERABILITY OF PROVISIONS**

The finding under law that any one or more provisions or any portion of a provision in this Contract is invalid, unenforceable, or illegal, shall not impair the validity or enforceability of any other provision hereof or the Contract Documents as a whole.

**XXX. EXECUTION**

The undersigned Developer and any additional owners warrant and represent they constitute the owners of all real property that is the subject matter of this Contract and, upon request by the District, agree to provide title insurance, establishing to the satisfaction of the District that the parties executing this application constitute the owners of all real property described and have the authority to execute this Contract with respect to said real property and on behalf of any party legal entities.

Dated this 3 day of DECEMBER, 2021.

DEVELOPER:

BRUX DEVELOPMENT LLC

(State full legal name of Developer)

by: [Signature]

Print Name: BRETT McDONOUGH

Title: MANAGER

Its duly authorized representative for entry into this Contract

*West Sound Utility District recommends that you retain a copy of this completed form for your personal records.  
(Developer Extension Contract-Exhibit A)*

Address: 2680 E. SEYCHELLES CT  
SALT LAKE CITY, UT 84121

Contact Phone Numbers: 801.792.1540

Contact Email: BRETT@BLUXDEVELOPMENT.COM

STATE OF UTAH )  
 ) ss Corporation or LLC Acknowledgment  
COUNTY OF SALT LAKE )

I certify that I know or have satisfactory evidence that BRETT McDONCH is the person who appeared before me, and such person acknowledged he/she signed this instrument, and on oath stated he/she were authorized to execute it on behalf of BLUX DEVELOPMENT, a Washington LLC (insert "corporation" or "limited liability company" as appropriate); and he/she acknowledged it as MANAGER (state the offices of each), respectively, of such business entity, to be the free and voluntary act of such business entity for the uses and purposes mentioned in the instrument.

Dated: 12/31/2021

Print Name: JOHNY FREDRICK

NOTARY PUBLIC in and for the State of UTAH

UTAH, residing in 3125 S RICHMOND, 84106, UTAH

My Commission Expires: 02/09/2022



**ACCEPTANCE OF CONTRACT BY DISTRICT:** Upon compliance with all terms and conditions of this Contract by the Developer in a timely manner, the District will accept the Developer Improvement and furnish the applicable utility service thereto.

WEST SOUND UTILITY DISTRICT

by: \_\_\_\_\_ Date: \_\_\_\_\_  
General Manager

Print Name:



**EXHIBIT "A"**

**DEVELOPER EXTENSION CONTRACT /  
LOCATION OF DEVELOPER IMPROVEMENT**

Project Name: OVERLOOK APARTMENTS

The proposed Developer Improvement will be installed on, under, and/or over: roads; easements; and/or other rights-of-way. The Developer Improvements shall be for the use and benefit of the real property hereafter described, which real property is owned by the Developer and/or other persons who are contributing to the costs of said Developer Improvement and said other owners join in this application and are referred to as "additional owners" in this Contract. The said real property is described as follows:

**Legal description of Premises-Insert or attach all applicable legal description(s) and tax parcel number(s)**

• SEE NEXT PAGE

## OVERLOOK APARTMENTS PHASE III - LEGAL DESCRIPTIONS

PARCEL: 4598-005-026-0009

LOTS 26 AND 27, BLOCK 5, NAVY YARD ADDITION TO SIDNEY ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 1 OF PLATS, PAGES 87, RECORDS OF KITSAP COUNTY, WASHINGTON.

TOGETHER WITH THAT PORTION OF VACATED PALMER AVENUE AS ATTACHES BY OPERATION OF LAW PER ORDINANCE NO. 1791, RECORDED UNDER AUDITOR'S FILE NO. 3241143, DATED MARCH 6, 2000.

EXCEPT THE SOUTH 5.00 FEET OF SAID LOT 26.

SITUATE IN THE CITY OF PORT ORCHARD, KITSAP COUNTY, STATE OF WASHINGTON.

PARCEL: 4598-005-024-0001

LOT 25 AND THE SOUTH 5.00 FEET OF LOT 26, BLOCK 5, NAVY YARD ADDITION TO SIDNEY ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 1 OF PLATS, PAGES 87, RECORDS OF KITSAP COUNTY, WASHINGTON.

TOGETHER WITH THAT PORTION OF VACATED PALMER AVENUE AS ATTACHES BY OPERATION OF LAW PER ORDINANCE NO. 1791, RECORDED UNDER AUDITOR'S FILE NO. 3241143, DATED MARCH 6, 2000.

TOGETHER WITH THE NORTH 15.00 FEET OF LOT 24 OF SAID BLOCK 5.

SITUATE IN THE CITY OF PORT ORCHARD, KITSAP COUNTY, STATE OF WASHINGTON.

PARCEL: 4598-005-017-0208

RESULTANT PARCEL 2 OF BOUNDARY LINE ADJUSTMENT RECORDED UNDER AUDITOR'S FILE NO. 201610270137, BEING A PORTION OF LOTS C AND D OF THE CITY OF PORT ORCHARD SHORT PLAT NO. PO-79R-2 (S-1085R-2) RECORDED UNDER KITSAP COUNTY AUDITOR'S FILE NO. 3000847/848, BEING AN AMENDMENT OF 9512290269 AND 9503270155, BEING A PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER, SECTION 30, TOWNSHIP 24 NORTH, RANGE 2 EAST, W.M., KITSAP COUNTY, WASHINGTON.

TOGETHER WITH LOTS 1 THROUGH 10, AND LOTS 23 THROUGH 32, ALL IN BLOCK 6, AND LOTS 17 THROUGH 24, BLOCK 5, OF THE NAVY YARD ADDITION TO SIDNEY, AS PER PLAT RECORDED IN VOLUME 1 OF PLATS, PAGE 87, RECORDS OF KITSAP COUNTY, WASHINGTON.

EXCEPT THE NORTH 15.00 FEET OF LOT 24 OF SAID BLOCK 5.

ALSO TOGETHER WITH THOSE PORTIONS OF VACATED WENDELL AND HARRIET STREET AS ATTACHES BY OPERATION OF LAW PER RESOLUTION 004-2000 AS RECORDED UNDER AUDITOR'S FILE NO. 3231877, RECORDS OF KITSAP COUNTY, WASHINGTON.

ALSO TOGETHER WITH THAT PORTION OF VACATED PALMER AVENUE AS ATTACHES BY OPERATION OF LAW PER ORDINANCE NO. 1791, RECORDED UNDER AUDITOR'S FILE NO. 3241143, DATED MARCH 6, 2000.

SITUATE IN THE CITY OF PORT ORCHARD, KITSAP COUNTY, STATE OF WASHINGTON.

PARCEL: 4598-005-028-0007

LOTS 28 THROUGH 32, INCLUSIVE, BLOCK 5, NAVY YARD ADDITION TO SIDNEY, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 1 OF PLATS, PAGE 87, IN KITSAP COUNTY, WASHINGTON;

TOGETHER WITH THAT PORTION OF VACATED PALMER AVENUE AS ATTACHES BY OPERATION OF LAW PER ORDINANCE NO. 1791, RECORDED UNDER AUDITOR'S FILE NO. 3241143, DATED MARCH 6, 2000, NAVY YARD ADDITION TO SIDNEY.



**WEST SOUND UTILITY DISTRICT  
RESOLUTION 1000-22**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS  
OF WEST SOUND UTILITY DISTRICT  
MODIFYING PROCESSES FOR THE SMALL PUBLIC WORKS  
ROSTER PROCESS TO AWARD PUBLIC WORKS CONTRACTS AND  
CONSULTING SERVICES ROSTER FOR ARCHITECTURAL,  
ENGINEERING AND OTHER PROFESSIONAL SERVICES**

**WHEREAS**, RCW 57.08.050, RCW 39.04.155 and other laws regarding contracting for public works by Water-Sewer Districts, allow certain contracts to be awarded by a small works roster process; and

**WHEREAS**, in order to be able to implement small works roster processes, West Sound Utility District (District) is required by law to have in place an adopted a resolution establishing specific procedures; and

**WHEREAS**, RCW 39.80.030 requires that an agency publish in advance that agency's requirement for professional services and that one of the ways to accomplish that notification is to announce generally to the public its projected requirements for any category or type of professional services and request qualification statements to be kept on file with the agency; **NOW, THEREFORE**,

**THE BOARD OF COMMISSIONERS OF WEST SOUND UTILITY DISTRICT HEREBY RESOLVES:**

**Section 1. MRSC Rosters.**

The District has contracted with the Municipal Research and Services Center of Washington (MRSC) to adopt for District use those state wide electronic databases for small public works roster and consulting services developed and maintained by MRSC and authorizes District staff to sign that contract. In addition, paper and/or electronic rosters may be kept on file by appropriate District departments.

**Section 2. Small Public Works Roster.**

The following small works roster procedures are established for use by the District pursuant to RCW 39.04.155:

1. Cost. The District need not comply with formal sealed bidding procedures for the construction, building, renovation, remodeling, alteration, repair, or improvement of real property where the estimated cost does not exceed Three Hundred-Fifty Thousand Dollars (\$350,000), which includes the costs of labor, material, equipment and sales and/or use taxes as applicable. Instead, the District may use the Small Public

Works Roster procedures for public works projects as set forth herein. The breaking of any project into units or accomplishing any projects by phases is prohibited if done for the purpose of avoiding the maximum dollar amount of a contract that may be executed using the small works roster process.

2. Publication. At least once per calendar year, on behalf of the District, MRSC shall publish in a newspaper of general circulation within the jurisdiction a notice of the existence of the roster or rosters and solicit the names of contractors for such roster or rosters. Responsible contractors shall be added to appropriate MRSC Roster(s) at any time that they submit a written request and necessary records. The District may require master contracts to be signed that become effective when a specific award is made using a small works roster.
3. Quotations. The District shall obtain telephone, written, or electronic quotations for public works contracts from contractors on the appropriate small works roster to assure that a competitive price is established and to award contracts to a contractor who meets the mandatory bidder responsibility criteria in RCW 39.04.350(1) and may establish supplementary bidder criteria under RCW 39.04.350(2).
  - a) A contract awarded from a small works roster need not be advertised. Invitations for quotations shall include an estimate of the scope and nature of the work to be performed as well as materials and equipment to be furnished. However, detailed plans and specifications need not be included in the invitation.
  - b) Quotations may be invited from all appropriate contractors on the appropriate small works roster. As an alternative, quotations may be invited from at least five contractors on the appropriate small works roster who have indicated the capability of performing the kind of work being contracted, in a manner that will equitably distribute the opportunity among the contractors on the appropriate roster. "Equitably distribute" means that the District may not favor certain contractors on the appropriate small works roster over other contractors on the appropriate small works roster who perform similar services.

If the estimated costs of the work is from two- hundred and fifty thousand dollars (\$250,000.00) to three-hundred fifty thousand dollars (\$350,000.00), the District may choose to solicit bids from less than all the appropriate contractors on the appropriate small works roster, but must notify the remaining contractors on the appropriate small works roster that quotations on the work are being



sought. The District has the sole option of determining whether this notice to the remaining contractors is made by:

- (i) Publishing notice in a legal newspaper in general circulation in the area where the work is to be done;
  - (ii) Mailing a notice to these contractors; or
  - (iii) Sending a notice to these contractors by facsimile or email.
- c) At the time bids are solicited, the District representative shall not inform a contractor of the terms or amount of any other contractor's bid for the same project;
- d) A written record shall be made by the District representative of each contractor's bid on the project and of any conditions imposed on the bid. Immediately after an award is made, the bid quotations obtained shall be recorded, open to public inspection, and available by telephone inquiry.
4. Limited Public Works Process. If a work, construction, alteration, repair, or improvement project is estimated to cost less than fifty thousand dollars (\$50,000.00), the District may award such a contract using the limited public works process provided under RCW 39.04.155(3). For a limited public works project, the District will solicit electronic or written quotations from a minimum of three contractors from the appropriate small works roster and shall award the contract to the lowest responsible bidder as defined under RCW 39.04.010. After an award is made, the quotations shall be open to public inspection and available by electronic request.

For limited public works projects, the District may waive the payment and performance bond requirements of chapter 39.08 RCW and the retainage requirements of chapter 60.28 RCW, thereby assuming the liability for the contractor's nonpayment of laborers, mechanics, subcontractors, materialmen, suppliers, and taxes imposed under Title 82 RCW that may be due from the contractor for the limited public works project. However, the District shall have the right of recovery against the contractor for any payments made on the contractor's behalf.

The District shall maintain a list of the contractors contacted and the contracts awarded during the previous 24 months under the limited public works process, including the name of the contractor, the contractor's registration number, the amount of the contract, a brief description of the type of work performed, and the date the contract was awarded.

5. Determining Lowest Responsible Bidder. The District Board shall award the contract for the public works project to the lowest responsible bidder provided that, whenever there is a reason to believe that the lowest acceptable bid is not the best price obtainable, all bids may be rejected and the District Board may call for new bids. A responsible bidder shall be a registered or licensed contractor who meets the mandatory bidder responsibility criteria established by RCW 39.04.350 and who meets any supplementary bidder responsibility criteria established by the District.
6. Award. The General Manager or his/her designee shall present all telephone quotations/bids and recommendations for award of the contract to the lowest responsible bidder to the District Board. However, for public works projects involving a cost or fee of less than Twenty Thousand Dollars (\$20,000), the General Manager shall have the authority to award public works contracts without District Board approval, provided that the District Board shall ratify the General Manager's approval at the next scheduled District Board meeting by means of the consent agenda. For public works projects over Twenty Thousand Dollars (\$20,000), the District Board shall award all public works contracts.

### **Section 3. Consulting Services Roster.**

1. Consulting Services. Consulting services are professional services that have a primarily intellectual output or product and include architectural and engineering services as defined in RCW 39.80.020.
2. Publications. At least once a year, on behalf of the District, MRSC shall publish in a newspaper of general circulation within the jurisdiction a notice of the existence of the consulting services roster or rosters and solicit statements of qualifications from firms providing consulting services. Such advertisements will include information on how to find the address and telephone number of a representative of the District who can provide further details as to the District's projected needs for consulting services. Firms or persons providing consulting services shall be added to appropriate MRSC roster or rosters at any time that they submit a written request and necessary records. The District may require master contracts to be signed that become effective when a specific award is made using a consulting services roster.
3. Professional Architectural and Engineering Services. The MRSC Rosters will distinguish between professional architectural and engineering services as defined in RCW 39.80.020 and other consulting services and will announce generally to the public the District's projected requirements for any category or type of professional or other

consulting services. The District reserves the right to publish an announcement on each occasion when professional services or other consulting services are required by the agency and to use paper and/or other electronic rosters that may be kept on file by appropriate District departments.

**Section 4. Effective Date.**

This resolution shall take effect and be in full force on February 22, 2022. Additionally, Resolution 104-09 and Resolution 353-12 are hereby repealed.

**APPROVED and ADOPTED** by the Board of Commissioners of West Sound Utility District at a Board meeting scheduled on February 22, 2022.

**WEST SOUND UTILITY DISTRICT**  
Kitsap County, Washington

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Jerry Lundberg  
Chairperson

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Susan Way  
Vice Chairperson

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James J. Hart  
Secretary