

## WEST SOUND UTILITY DISTRICT

Board of Commissioners  
Board Meeting

April 15, 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 April 3, 2024
2. Approval of Vouchers WSUD #32205 through #32245 in the amount of \$123,784.86
3. Approval of Vouchers SKWRF #17904 through #17927 in the amount of \$41,674.94
4. Approval of the April Payroll in the amount of \$230,421.40

#### BOARD DISCUSSION/ACTION ITEM

1. Introduction of Utility Specialist Trainee Corey Carter
2. Introduction of SKWRF Operator Trainee Hansen Blossey
3. Introduction of SKWRF Operator Trainee Lorenzo Determan
4. Resolution 1145-24, Written Finding, Emergency Contract Award, APS, Inc.
5. Resolution 1146-24, Utility Specialist Change of Position, WSUD Employee

#### 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

- |         |  |
|---------|--|
| May 1   | Regular Board Meeting                                    |
| May 15  | Regular Board Meeting                                    |
| June 5  | Regular Board Meeting                                    |
| June 11 | Sewer Advisory Committee Meeting (3:00 pm, WSUD Offices) |
| June 18 | Regular Board Meeting (Tuesday due to Wednesday Holiday) |



WEST SOUND UTILITY DISTRICT  
Minutes of Meeting of the Board of Commissioners  
2924 SE Lund Avenue, Port Orchard, WA 98366  
Wednesday, April 3, 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  
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 March 20, 2024
2. Approval of Vouchers WSUD #32175 through #32204 in the amount of \$87,480.27
3. Approval of Vouchers SKWRF #17891 through #17903 in the amount of \$44,255.22

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 1138-24, Contract Award, Pat Hall Construction, Inc., Well 20 Site Clearing  
Passed 3-0

Resolution 1139-24, Confirming the Hiring of SKWRF Operator Trainee, Lorenzo Determan  
Passed 2-1

Resolution 1140-24, Contract Award, Legacy Power Systems, LLC., SKWRF ATS  
Passed 2-1

Resolution 1141-24, Contract Award, Holt Services, Inc., Well 14 Rehabilitation  
Passed 3-0

Resolution 1142-24, Contract Award, Holt Services, Inc., Well 17 Rehabilitation  
Passed 3-0

Resolution 1143-24, Authorizing Equipment Purchase, Water Meters, H.D. Fowler Company  
Passed 3-0

Resolution 1144-24, Step Increase, WSUD Employee  
Passed 3-0

## **STAFF REPORTS**

### **PLANT MANAGER'S REPORT**

Plant Manager Marty Grabill reported:

#### General Updates

- The NPDES Permit renewal is in process. We will continue to operate under our current permit until a new one is issued.
- Submitted the Industrial Stormwater General Permit renewal NOI.
- We had a plant tour at the SKWRF last Friday for home schooled kids and their parents. It went great.

#### Nutrient General Permit (2022)

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

#### 2024 Projects

##### CIP Electrical Switch Gear Replacement

- Received two competitive quotes from four contractors contacted using the MRSC Roster. Proceeding with contract, pending Board review and approval. Unit is in stock.

##### CIP Grit Pump Replacement

- Placed order for grit pump on 3/21. The grit pump lead time is 20 weeks.

##### CIP Fine Screen Replacement

- Received two quotes. Met with an engineer from Jacobs on 3/27. Awaiting engineering estimates to proceed. This will need to go out to bid. Lead time on both fine screens is 50+ weeks.

##### CIP Blower Replacement/Aeration

- Met with engineer on 3/27, awaiting engineering estimates to proceed.

##### CIP Asphalt Structure Modifications

- We did have a contractor on site to provide bids for concrete repairs. We have received one bid so far.

## **OPERATIONS MANAGER'S REPORT**

Operation Manager John Tapia reported:

Powell Booster Station Engineering

- 100% Plans completed.
- Should be going out shortly now.

Olney sewer replacement

- Received updates Engineers estimate with manhole changes: \$1,183,592.43.
- HDR is revising and prepping for RFP now.

Madrona Water main relocation

- Preparing maps for the project to go to engineering.

Well Rehabilitation's

- Well 16 Holt Services- \$192,100.00. Started pumping and bailing.
- Well 11 Holt Services- \$221,100.00. Started pumping and bailing.
- Well 18 Holt Services- \$ 214,100.00. Ready to begin.
- Well 14 Holt Services- \$ 179,450.00. sending NTP
- Well 17 Holt Services- \$ 229,100.00. sending NTP

Crew:

1. Well 22 VFD, Taurus is waiting on the filter. It is scheduled to ship April 8th.
2. Inserta valve installed at Grandridge lift station. A flow meter can now be installed.
3. Residential meters for replacements continue.
4. The motor for Salmonberry Booster 1 has been rebuilt by Red's, pump rebuilt by Hurley. Installed and running great.
5. Well 16 rehab: \$192,100.00 bid by Holt Services. Project has begun, 3 weeks is the planned length. I notified the sheriff to let the homeless know they need to be cautious walking through the construction zone.
6. Three spare pumps for sewer stations were ordered- Ridgeline, Villa, and Blueberry.
7. New District truck just arrived yesterday. On call vehicle has been ordered. No exact delivery date yet.
8. Well 20: contracts for land clearing, fence installation and rehabilitation projects have started.
9. Crew had TMG do some training on rebuilding our chlorine regulators.
10. Darryl will be doing his CDL training starting 4/8/24 and ending 5/3/24.
11. Re-quoting generators for Well 22 and Well 1.

Water Production: Through March

- 2023- 113,790,000
- 2024- 125,582,000
- 1.3-million-day avg.
- 40,546,000 in March

Rain Gauge:

- 2023-11.93
- 2024- 19.87
- Difference- 7.94” more than last year

### **FINANCE MANAGER’S REPORT**

Finance Manager Joy Ramsdell reported:

- Billed 39 million gallons of water in March which was an 18% increase from March 2022.
- March Revenues: water was \$396k, up 15%, sewer was \$471k, 8% increase from last year and added 2 ERUs.
- Processed 28 final bills and 145 meter change work orders.
- Implement and train staff on work orders in VUEworks.
- Working on SKWRF annual report.

### **GENERAL MANAGER’S REPORT**

General Manager Randy Screws reported:

- June 19<sup>th</sup> Board Meeting occurs on a Holiday. Request that the meeting be moved to Tuesday June 18<sup>th</sup> at 3:00.
- Provided sheet for Capital Project Status.
- Work on the gravity sewer from the Annapolis lift station to eliminate the overflow connection to the City’s sewer system continues.
- Work continues capital project preparation for RFP’s.
- Work continues on updates to the Powell Booster Pump Station documents with HDR Engineering to begin the process of putting the project out to bid. Revised bid documents and an agreement for services should be provided to the District by the end of the week.

### **COMMISSIONERS’ REPORTS**

Commissioner Hart and Commissioner Way discussed attending the SAC Meeting and Commissioner Hart also attended WASWD and Section 2 meetings. Commissioner Lundberg had nothing to report.

### **EXECUTIVE SESSION**

The Board entered into a 5-minute Executive Session with GM Screws and John Tapia at 1:10 p.m. Executive Session ended at 1:15 p.m. with action taken.

### **ADJOURN**

Commissioner Hart moved to adjourn the meeting at 1:11 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









**WEST SOUND UTILITY DISTRICT  
RESOLUTION 1145-24**

**A RESOLUTION OF THE  
WEST SOUND UTILITY DISTRICT BOARD OF COMMISSIONERS  
WRITTEN FINDING FOR THE  
EMERGENCY CONTRACT AWARD WITH APS, INC.**

**WHEREAS**, at approximately 3:00 am on April 9, 2024, the District's water system experienced a distribution water main break in the area of multi-family buildings 1932, 1934, and 1936 Pioneer Lane SE within the Viewmont East Apartment Complex causing damage to 280' of the main road within the Apartment Complex; and

**WHEREAS**, the single-lane dead-end private road was undermined and a large portion unusable (Exhibit "A" which limited ingress and egress and required immediate repairs to provide access to residents provided onsite medical and emergency services with safe ingress and egress; and

**WHEREAS**, District staff has sought a responsive contractor to perform the emergency asphalt removal, temporary road bedding, and restoration to provide for residents and emergency services safe ingress and egress to buildings within the Apartment Complex; and

**WHEREAS**, Staff were able to secure needed emergency road repair/restoration services from APS, Inc. to perform the necessary work related to the road damages; and

**WHEREAS**, District Policies (*Section 2.9 Purchasing Policies, subsection L. Emergencies*) pursuant to RCW 39.04.280 provides for the General Manager to act in the event of and declare an emergency situation exists, waive competitive bidding requirements, and award all necessary contracts on behalf of the District to address the emergency situation; **NOW, THEREFORE**,

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

**Section 1.** The Board of Commissioners finds that an emergency situation declared by the General Manager for executing a contract with APS, Inc. (Exhibit "B") for road repair/restoration service expenditures at the Viewmont Apartments is warranted. The Board also understands that the General Manager's decision was based on unforeseen circumstances beyond the control of the District which required immediate action to facilitate the proper performance of essential functions for frequent and continual onsite medical and emergency service needs of some residents (Shut-ins, people with physical disabilities, elderly, and the non-ambulatory) as expressed by Management of the Apartment Complex.

**Section 2.** The Board of Commissioners requires at a future date to be provided with a summary of necessary costs related to the road repair/restoration services once all work is completed and costs for such work have been fully identified.

APPROVED and ADOPTED by the Board of Commissioners of West Sound Utility District at a regular Board meeting on April 15, 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





















Exhibit "B"

asphalt • concrete • grinding • trucking  
8812 CANYON ROAD EAST • PUYALLUP, WA 98371

PROPOSAL and CONTRACT

Telephone (253) 535-2590 • Fax (253) 535-2746 • www.asphaltpatchsystems.com

Attention JJ Johnson	Cell Phone 360-874-5007	Email jjohnson@wsud.us
Contracting Party West Sound Utility District	Telephone 360-876-2545	Date 4/9/2024
Address	Job Name Main Break Restoration	
City, State, & Zip	Job Location 1936 Pioneer Ln SE Port Orchard	

We hereby submit specifications and estimates for:

### Asphalt Removal

Provide all necessary traffic control including flaggers as required  
 Break, excavate, and dispose of 22'x280' + 45'x45' Section of Pioneer Ln SE at a depth of up to 5 inches  
 Regrade subgrade using existing material and up to 4 inches of CSBC as required and compact  
 Once graded, allow subgrade to naturally settle for at least two to four weeks

**Remove, Dispose, and Grade \$37,140 plus applicable taxes**

### Asphalt Replacement

Provide all necessary traffic control including flaggers as required  
 After natural settling occurs, re-grade road for paving  
 Pave, compact, and seal edges of 22'x280' + 45'x45' section of the road

**Pave Approx. 6,160 Square Feet at a Depth of 3 Inches \$34,700 plus applicable taxes**  
**Pave Approx. 6,160 Square Feet at a Depth of 5 Inches \$44,400 plus applicable taxes**

Engineering, permitting, layout, and landscape restoration to be completed by others unless otherwise specified. Excluding sales tax.

**NOT AN INVOICE (SEE INVOICE FOR PAYMENT TERMS)**


\*All prices are based on 2" depth, unless otherwise specified.

\*Job to be remeasured upon completion.

\*Prices subject to change upon remeasurement.

The contract price is only good for 30 days and is subject to renegotiation and change if construction does not begin within 30 days of the date of the construction agreement due to delays which are not the fault or responsibility of the contractor.

**ACCEPTANCE OF PROPOSAL:** I have read and understand the Terms and Conditions on the back of this Proposal and Contract, as well as the Notice to Customer. The prices, specifications, terms, and conditions are satisfactory and are hereby accepted. You are authorized to do work as specified.

  
 Kendrick Allan, Asphalt Patch Systems, Inc

  
 Approved Customer Signature

4/10/24  
 Date of Approval

READ NOTICE ON BACK.

## TERMS & CONDITIONS

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**PAYMENT TERMS:** Payment terms are net 30 unless otherwise specified. A monthly finance charge of 1.5% shall be assessed on past due balances.

**DISPUTES AND REMEDIES:** If any dispute arises between the parties, the parties will make a good faith effort to first resolve the dispute without resort to litigation. As a condition precedent to any lawsuit the customer must present any claim in writing to the contractor and provide the contractor a reasonable opportunity to correct or complete the work. If a dispute cannot be resolved between the parties, then either party may file suit in an appropriate court of jurisdiction. If suit is filed in a Superior Court, the dispute will be decided according to the mandatory arbitration rules of the county in which the suit is filed, regardless of the amount in dispute, and each party expressly waives the dollar limits currently in effect according to the mandatory arbitration rules of the county in which suit is filed. The arbitrator shall have authority to determine the amount, validity and enforceability of a lien. The parties each waive their right to file any appeal for trial de novo in Superior Court and agree to accept the arbitrator's award as final and binding. In the event a dispute arises and either party seeks and receives legal counsel for which a fee is charged, the prevailing party should in all cases be awarded his or her reasonable attorneys' fees regardless of whether the dispute is resolved through settlement or arbitration.

**CORRECTION OF WORK:** Upon completion of job, the contractor and customer shall jointly inspect the work and a single list shall be prepared identifying all work to be completed or corrected. There shall be only one such written list of work identified to be incomplete or incorrect, and the list shall be signed by the customer and given to the contractor. The contractor shall then expeditiously complete all work stated on the punch list for which the contractor is responsible under the terms of this agreement. The customer shall not contract with any alternative contractor for the performance or completion of work within the scope of this agreement, nor shall the customer claim a credit or back charge for the cost of completing any item stated on the written punch list, nor shall the customer occupy or use the contractor's work until and unless the contractor shall have first given reasonable notice or opportunity to correct the work stated on the punch list referred to above. If the customer does contract with an alternate contractor to perform the pickup work or otherwise complete the project without first affording the above described opportunity to the contractor to do so, or if the customer commences to use or occupy the space or work in which the contractor performed work, the customer then agrees to accept all work "as is" and thereby waives any claim against the contractor under the terms of this agreement, including warranty claims. Upon the contractor's completion or correction of the work identified on the single written punch list, any retainage or amount withheld from final payment shall be paid within the next three days to the contractor.

**WARRANTY:** The contractor, Asphalt Patch Systems, Inc., warrants that all work will be performed in a commercially expeditious manner and that there will be no defects in workmanship and will be performed to industry standards. Products supplied by suppliers, manufacturers and subcontractors to the project are warranted only to the extent that the suppliers or manufacturers of those products provide a warranty. This warranty is for a period of 15 months from the date of the contract. Asphalt Patch Systems Inc. also warrants that it will perform all necessary labor to repair or replace all defective work at no cost to the customer, and will expeditiously act in good faith to secure replacement product under warranty of others, as stated above. *This warranty excludes all other warranties available under Washington or federal laws, including any expressed or implied warranties of fitness, merchantability or habitability.* It also excludes consequential damages for economic, property or personal injury loss. Asphalt Patch Systems Inc. will not warrant concrete or mortar cracks caused by normal expansion and contraction that does not substantially impair structural element. Any claim or cause of action arising out of the terms of this contract including the warranty must be filed in a court of competent jurisdiction within 4 months following the expiration of the warranty period. Any cause of action based upon a breach of contract or warranty which is not so filed within this period of time shall be waived. Furthermore, any warranty work performed by the contractor does not extend the warranty period any further than what was previously stated in terms of months or years from the date of contract. This warranty is void if a person or company other than the contractor performs or re-performs any work within the scope of the contract. This warranty is nontransferable.

**DISCLAIMERS:** Asphalt Patch Systems Inc. shall not be liable for the testing, handling, or disposal of contaminated or toxic materials unless it is addressed in the specifications. We can only assume that any materials to be hauled off site are clean unless directed otherwise. Asphalt Patch Systems Inc. shall not be liable for damage to any known or unknown underground or above ground facility except that which is directly attributable to negligence on the part of Asphalt Patch Systems Inc. Asphalt Patch Systems, Inc. cannot be responsible for subgrade failures. Soil sterilization, if included in the specifications, will be applied at rates specified by the manufacturer. Asphalt Patch Systems Inc. will not be responsible for any subsequent growth of weeds which have not reached maturity prior to application.

### NOTICE TO CUSTOMER

Asphalt Patch Systems Inc. is registered with the State of Washington, registration number ASPHAPS099BP, as a General Contractor and has posted with the state a bond in the amount of \$12,000.00 for the purpose of satisfying claims against the contractor for negligent or improper work or breach of contract in the conduct of the contractor's business. The expiration date of this contractor's registration is January 17th of each year. You may contact the Washington State Department of Labor and Industries (at 1-800-647-0982) to confirm that your contractor's registration has, in fact, been renewed. **THIS BOND OR DEPOSIT MIGHT NOT BE SUFFICIENT TO COVER A CLAIM THAT MIGHT ARISE FROM THE WORK DONE UNDER YOUR CONTRACT.** This bond is not for your exclusive use because it covers all work performed by this contractor. The bond is intended to pay valid claims up to \$12,000.00 that you and other customers, suppliers, subcontractors, or taxing authorities may have. **FOR GREATER PROTECTION YOU MAY WITHHOLD A PERCENTAGE OF YOUR CONTRACT.** You may withhold a contractually defined percentage of your construction contract as retainage for a stated period of time to provide protection to you and help insure that your project will be completed as required by your contract. **YOUR PROPERTY MAY BE LIENED.** If a supplier of materials used in your construction project or an employee or subcontractor of your contractor or subcontractors is not paid, your property may be liened to force payment and you could pay twice for the same work. **FOR ADDITIONAL PROTECTION, YOU MAY REQUEST THE CONTRACTOR TO PROVIDE YOU WITH ORIGINAL "LIEN RELEASE" DOCUMENTS FROM EACH SUPPLIER OR SUBCONTRACTOR ON YOUR PROJECT.** The contractor is required to provide you with further information about lien release documents if you request it. General information is also available from the state Department of Labor and Industries.



**WEST SOUND UTILITY DISTRICT  
RESOLUTION 1146-24**

**A RESOLUTION OF THE  
WEST SOUND UTILITY DISTRICT BOARD OF COMMISSIONERS  
CONFIRMING A CHANGE OF POSITION  
FOR NICOLAS MORRIS**

**WHEREAS**, Nicolas Morris was hired by West Sound Utility District on March 1, 2016; and currently serves as a Water/Sewer Operation Utility Specialist II; and

**WHEREAS**, a positive performance evaluation of Mr. Morris was recently conducted by his Department Manager, Utility Foreman and reviewed by the General Manager; and

**WHEREAS**, Mr. Morris is currently eligible to receive a change of position commensurate with the service level that Mr. Morris is providing to the District which includes his fulfilling the job requirements of a Utility Specialist III and such change of position and wage increase is recommended by the Operations Manager and Utility Foreman; and

**WHEREAS**, the General Manager recommends such change of position and wage increase be confirmed by the Board of Commissioners; **NOW, THEREFORE,**

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

**Section 1.** Effective April 1, 2024, Mr. Nicolas Morris's salary shall be increased from Pay Grade 13, Step 5 (\$6,780.25) per month to Utility Specialist III, Pay Grade 15, Step 4 (\$7,119.27) per month.

**APPROVED and ADOPTED by the Board of Commissioners of West Sound Utility District** at a regularly scheduled meeting on April 15, 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