

# WEST SOUND UTILITY DISTRICT

Board of Commissioners  
Board Meeting

February 7, 2024  
1:00 PM

Please direct your smart device or computer to [www.wsud.us/meetings](http://www.wsud.us/meetings) for information on virtual attendance.

## AGENDA

### PUBLIC COMMENTS

### CONSENT AGENDA

1. Approval of the Regular Board Meeting Minutes of January 17, 2024
2. Approval of Vouchers WSUD #32000 through #32054 in the amount of \$73,337.35
3. Approval of Vouchers SKWRF #17805 through #17838 in the amount of \$170,474.20

### BOARD DISCUSSION/ACTION ITEM

1. Discussion, Notice of Utility Conflict, SR 160 (SE Sedgwick Road) and Long Lake Road SE
2. Discussion, PWB Awarded Projects, Status Update of the Powell Booster Station, and Lund Avenue Roundabout Projects
3. Resolution 1123-24, Authorizing Equipment Purchase, Blueberry Lift Station Spare Pump
4. Resolution 1124-24, Authorizing the purchase of a 2024 Ford Maverick Utility Vehicle
5. Resolution 1125-24, Amending Water Policies and Procedures

### STAFF REPORTS

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

### COMMISSIONERS' REPORTS

### EXECUTIVE SESSION

Executive Sessions may be scheduled or announced for discussions per RCW 42.30.110.

### FUTURE MEETINGS

February 21	Regular Board Meeting
February 27	SAC Meeting (Time to be determined)
March 6	Regular Board Meeting
March 20	Regular Board Meeting



WEST SOUND UTILITY DISTRICT  
Minutes of Meeting of the Board of Commissioners  
2924 SE Lund Avenue, Port Orchard, WA 98366  
Wednesday, January 17, 2024 at 1:00 p.m.

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

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Attending: Randy Screws, General Manager (Absent)  
John Tapia, Operation Manager  
Marty Grabill, Plant Manager  
Joy Ramsdell, Finance Manager  
Ken Bagwell, Attorney  
Amber Brooks, Accounting Specialist

The meeting was called to order by Commissioner Way at 1:00 p.m.

**PUBLIC COMMENTS**

**CONSENT AGENDA**

1. Approval of the Regular Board Meeting Minutes of January 3, 2024
2. Approval of Vouchers WSUD #31959 through #31999 in the amount of \$173,590.36
3. Approval of Vouchers SKWRF #17785 through #17804 in the amount of \$90,271.71
4. Approval of the January Payroll in the Amount of \$209,037.65

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

**BOARD DISCUSSION/ACTION ITEM**

Resolution 1120-24, Authorizing the purchase of 2024 Nissan Frontier Utility Vehicle  
Passed 3-0

Resolution 1121-24, Authorizing the purchase of a 2024 Ford Maverick Utility Vehicle  
Passed 3-0

Resolution 1122-24, Authorizing a Contract for Equipment Purchase & Installation for Well 22  
Passed 3-0

**STAFF REPORTS**

**PLANT MANAGER'S REPORT**

Plant Manager Marty Grabill reported:

### General Updates

- NPDES Permit renewal is in process. We will continue to operate under our current permit until the new one has been issued.
- Working on and submitting end-of-year reports. Completed reports:
  - Flow & Rainfall
  - Annual Wet Weather
  - 4<sup>th</sup> Qtr. Stormwater
  - Payment Request/Progress Report GNP Grant.
  - General Nutrient and Municipal December DMRs
  - Priority Pollutants all completed.
- Annual Biosolids DOE & EPA reports in progress.
- Tree trimming began today around the plant and creek.
- Working of the TSA with King County labs for 2024 contractual sampling.
- We received the final two invoices for worked performed on the RDT project. The project came in at \$43,510.06 under budget. We will receive one more invoice from DES for management services at the one-year mark in September of this year.
- Leachate discharge to the plant from Waste Management began Monday, 1/15/24.

### P.S.E. Conservation Grant Agreement (2021-2023)

- Continuous work with P.S.E. on the Conservation Grant Agreement. Year 3 of 3. Final meeting was held 1/10/24.

### Load Bank Replacement

- Load bank project update. Awaiting equipment delivery, expected to deliver this month.

### Nutrient General Permit (2022)

- Still awaiting a decision on in-house accreditation from D.O.E.

### 2024 Projects

- Electrical Switch Gear Replacement. I had an electrician onsite to give me a general replacement cost.
- Grit Pump Replacement. Contacted vendors for quote updates.
- accomplish this year as well.

## **OPERATIONS MANAGER'S REPORT**

Operation Manager John Tapia reported:

### CIP - South Park Main Replacement

- Locate and survey completed for the site.
- WSE is working on the recommended easement.

### Powell Booster Station Engineering

- 100% Plans are completed.

### Fircrest/Mile Hill Main Replacement

- 2" galvanized to be replaced. Nothing new to report.

### Olney Sewer Replacement

- Engineering contract has been signed with WSE.
- Received updated Engineers estimate with manhole changes: \$1,162,056.28.
- I have written up the RFP. We are working out the dates for advertisements and then bid opening.

### Crew

1. St. Vincent DePaul project City contacted about the permit. Reached out to Caseco for time update. Says were on his schedule.
2. Well 22 has been lowered and rehab is now complete. Transducer is working. VFD is undersized (HVAC). Received 2 quotes and ready to get it going.
3. 4 new chemical shelters are being installed. Village lanes is the first one today.
4. Residential meters for replacements should be here this week.
5. WSDOT franchise permit continues. last section for 160 approved and received. We can then start on 166.
6. Water main flushing continues upper gradient.
7. Shock chlorination on well 20 and well 17.
8. Working on the roundabout project for Bethel ad Lincoln, Mitchell.
9. Sewer flow meters are installed almost complete.
10. Continue working on lead and copper compliance.
11. Gate has been repaired.
12. 7 frozen meters in this winter storm. Only one kamstrup.
13. Received specs and bid sheets for well 16 and 11 rehabilitations. Sent over information for well 14 rehab.

### Water Production: Through December

- 2022- 615,472,000
- 2023- 632,002,000
- 1.35-million-day avg.
- 41,845,000 in December

### Rain Gauge:

- 2022- 53.49
- 2023- 47.36
- Difference- 6.13” LESS than last year

### **FINANCE MANAGER’S REPORT**

Finance Manager Joy Ramsdell reported:

- As of today, 54 accounts have \$27k past due, 185 shut off notices and 3 were shut off.
- January payroll is done with salary and benefit updated. City utility tax filed.
- Continue working on quaterly reports. Accrual and revised for AP and payroll.
- Internal fund transfer after December books are reconciled.
- Calculated year end accrued compensated absences.
- Continue working on year end projects, capitalization and calculate 2023 depreciation.

- 2023 DRS Participating Employer financial information (PEFI) came out. I'll start working on pension section for annual reports.
- W2 sent out.

**GENERAL MANAGER'S REPORT**

General Manager Randy Screws reported: (Absent)

**COMMISSIONERS' REPORTS**

Nothing to report.

**EXECUTIVE SESSION**

No executive session requested.

**ADJOURN**

Commissioner Hart moved to adjourn the meeting at 2:50 p.m. Motion was seconded by Commissioner Lundberg, the motion was approved 3-0.

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Susan Way  
Chairperson

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James Jay Hart  
Vice-Chairperson

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Jerry Lundberg  
Secretary











February 1, 2024

**WEST SOUND UTILITY DISTRICT**

Attn: John Tapia  
2924 Lund Ave  
Port Orchard, WA 98366

Subject: **Notification of Conflict / Utility Relocation Requirement**  
SR 160 / Long Lake Rd SE – Roundabout, MP 2.55

Dear John Tapia:

This is your formal notification that facilities owned by **WEST SOUND** are in conflict with the SR 160 / Long Lake Rd SE – Roundabout Project and may require relocation.

This notification letter provides descriptions of the PROJECT scope, PROJECT milestones, and **WEST SOUND** franchising and permitting requirements.

**PROJECT Scope**

The PROJECT proposes to install a roundabout at the intersection on SR 160 and Long Lake Rd SE MP 2.54 to MP 2.56 to improve traffic operations and reduce the frequency and severity of collisions at this intersection.

Enclosed are a preliminary Utility Conflict Plan for your reference.

**PROJECT Milestones**

WSDOT milestones for the PROJECT:

- January 2025 - Advertise Contract
- TBD - Construction Notice to Proceed
- TBD - Project Completion

**Permits or Franchises**

If **WEST SOUND** facilities occupy the property by a city, county, or state franchise, permit, or ordinance, **WEST SOUND** does not possess a compensable real property interest, and, therefore, is responsible for the relocation costs of its facilities that are in conflict with the PROJECT. WSDOT will be responsible for costs to resolve conflict of **WEST SOUND** facilities with the PROJECT only if **WEST SOUND** owns a compensable real property interest in the property which its facilities occupy. To prove such an interest, **WEST SOUND** must provide WSDOT one of the following:

- a deed showing fee title in ownership to the property
- a deed showing easement rights to use the property
- a court finding a prescriptive easement rights

Currently, **WEST SOUND**'s facilities reside on SR 160 right of way under WSDOT Utility Franchise #**UF-OL-2023-004**.

In the prosecution of the relocation work, **WEST SOUND** and its contractors shall work diligently and in good faith to coordinate their work and resolve all issues as not to delay the PROJECT.

**WEST SOUND** is fully responsible to acquire all necessary permits and approvals for its relocation work, including environmental documentation and permitting. WSDOT expects that **WEST SOUND** will determine its permitting needs and apply for permits in a timely manner to ensure that permit timelines will not delay the relocation work. **WEST SOUND** shall notify WSDOT immediately if there are concerns regarding the acquisition of permits or easement rights in time to meet relocation deadlines.

Please note, should your organization not timely commence, execute, and complete any adjustment and/or relocation work as determined necessary for the PROJECT, PSE may be held responsible for construction and delay costs incurred during the PROJECT.

Your assistance and cooperation are greatly appreciated. The WSDOT contact for this PROJECT is Saiyed Rony, Ronys@wsdot.wa.gov, and phone 360-402-2468. Please contact Saiyed with questions or if you need further information.

Sincerely,  
*Saiyed Rony*

Utility Project Support &  
Accommodations Engineer

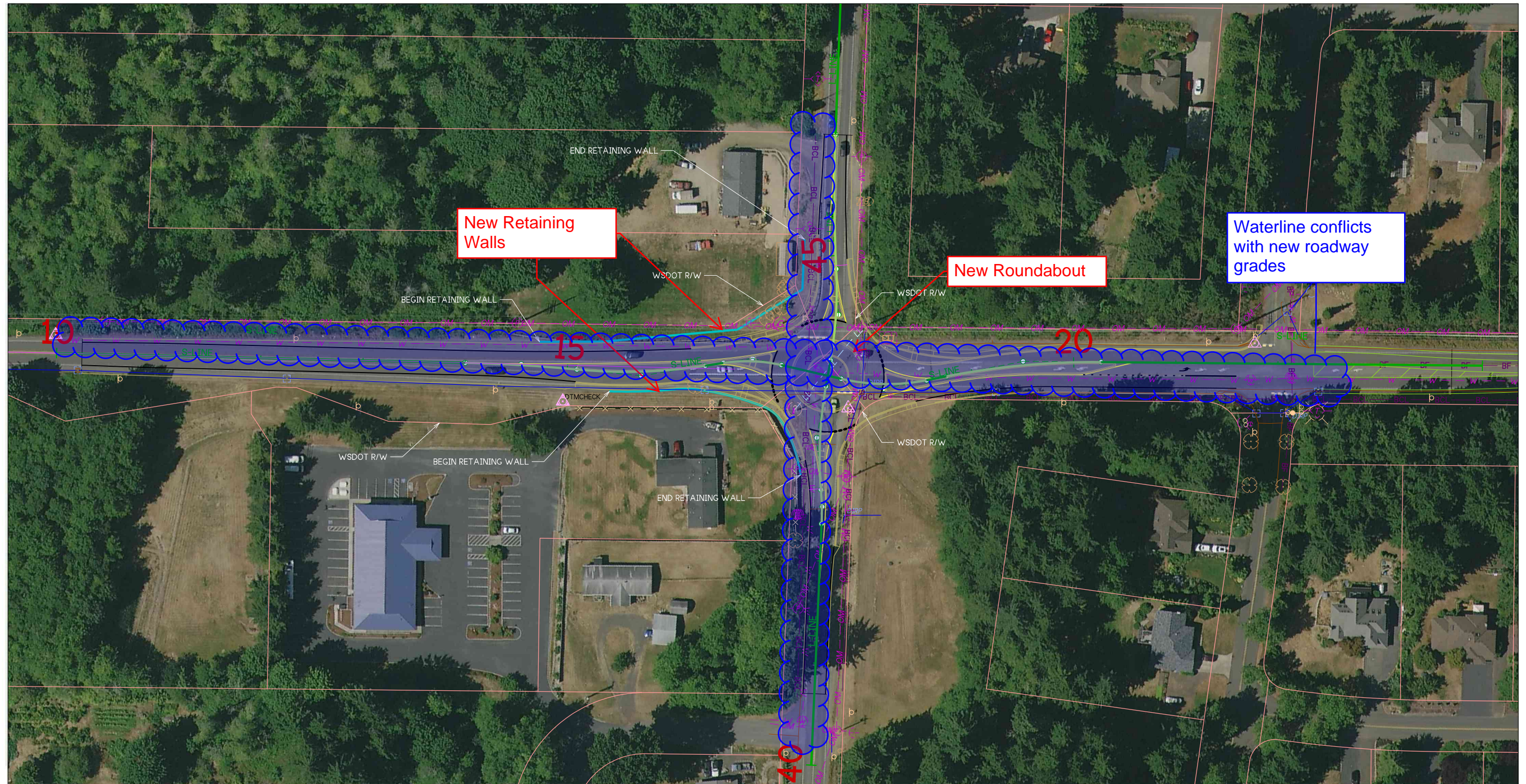
Enclosed: Utility Conflict Plan.  
cc:

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**LEGEND**

- OVERHEAD ELECTRICAL (MULTIPLE)
- 8" WATER
- STORM DRAIN CULVERT
- UNDERGROUND 400 PAIR COPPER COMM CABLE
- ELECTRICAL LATERAL LINE
- UNDERGROUND FIBER OPTIC CABLE
- UNDERGROUND COMM CABLE

**West Sound Conflicts**



FILE NAME	Utility Conflict Exhibit.dgn	REGION NO.	10	STATE	WASH	FED. AID PROJ. NO.	
TIME	6:52:28 PM	JOB NUMBER					
DATE	1/17/2024	CONTRACT NO.		LOCATION NO.			
PLOTTED BY	mamin						
DESIGNED BY	M. AMIN						
ENTERED BY	M. AMIN						
CHECKED BY	B. HAUSENBULLER						
PROJ. ENGR.	V. HALL						
REGIONAL ADM.		REVISION		DATE	BY		



PRELIMINARY PLAN

SR 160  
LONG LAKE RD SE  
ROUNDBOUT

UTILITY CONFLICT EXHIBIT

PLAN REF NO	
SHEET	
OF	
SHEETS	

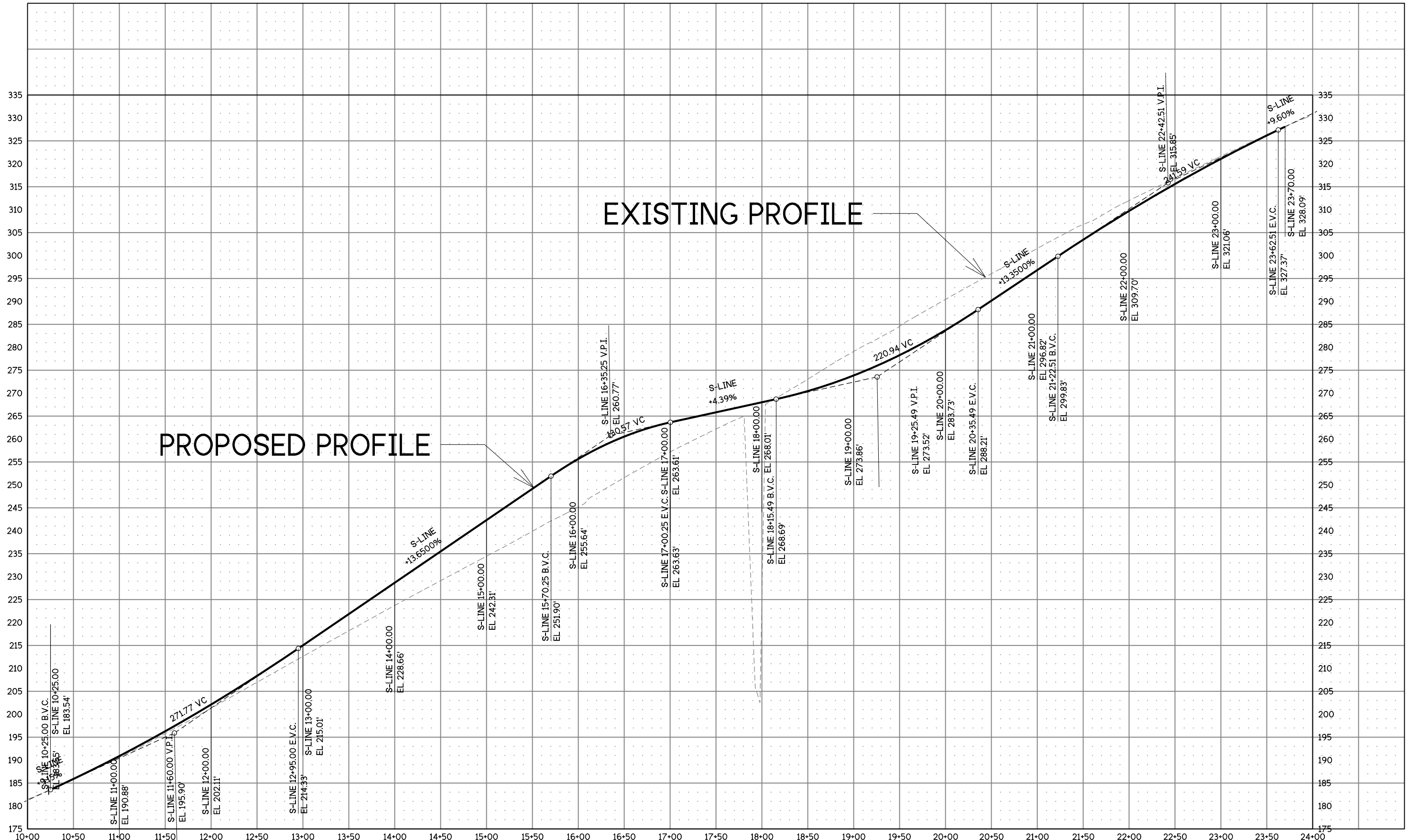
DATE \_\_\_\_\_

P.E. STAMP BOX - SEE SHEET CT1 FOR SIGNATURE

DATE \_\_\_\_\_

P.E. STAMP BOX - SEE SHEET CT1 FOR SIGNATURE

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FILE NAME	S-LINE - S-LINE.dgn
TIME	8:43:40 AM
DATE	1/22/2024
PLOTTED BY	mamin
DESIGNED BY	M. AMIN
ENTERED BY	M. AMIN
CHECKED BY	B. HAUSENBULLER
PROJ. ENGR.	V. HALL
REGIONAL ADM.	S. ROARK
REVISION	DATE BY

REGION NO.	STATE	FED. AID PROJ. NO.
10	WASH	
JOB NUMBER		
CONTRACT NO.	LOCATION NO.	
	XL 6639	



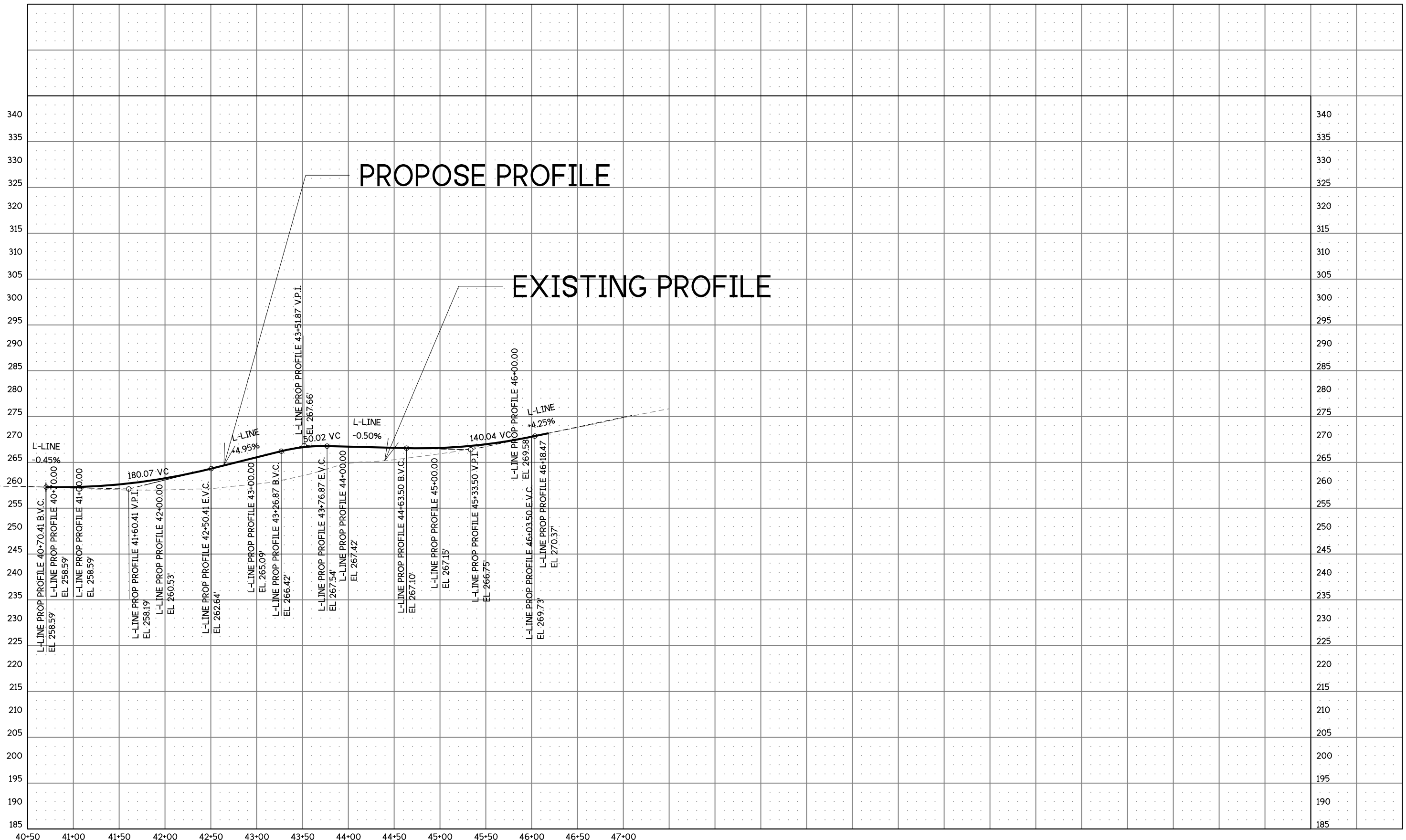
DATE	DATE
P.E. STAMP BOX - SEE SHEET CT1 FOR SIGNATURE	P.E. STAMP BOX - SEE SHEET CT1 FOR SIGNATURE

SR 160/LONG LAKE RD SE  
INTERSECTION  
ROUNDAABOUT CONSTRUCTION

SR 160/LONG LAKE RD SE PROFILE

PLAN REF NO
SHEET
OF
SHEETS

pw:/projectstore.wsdot.wa.gov/WSDOT/Documents/Olympic/\_Projects/160/2.54\_LongLakeRdRoundabout\_CONNECT/Design/\_DGN/Corridors/New\_Xsection/L-Line Prop Profile - L LINE.dgn



FILE NAME	L-Line Prop Profile - L LINE.dgn			REGION NO.	STATE	FED. AID PROJ. NO.		PLAN REF NO.
TIME	8:59:02 AM			10	WASH			
DATE	1/22/2024			JOB NUMBER				
PLOTTED BY	mamin			CONTRACT NO.				
DESIGNED BY				LOCATION NO.				
ENTERED BY								
CHECKED BY								
PROJ. ENGR.								
REGIONAL ADM.								
	REVISION			DATE		BY		



**PRELIMINARY PLAN**

DATE

P.E. STAMP BOX - SEE SHEET CT1 FOR SIGNATURE

DATE

P.E. STAMP BOX - SEE SHEET CT1 FOR SIGNATURE

SHEET

OF

SHEETS





**WEST SOUND UTILITY DISTRICT  
RESOLUTION 1123-24**

**A RESOLUTION OF THE WEST SOUND UTILITY DISTRICT  
BOARD OF COMMISSIONERS  
APPROVING EQUIPMENT PURCHASE OF  
A LIFT STATION PUMP FOR THE  
BLUEBERRY LIFT STATION**

**WHEREAS**, the WSUD 2024 Wastewater Capital Improvement Budget contains funding for replacement equipment to address needs for Lift Stations; and

**WHEREAS**, a spare pump for the Blueberry Lift Station is needed in case of a pump failure where timeliness of replacement would be required; and

**WHEREAS**, the District solicited a proposal from Whitney Equipment to provide the District with the spare pump for the Blueberry Lift Station; and

**WHEREAS**, Whitney Equipment is a sole source provider for specific equipment needed (Flyght Pump) by the District for the identified Lift Station; and

**WHEREAS**, the amount for this purchase is in excess of the \$20,000.00 contracting purchasing authority of the General Manager; and requires the approval of the Board of Commissioners; **NOW, THEREFORE,**

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

**Section 1.** The District's Board of Commissioners hereby approve the attached quote/contract for the equipment supply from Whitney Equipment as identified in Exhibit "A" in the amount of \$29,960.00 plus freight (\$545.00) and WSST (\$2,756.32) for a total of \$33,261.32. The Board further authorizes the General Manager to sign the purchase contract.

**APPROVED and ADOPTED** by the Board of Commissioners of West Sound Utility District at a regularly scheduled Board meeting on February 7, 2024.

**WEST SOUND UTILITY DISTRICT**

Kitsap County, Washington

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Susan Way  
Chairperson

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James J. Hart  
Vice Chairperson

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Jerry Lundberg  
Secretary



16120 Woodinville-Redmond Road NE, Suite 3  
Woodinville, WA 98072 Phone: (425) 486-9499

2501 Columbia Way Suite 300  
Vancouver, WA 98661 Phone: (360) 694-9175

1/9/2024

Quote #: 41621 - 0

To: West Sound Utility District  
Attn: JJ Johnson  
Email: [jjohnson@wsud.us](mailto:jjohnson@wsud.us)  
Phone: 3608762545

**Project Name: WSUD Spare 3153**

The following is Whitney Equipment Company's proposal for equipment we can furnish for the above referenced project. A detailed list of the equipment and services included in this proposal is shown in the following Scope of Supply. Only items listed in the Scope of Supply are included in this proposal. This proposal is valid for 30 days from the date listed above. Please contact us to verify pricing and availability beyond 30 days as pricing and availability may vary. The conditions of sale associated with this proposal are attached.

Engineering calculations and design services are included only when specifically listed in the Scope of Supply. Field or startup services are not included unless specifically listed in the Scope of Supply. If additional field or onsite assistance is needed beyond what is included in the Scope of Supply, it can be supplied at a rate of \$193.00/hour at the job site, plus travel time and expense. Unless specifically listed in the following Scope of Supply, we do not include haulage, unloading including provision of lifting equipment, permits, bonds, insurance, installation, sales or use taxes or duties of any kind, power, chemicals, water, concrete, grout, anchor bolts, controls, wire, conduit, lights, fans, piping, valves, fittings, drains, meters, gauges, signs, safety equipment, labor, tools, field paint, lubricants, or any other items not listed as included.

Prices are firm for 30 days. Purchaser must also pay any costs incurred for additional field or onsite assistance no later than 30 days after receipt of an invoice for field or onsite services from Whitney Equipment Company.

The equipment will be coated with the manufacturers' standard preparation and coatings unless special coatings are listed in the Scope of Supply. Equipment will be prepared for shipment per the manufacturers' standard packing procedure. The purchaser is responsible for receiving all items including promptly inspecting for damage, noting damages, and filing for all missing or damaged items in a timely manner. Freight shall be standard ground or ocean freight unless otherwise listed. The purchaser is responsible for proper storage and handling of the equipment per the manufacturer's recommendations prior to installation to ensure warranty coverage. Warranty coverage shall be manufacturer's standard warranty unless specifically listed in the Scope of Supply.

This job is being handled by Brad Vande Vusse, phone 425-439-5809. Please call if you need further information or prices.



Quote # : 41621 - 0  
Quote name : WSUD Spare 3153  
Customer name : West Sound Utility District  
Salespersons name : Brad Vande Vusse

**SCOPE OF SUPPLY**

JJ, we are pleased to offer you the following quote.

Quantity	Product / Description	Price per Unit	Total Price
1 each	<b>31530951135 Flygt NP3153.095 274</b> Flygt NP3153.095 274 hard-iron impeller. 23 hp, 460V 3 ph standard efficiency motor. FM, FLS. 4" discharge. 65 ft cable.	\$29,960.00	\$29,960.00
			Sub-Total: \$29,960.00
			Freight: \$545.00
			<b>TOTAL: \$30,505.00</b>

Lead Times: 12-16

Freight Terms: FOB Factory, prepaid and added to invoice

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Sales tax is not included unless specified.

Payment Terms: NET30

Sincerely,

Brad Vande Vusse, Municipal Account Manager Washington





Quote # : 41621 - 0  
Quote name : WSUD Spare 3153  
Customer name : West Sound Utility District  
Salespersons name : Brad Vande Vusse

**WHITNEY EQUIPMENT CO., INC.  
WOODINVILLE, WA  
STANDARD CONDITIONS OF SALE**

These are Whitney Equipment Co., Inc., the Seller, Standard Terms and Conditions and the basis of our offer to the Buyer, unless specifically altered in writing as permitted herein. Any changes may affect the quoted price. These Standard Terms and Conditions and the bid quote, purchase order, or other order form to which they are attached (the "Bid Quote") form a contract between Buyer and Seller for the sale of products described in the Bid Quote (the "Contract").

**ACCEPTANCE:** Submission of this Contract to Buyer constitutes Seller's offer to the Buyer and on acceptance becomes a binding contract on the terms set forth herein. Buyer's acceptance is expressly limited to the terms of this Contract. Seller rejects all terms included in any response by the Buyer to this Contract that are in conflict with, inconsistent with, or in addition to the terms and conditions contained herein. But if a conflict arises between the terms of a purchase order first issued by Buyer and the terms of this Contract, the terms of this Contract shall take precedence.

**ENTIRE AGREEMENT:** The Contract comprises the entire agreement between the Buyer and the Seller, and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. This Contract prevails over any terms and conditions of purchase provided by Buyer, regardless of whether or when the Buyer has submitted its purchase order or such terms. In addition, implied terms and conditions from the Buyer's contracts with other entities are not valid or enforceable with respect this Contract. Fulfillment of the Buyer's order does not constitute acceptance of any of Buyer's terms and conditions and does not serve to modify or amend this Contract.

**GOVERNING LAWS:** Seller will comply with all laws applicable to Seller during sale of the products. Buyer will comply with all laws applicable to Buyer during operation or use of the products. The laws of the State of Washington shall govern the validity, interpretation, and enforcement of any order of which these provisions are a part, without giving effect to any rules governing the conflict of laws. Assignment may be made only with written consent of both parties. Buyer shall be liable to the Seller for any attorney's fees and costs incurred by Seller in enforcing any of its rights hereunder. Unless otherwise specified, any reference to Buyer's order is for identification only.

**JURISDICTION AND VENUE:** Any legal suit, action or proceeding arising out of relating to this Contract shall be commenced in federal or state court located King County, Washington and Seller and Buyer (i) irrevocably submit to the exclusive jurisdiction and venue of any such court in any such suit, action or proceeding and (ii) irrevocably waive (to the extent permitted by applicable law) any objection which they now or hereafter may have to the laying of venue of any such action or proceeding brought in any of the foregoing courts in and of the State of Washington, and any objection on the ground that any such action or proceeding in any such court has been brought in an inconvenient forum.

**ATTORNEYS FEES AND EXPERT COSTS:** The prevailing party in any legal suit, action, or proceeding arising out of relating to the Contract shall be awarded its reasonable attorneys' fees and experts costs.

**WARRANTY:**

**THE SELLER MAKES NO WARRANTIES ON ANY PRODUCTS OR SERVICES PROVIDED UNDER THIS CONTRACT, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY, (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, OR (C) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. BUT THE BUYER SHALL RECEIVE WARRANTIES, IF ANY, PROVIDED BY THE MANUFACTURER OF THE PRODUCTS SOLD UNDER THIS CONTRACT. THE SELLER IS EXPRESSLY EXCLUDED FROM ANY WARRANTY AND ALL CHARGES, FOR LABOR, INSTALLATION, REMOVAL, REPAIR, REINSTALLATION, SHIPPING, UTILITIES, EQUIPMENT RENTAL, OTHER REQUIRED MATERIALS, OR ANY OTHER ITEMS. THE PARTIES AGREE THAT THE BUYER'S SOLE AND EXCLUSIVE REMEDIES SHALL BE AGAINST THE PRODUCT MANUFACTURER AS PROVIDED HEREIN. THE BUYER AGREES THAT NO OTHER REMEDY (INCLUDING, BUT NOT LIMITED TO, INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR LOST PROFITS, LOST SALES, DOWN TIME, OPERATING OR MAINTENANCE COSTS, INJURY TO PERSONS OR PROPERTY, OR ANY OTHER SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL LOSS) SHALL BE AVAILABLE TO BUYER. BUYER SHALL FOLLOW ALL STORAGE, OPERATION, AND MAINTENANCE PROCEDURES SPECIFIED BY THE MANUFACTURER FOR WARRANTY COVERAGE, FAILURE TO FOLLOW THESE PROCEDURES INCLUDING DOCUMENTATION MAY RESULT IN LOSS OF WARRANTY COVERAGE.**

**TAXES:** Seller does not include any Federal, State, City, County, or other sales, custom duties, or taxes such as sales, use, excise, retailer's, occupation or similar taxes and fees, in the Contract Price unless otherwise explicitly stated in writing. Any taxes not included in the Bid Quote will be added to the Contract Price. In lieu of paying such taxes to the Seller, the Buyer may furnish the Seller with a Tax Exemption Certificate or other legal and appropriate taxing authorities at any time.

**PAYMENT TERMS:** All quotations or proposals are in US Dollars unless explicitly stated otherwise in writing. Seller shall submit invoices for payment to Buyer for percentages of the Contract Price as described in Bid Quote. Buyer must pay all invoices submitted by Seller no later than 30 days after the date of the invoice. If the shipment is delayed by the Buyer, date of readiness for shipment shall be deemed the date of shipment for payment purposes. The Seller may require advance payment or a certificate of deposit, or may otherwise modify credit terms, should the Buyer's credit standing not meet the Seller's requirements. A service charge of 2.5% per month on the unpaid balance will be charged on all overdue monies payable. Buyer shall not assign or transfer their contract or any interest in it, or monies payable under it, without the written consent of Seller and any assignment made without such consent shall be null and void. Buyer agrees to pay all collection costs and costs of suit, including reasonable attorney fees, in the event Seller institutes collection action for overdue account. Seller expressly reserves all available lien rights in connection with any transaction between the parties. Unless explicitly agreed upon in writing, retainage against the contract amount is not allowed. The Seller reserves the right to repossess all equipment that is not paid for in full per this Contract's payment terms.

**CREDIT CARD PAYMENTS:** All credit card payments will require an additional 2% surcharge in addition to the Contract Price listed in the Contract. All credit card payments over \$5000.00 require written pre-approval by the Seller prior to processing; approval is not guaranteed.

**CREDIT:** Buyer is required to provide all necessary credit information to Seller with each order, including bank reference, bonding company, or other necessary information with complete names, addresses, phone numbers, personal references, and account and bond numbers. The Seller will determine, in its sole discretion, what is acceptable and what credit rating is required for the Seller to allow a purchase on credit.

**PRICE:** The prices specified are in U.S. currency, payable free of all expense to the Seller for collection charges.

Whitney Equipment Company, Inc.



Quote # : 41621 - 0  
Quote name : WSUD Spare 3153  
Customer name : West Sound Utility District  
Salespersons name : Brad Vande Vusse

**STARTUP PAYMENTS:** If startup services are included in this Contract, the pre-agreed upon payment amount shall be due when startup is complete. If startup is delayed more than 90 days after equipment delivery, payment for startup shall be due 90 days after equipment delivery prior to the startup occurring. Delaying in paying this portion of the contract is subject to the PAYMENT TERMS above.

**SHIPMENTS AND DELIVERY:** Delivery and shipping times are Seller's best estimate and do not include product approval time or order processing time. Seller is not liable for any damages, fees, costs, expenses or penalties arising from (1) loss of or damage to product in transit or (2) delays in shipping or delivery of the product, including all delays caused by an accident; riots; insurrections; national emergency; labor disputes of every kind however caused; embargoes; non-delivery by suppliers; delays of carriers or postal authorities; or governmental restrictions, prohibitions, or requirements. Seller may, in its sole discretion, without liability or penalty, make partial shipments of products to Buyer. Each shipment will constitute a separate sale, and Buyer shall pay for the units shipped whether such shipment is in whole or partial fulfillment of Buyer's order. Cost of handling and freight is only included when it is explicitly listed in this Contract.

**NON-DELIVERY:** The quantity of any installment of products as recorded by Seller on dispatch from Seller's place of business is conclusive evidence of the quantity received by Buyer on delivery unless Buyer can provide conclusive evidence proving the contrary. Any liability of Seller for non-delivery of the products shall be limited to replacing the products within a reasonable time or adjusting the invoice respecting such products to reflect the actual quantity delivered.

**APPROVALS:** Buyer is responsible for obtaining approval on products from project owners and engineers. The Seller represents only those products are as described in this Contract. The Seller does not warrant that the products described will be approved or otherwise satisfactory to project owners or engineers, or that products meet project specifications. Seller does not guarantee compliance with any codes or laws unless explicitly stated in this Contract. Performance of the overall system that incorporates the products is not guaranteed.

**OCCUPATIONAL SAFETY AND HEALTH ACT of 1970 –** Seller does not warrant or represent that any of Seller's products by themselves or in a system or with other equipment will conform to or comply with the provisions of the Occupational Safety and Health Act of 1970 and the standards and regulations issued thereunder, or any other federal, state, or local law or regulation of the same or similar nature.

**LIMITATION OF LIABILITY - NEITHER SELLER, NOR ITS SUPPLIERS SHALL BE LIABLE, WHETHER IN CONTRACT, WARRANTY, FAILURE OF A REMEDY TO ACHIEVE ITS INTENDED OR ESSENTIAL PURPOSES, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY, FOR LOSS OF USE, REVENUE OR PROFIT, OR FOR COSTS OF CAPITAL OR OF SUBSTITUTE USE OR PERFORMANCE, OR FOR INDIRECT, SPECIAL, LIQUIDATED, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR ANY OTHER LOSS OR COST OF A SIMILAR TYPE, OR FOR CLAIMS BY BUYER FOR DAMAGES OF BUYER'S CUSTOMERS. SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS CONTRACT SHALL NOT EXCEED THE CONTRACT PRICE, PROVIDED HOWEVER, IF THE BID QUOTE INCLUDES FIELD OR STARTUP SERVICE, SELLER'S LIABILITY FOR SAID SERVICES SHALL BE LIMITED TO THE VALUE OF THE SERVICES. BUYER AND SELLER AGREE THAT THE EXCLUSIONS AND LIMITATIONS SET FORTH IN THIS ARTICLE ARE SEPARATE AND INDEPENDENT FROM ANY REMEDIES WHICH BUYER MAY HAVE HEREUNDER AND SHALL BE GIVEN FULL FORCE AND EFFECT REGARDLESS OF WHETHER ANY OR ALL SUCH REMEDIES SHALL BE DEEMED TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE.**

**STORAGE –** If for any reason Buyer fails to accept products that have been delivered by Seller, or if Seller is unable to deliver the products because Buyer has not provided appropriate instructions, documents, licenses, or authorizations, then Seller may place the products in storage at Buyer's cost and expense, which includes the cost of storage, shipping fees, insurance, and other incidental expenses. The Buyer carries risk of loss for products in storage.

**TITLE -** Title to the products and risk of loss or damage passes to Buyer upon delivery of the products at the Point of Delivery listed in the Bid Quote. As collateral security for the payment of the Contract Price for the products, Buyer hereby grants to Seller a lien on and security interest in and to all of the right, title and interest of Buyer in, to, and under the products, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this provision constitutes a purchase money security interest under the Washington Uniform Commercial Code. Buyer agrees to perform all additional acts necessary to perfect and maintain said security interest.

**INSURANCE:** Buyer shall, at its own expense, purchase, maintain and carry adequate insurance for the products to protect against loss or damage from any external cause, including losses from fire, wind, water, or other causes. Insurance coverage must be maintained with insurance companies legally authorized to do business where said products are located in an amount at least equal to the value of said products until the products are accepted and paid for in full. Upon Seller's request, Buyer shall provide Seller with a certificate of insurance from Buyer's insurer evidencing the insurance coverage that is satisfactory to Seller. The certificate of insurance must name Seller as an additional insured. In no case does the Contract Price, even if inclusive of freight, cover the cost of insurance beyond the Point of Delivery specified in the Bid Quote]

**CANCELLATION:** The Buyer may cancel its order only upon written notice, and in turn will make payment to Seller of reasonable cancellation charges specified by Seller.

**ORAL STATEMENTS:** The Seller's personnel may have made oral statements about the products described in this Contract during the sales process. Such statements do not constitute warranties or guarantees and shall not be relied on by the Buyer. The entire contract is embodied in this writing. This writing constitutes the final expression of the parties' agreement, and it is a complete and exclusive statement of the terms of that agreement.

**CHANGES:** Seller reserve the right to make changes and to substitute other material as needed to make shipments and fulfill orders under this Contract.

**ERRORS:** Seller reserves the right to correct clerical or stenographic errors or omissions.

**STATUTE OF LIMITATIONS -** To the extent permitted by applicable law, any lawsuit for breach of contract, including breach of warranty, arising out of the transactions covered by this order, must be commenced by the Buyer not later than twelve (12) months from the delivery of Seller's Products or the last day Seller performed any services, whichever is earlier.

**INSPECTION:** Buyer shall inspect Seller's Products upon receipt, and if Buyer's inspection reveals any defects in the Products, Buyer shall notify the Seller within three (3) days after receipt of the Products of any claim Buyer might have concerning such defects in the Products discovered by Buyer. Buyer's failure to notify Seller within such a three (3) day period shall constitute a waiver by Buyer of all claims covering such defects in the Products.



Quote # : 41621 - 0  
Quote name : WSUD Spare 3153  
Customer name : West Sound Utility District  
Salespersons name : Brad Vande Vusse

It is the Buyer's responsibility to inspect for shipping damage upon delivery and to initiate a damage claim with the freight carrier. Damage occurring in-transit by the freight carrier must be claimed by the Buyer and is not the Seller's responsibility.

**NOT INCLUDED:** Seller does not include any item not specifically listed as included. References to specifications and drawings in the Scope of Supply section of the Bid Quote does not indicate that all items in those documents are included in the Scope of Supply. Unless clearly included in this Contract, engineering and design services are not included in this Contract.

**FREIGHT:** Prices quoted are F.O.B. point of manufacture and do not include freight unless specifically listed as included. Title passed to the Buyer at the Point of Delivery listed in the Bid Quote and all freight claims are the responsibility of the Buyer.

**BACKCHARGES** will not be accepted unless approved by Seller, in writing, before any work is done.

**DELAYS:** Price and terms and conditions are subject to revision if manufacture is not released at time of order placement or drawings for approval are not returned within 30 days from receipt by customer, or manufacture is released and subsequently held or delayed by the customer for more than 30 days, or customer requests longer than quoted shipment. If Seller suffers delay in performance due to any cause beyond its control, including but not limited to act of God, war, pandemic, act or failure to act of government, act or omission of Buyer, fire, flood, strike or labor troubles, sabotage, or delay in obtaining from others suitable services, materials, components, equipment or transportation, the time of performance shall be extended a period of time equal to the period of the delay and its consequences. Seller will give Buyer notice in writing within a reasonable time after the Seller becomes aware of any such delay.

**DECOMPOSITION AND WEAR:** Decomposition by chemical action and wear caused by the presence of abrasive materials shall not constitute defects.

**BUYER DATA -** Timely performance is contingent upon the Buyer supplying to the Seller, when needed, all required technical information, including drawing and submittal approval, and all required commercial documentation. The Buyer shall also supply and complete all shipping delivery information, pre-delivery checklists, and pre-startup checklists in a timely manner or the overall schedule of the project may be impacted at no cost to the Seller regardless of any potential agreed upon damages.

**BUYER SUPPLIED COMPONENTS -** Buyer acknowledges that the products purchased by Buyer under this Contract may contain products supplied by the Buyer or supplied by a third party at the Buyer's direction ("Buyer Supplied Components"). Buyer Supplied Components are not covered by any warranty or guarantee in this Contract. For the avoidance of doubt, Seller makes no representations or warranties with respect to any Buyer Supplied Components. Seller disclaims any liability arising from Buyer Supplied Components delivered late, damaged, defective, or nonconforming. In no event shall Seller be liable for consequential, indirect, incidental, special, exemplary, punitive damages, or lost profits, arising out of or relating to late delivery of or defective Buyer Supplied Components. Subject to the terms and conditions of this Contract, Buyer shall indemnify, defend and hold harmless Seller and its representatives/officers, directors, employees, agents, affiliates, successors and permitted assigns ("Indemnified Party") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorney and expert fees, fees and costs of enforcing any right to indemnification under this Contract, and the cost of pursuing any insurance providers, incurred by Indemnified Party in a final judgment relating to any third-party claims arising from defective Buyer Supplied Components.





**WEST SOUND UTILITY DISTRICT  
RESOLUTION 1124-24**

**A RESOLUTION OF THE WEST SOUND UTILITY DISTRICT  
BOARD OF COMMISSIONERS  
AUTHORIZING THE PURCHASE OF A  
2024 FORD MAVERICK UTILITY VEHICLE**

**WHEREAS**, the District’s 2024 water and sewer operating budget contains funding for the purchase of two needed utility vehicles; and

**WHEREAS**, the Board of Commissioners approved Resolution 1121-24 “Authorizing the Purchase of a 2024 Ford Maverick Utility Vehicle” on January 17, 2024 through the Washington State Department of Enterprise Services as one of the two budgeted vehicles; and

**WHEREAS**, after approval of the purchase from the Board, the identified vehicle was no longer available for purchase and a build availability date could not be provided by the manufacturer, and

**WHEREAS**, a similar vehicle was identified as available through the Washington State Department of Enterprise Services with additional options (XLT Package) which increases the cost to the District in the amount of \$2,859.00 plus WSST for the purchase of the 2024 Ford Maverick Hybrid for water/sewer operations with a purchase price of \$31,660.00 plus WSST in the amount of \$2,691.10 for a total of \$34,351.10; and

**WHEREAS**, the amount for this purchase is more than the \$20,000.00 contract purchasing authority of the General Manager; and requires the approval of the Board of Commissioners **NOW, THEREFORE**,

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

**Section 1.** The Board hereby approves the purchase of a 2024 Ford Maverick Utility Vehicle for \$31,660.00 plus WSST in the amount of \$2,691.10 for a total of \$34,351.10 per Exhibit “A” from the Department of Enterprise Service State Purchasing Contract. The Board further authorizes the General Manager to sign the purchase contract.

**Section 2.** The Board hereby rescinds Resolution 1121-24 effective upon approval of this Resolution 1124-24.

**APPROVED and ADOPTED** by the Board of Commissioners of West Sound Utility District at a regular Board meeting on February 7, 2024.

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

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Susan Way  
Chairperson

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James J. Hart  
Vice Chairperson

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Jerry Lundberg  
Secretary

## Organization Purchase Request Details

### Organization Information

[Return to Org Requests](#)

<b>Contract #:</b> 05916 - Motor Vehicles	<b>Quote #:</b> 2024-1-28
<b>Status:</b> Submitted To Dealer	<b>Submit Date:</b> 01-19-2024
<b>Organization:</b> 31806 - WEST SOUND UTILITY DISTRICT - 31806	<b>Order Date:</b>
<b>Order Contact:</b> JJ Johnson	<b>Expected Delivery Date:</b>
<b>Contact Phone:</b> 360-874-5007	<b>Delivery Date:</b>
<b>Contact Email:</b> jjohnson@wsud.us	<b>Cancel Date:</b>
	<b>Organization Reference #:</b> 31806
<b>Dealer:</b> Bud Clary Ford/Hyundai - W403	<b>Organization PO #:</b>
<b>Dealer Address:</b>	<b>Dealer Contact:</b> Marie Tellinghiusen
	<b>Dealer Phone:</b> (360) 423-4321 Ext: 10945
	<b>Dealer Email:</b> ford.orders@budclary.com
<b>Internal Notes:</b>	
<b>Comments To Dealer:</b>	
<b>Dealer Reference #:</b> 24-0083 U481 stk	
<b>Dealer:</b> 01/24/24 Updated to match stock unit. Customer will send updated PO# 01/22/24 Vehicle question, email <b>Comments:</b> sent.	

### Color Options

Color Name	Quantity
Oxford White (YZ)	1

Tax Exempt: N

### Vehicle Options

Order Code	Order Code Description	Qty	Unit Price	Ext. Price
2024-0824-001	2024 Ford Maverick, 2WD	1	\$25,076.00	\$25,076.00
2024-0824-003	INFORMATION ONLY: Bud Clary Ford offers a \$300 Prompt Payment Discount if payment is received within 20 days of vehicle delivery.	1	\$0.00	\$0.00

2024-0824-004	INFORMATION ONLY: Bud Clary Ford CARS Cancellation Fees: NO fee to cancel order if vehicle has not been scheduled for production and is able to be cancelled at factory. \$500 cancellation fee if vehicle has been serialized and is locked in for production by manufacturer. \$750 cancellation fee if vehicle has been delivered to customer and must be picked up by dealer and re-stocked into inventory. Absolutely NO cancellation if customer has licensed/registered vehicle. Upfits/Equipment ordered for vans, trucks, chassis cabs and police/fire vehicles will have a 10-30% re-stocking fee; custom bodies cannot be cancelled.	1	\$0.00	\$0.00
2024-0824-010	2024 Ford Maverick 2WD, Front-Wheel Drive, Crew Cab, 4 1/2 ft Box, 2.0L EcoBoost Gas Engine w/ 8-Speed Automatic Transmission (23/30 mpg), 250 HP @ 5500 rpm, 277 lb-ft TQ @ 3000 rpm, 17-gallon fuel tank, P225/65R 17in All-Season BSW Tires, 17in Sparkle Silver-painted steel wheels, mini spare tire (W8A/100A/999/448/121WB/TT9W) -- This is the BASE Vehicle, please refer to Vehicle Standard Specifications for complete description.	1	\$0.00	\$0.00
2024-0824-011	2.5L Atkinson-cycle I-4 Hybrid Engine w/ Auto Stop/Start Technology, 94 kW/173 lb-ft battery peak, battery located passenger side under cabin, 13.8-gallon fuel tank, 2023MY: 40 city / 33 highway MPG, 162 HP @ 5600 rpm, 155 lb-ft TQ @ 4000 rpm, total system HP (hybrid) is 191HP (993/445)	1	\$1,507.00	\$1,507.00
2024-0824-016	Full-Size Spare Tire (51D)	1	\$116.00	\$116.00
2024-0824-030	XLT Trim Upgrade #300A (Includes 17in painted aluminum wheels, passenger-side cubby storage in bed, cargo tie downs, gray grill bar in lieu of black, power sideview mirrors w/ spotter, power tailgate lock, wiper-activated LED headlamps, upgraded cloth seat trim, rear seat cupholders and armrest, perimeter anti-theft alarm) (W8H/300A/TT7B)	1	\$2,329.00	\$2,329.00
2024-0824-212	Stock Vehicle Upcharge (Call dealer for availability before ordering) (DLR)	1	\$250.00	\$250.00
2024-0824-217	Floor Mats, HD Rubber Molded, Front (Weather Tech) (DLR)	1	\$135.00	\$135.00
2024-0824-218	Floor Mats, HD Rubber Molded, Rear (Weather Tech) (DLR)	1	\$104.00	\$104.00
2024-0824-219	Mud flaps, Front (DLR)	1	\$88.00	\$88.00
2024-0824-220	Mud Flaps, Rear (DLR)	1	\$88.00	\$88.00
2024-0824-225	SPRAY-IN Bedliner (DLR)	1	\$492.00	\$492.00
2024-0824-460	INFORMATION ONLY: #460-474 Ford Motor Company Tonneau Covers. Made from heavy-duty 3/4in thick panels with weather resistant synthetic hinges and seals. Quick release securely located behind tailgate. Allows 100% access to stake pockets. Topside weight limit 300lbs.	1	\$0.00	\$0.00
2024-0824-461	Ford Tonneau Cover - Tri-Fold Hard Panels, 4.5ft bed (TB461)	1	\$1,475.00	\$1,475.00

**Request Totals**

Total Vehicles:	1
Sub Total:	<b>\$31,660.00</b>
8.5 % Sales Tax:	<b>\$2,691.10</b>
Request Total:	<b>\$34,351.10</b>



**WEST SOUND UTILITY DISTRICT  
RESOLUTION 1125-24**

**A RESOLUTION OF THE WEST SOUND UTILITY DISTRICT  
BOARD OF COMMISSIONERS  
AMENDING WATER POLICIES AND PROCEDURES**

**WHEREAS**, the District Board of Commissioners adopts sewer and water policies and procedures; and

**WHEREAS**, the District has reviewed its current water policies and procedures and has determined it is necessary to amend some of the water policies and procedures; **NOW, THEREFORE**,

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

**Section 1.** The Board of Commissioners hereby amends the water policies and procedures, Section 9.1 Water Connection Charges and Fees as follows:

**9.1 Water Connection Charges and Fees**

- A. **Property on Which Connection Charges Imposed** Owners of real property within or outside the District seeking to connect improvements of such real property to the District's water system, shall pay, as a condition of the District's grant of the right to so connect, connection charges as established so the property owner bears an equitable share of the cost of the District's water system. In addition, the property owner will also be required to pay the cost of making the connection and the cost of a water meter. The General Facility fees shall be paid in full at the time of issuance of the Binding Water Availability Letter.
- B. **General Facilities Charge** Owners of real property seeking to connect to the District's water system shall pay a general facilities charge based on meter size.

The General Facility Charge shall generally be adjusted annually to account for inflation. The inflation factor shall be based on the Engineering News Record Construction Cost Index (ENR-CCI), Seattle, WA for June of each year. If the ENR-CCI is less than zero percent (0%), the fees shall not be changed for that year. The effective date of each annual ENR-CCI adjustment shall be January 1<sup>st</sup> of each year.

The definition and method of calculation for each customer class shall be as follows:

1. **Residential Class** The residential class consists of single family, accessory dwelling and duplex units. The charge for residential class shall be assessed for each residential living unit.
2. **Multifamily Class** The multifamily class consists of residential buildings with

three or more dwelling units, including nursing homes and accessory building with a kitchen. The charge for multifamily class shall be assessed for each residential dwelling unit. A separate meter shall be required for each dwelling complex or business building; however, in the case of multifamily units, the District may require one or more service connections and meters for each multifamily unit, and charges shall be in accordance with the District's current meter and general facility charges schedule.

3. **Commercial Class** The commercial class consists of any business, church, or government facility. The charge for commercial class shall be assessed based on the meter size for each building.
4. **Institutional Class** The institutional class consists of public schools. The charge for institutional class shall be assessed based on the meter size for each building.
5. **Irrigation Class**
  - a. **General Irrigation** The general irrigation class consists of real property that is irrigated and does not satisfy the requirements of Drought Tolerant Irrigation.
  - b. **Drought Tolerant Irrigation** The drought tolerant irrigation class consists of real property that has Land Use Authority landscape plans identifying the real property landscaping as drought and showing a low water use irrigation system, such as drip irrigation.

The General Facility Charge for irrigation meters shall be paid in addition to the General Facility Charge for residential, industrial, multifamily and commercial classes.

- C. **Change of Use** Upon any change in use or meter size, the owner of the real property shall notify the District. With any change in use or meter size, the property owner will be required to pay the difference between the general facilities charge for the current meter size and the charge for the proposed meter size.
- D. **Water Service Connection Charges**
  1. **Full Service Installation Charge** For meters and related appurtenances installed by the District, including road crossings, the following charges shall be levied and collected at the time of service application:

Full service installations will be installed on a time and materials basis. A deposit paid to the District based on estimated cost will be required prior to installation. The District General Manager is authorized to adopt a schedule of the deposit and the hourly and material charges, which shall be posted in the District office.
  2. **Pre-Installed Service (Meter Only)** The fees for the installation of a meter only apply when the service connection and all associated valves, fittings, meter setters, etc. have already been installed in accordance with the District's specifications, at the expense of the property owner.

3. Pre-Installed Service (With Meter 1.50” and Larger Only) The fees for the installation of a meter only apply when the service connection and all associated valves, fittings, meter setters, meter etc. have already been installed in accordance with the District's specifications, at the expense of the property owner. Meters installed under this criterion (1.50” and larger) may be prior to conveyance of installed infrastructure to the District to allow for correct setter sizing on adjustable setters. The District will install a lock on the applicable setter for the bypass and meter and no water service shall be allowed and therefore utility billing will not commence until the infrastructure is accepted by the Board of Commissioners and the District has initiated the service.

**APPROVED and ADOPTED** by the Board of Commissioners of West Sound Utility District at a Board meeting scheduled on February 7, 2024.

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

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Susan Way  
Chairperson

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James J. Hart  
Vice Chairperson

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Jerry Lundberg  
Secretary