HARTSTENE POINTE WATER-SEWER DISTRICT REGULAR MEETING DISTRICT OFFICE 119 E LIBERTY RD SHELTON WA 98584 July 18, 2024 1:00 P.M.

AGENDA

- 1. Call to Order
- 2. Roll Call
- 3. Subscriber Remarks
- 4. Correspondence
- 5. Present Agenda
- 6. Minutes of the July 11, 2024 Special Meeting (2-4)

REPORTS:

- 7. Commissioner Reports
- 8. Financial/Administrative Report:
 - Bills to Be Authorized:
 - o Voucher 2024-29
- 9. General Manager's Report

BUSINESS:

- 10. Adopt Resolution 2024-03, Passing the Supplemental 2024 Budget (5-20)
- 11. Approve Well #2 Project Contract

(21-25)

- 12. Approve & Sign General Manager Contract
- 13. Prepare for July 27, 2024 Special Meeting
- 14. Accept Resignation
- 15. Accept Nomination(s) for Vacant Commissioner Position #2

OLD BUSINESS

HARTSTENE POINTE WATER-SEWER DISTRICT REGULAR MEETING of the BOARD OF COMMISSIONERS July 11, 2024 DISTRICT OFFICE 119 E LIBERTY RD SHELTON WA 98584

PRESENT: President E. J. Anderson, Secretary S. Swart, Audit Commissioner Carl Anderson, General Manager (GM) J. Palmer, Project & Accounts Manager (PM) J. Sartori

MINUTES

CALL TO ORDER: The meeting was called to order at 1:00 pm

SUBSCRIBER REMARKS: No subscribers present

CORRESPONDENCE:

- Commissioner C. Anderson request regarding Ecology funding
- Commissioner Swart received correspondence from a resident who appreciates the "vibrant, hard-working" operators
- Commissioner Swart received correspondence from a resident inquiring about the number of lots with unpaid connections

PRESENT AGENDA: Commissioner Swart moved to adopt the agenda. Commissioner C. Anderson seconded. Commissioner Swart asked to move item 14 to the end of business. GM requested to add "Century West Engineering Agreement & Authorization to the beginning of business. Hearing 3 aye votes and 0 nay votes, the agenda was adopted as amended.

MINUTES:

The minutes of the June 6, 2024 regular meeting were presented. Commissioner Swart moved to approve the minutes. Commissioner E.J. Anderson seconded. Hearing 3 aye votes and 0 nay votes, the minutes were approved.

REPORTS:

Commissioner Reports:

- Commissioner Swart attended a WASWD webinar about RCW 57 and highlighted the importance of using District email address for all district-related correspondence and to avoid involving a personal email address
- Commissioner Swart conveyed that bonds can be a mechanism for funding

Financial/Administrative Report:

- Bills to Be Authorized:
 - Voucher 2024-28 in the amount of \$12,856.60 was presented. Commissioner Swart moved to approve voucher 2024-28 in the amount of \$12,856.60. Commissioner C. Anderson seconded. Hearing 3 aye votes and 0 nay votes, the voucher was approved.
- Bills to Be Reviewed:
 - o PM presented Voucher 2024-27 for review
- Monthly Financial Report: PM presented the financial report for May 2024 and pointed out corrections that needed to be made
- Monthly Billing Report: PM presented the billing report for July 2024

General Manager's Report: GM presented his report on the current state of the District

BUSINESS:

Century West Engineering Agreement & Authorization: Commissioners and GM discussed

Approve Tree Service Expenses: Commissioner C. Anderson moved to approve expenses per the estimate presented. Commissioner Swart seconded. Hearing 3 aye votes and 0 nay votes, the expenses are approved.

Adopt Resolution 2024-02, "Approving Amendments to the WSRMP Interlocal Government Agreement": Commissioner Swart moved to adopt Resolution 2024-02, approving the amended agreement. Commissioner E.J. Anderson seconded. Hearing 3 aye votes and 0 nay votes, the motion passes and resolution is adopted.

Update & Discussion Regarding Ecology Loan: GM provided shared new information since the last public hearing as determined and provided by Ecology regarding the loan.

Policy on Staff Safety Violations: Commissioner Swart proposed a possible policy to enforce staff adherence to safety procedures. Commissioners directed GM to present a proposal at the next regular meeting.

Accept Resignation of Commissioner Position #2: Commissioners tabled.

Nominate Potential Candidate(s) to Fill Vacant Commissioner Position #2: Commissioners tabled.

Review Timeline for Appointing a Commissioner: Commissioners reviewed new procedures for appointing a commissioner

General Manager Evaluation: At 3:20 pm, Commissioner E.J. Anderson called for a thirty-minute executive session per RCW 42.30.110(g) for the purpose of reviewing and finalizing the annual GM Personnel Performance Evaluation. The meeting will resume at 3:50 pm.

The meeting resumed at 3:50 pm.

At 3:50 pm, Commissioner E.J. Anderson called for a thirty-minute executive session for the purpose of continuing discussing the personnel. The meeting will resume at 4:20 pm.

The meeting resumed at 4:20 pm.

The GM returned to the meeting and commissioners reviewed his Performance Evaluation.

OLD BUSINESS:

Reservoir Repairs: The Reservoir Repair Project identified needed repairs to the District's reservoir and the project will be sent out for bid by the GM.

Commissioner C. Anderson moved to adjourn the meeting. Commissioner E. J. Anderson seconded. Hearing 3 aye votes and 0 nay votes, the meeting adjourned at 4:40 pm.

Respectfully Submitted By:	
	Stacy Swart, Secretary, Commissioner #3
Signature	Name and Title
Approved at the Regular Meeting of the Board on:	7-11-2024

HARTSTENE POINTE WATER-SEWER DISTRICT MASON COUNTY, WASHINGTON

RESOLUTION 2024-03

A RESOLUTION OF THE HARTSTENE POINTE WATER-SEWER DISTRICT COMMISSIONERS ADOPTING THE SUPPLEMENTAL 2024 BUDGET

WHEREAS, Hartstene Pointe Water-Sewer District is a special purpose district, governed by Title 57 of the Revised Code of Washington; and

WHEREAS, the District Commissioners held public hearings and, following a public comment period, passed the 2024 Final Budget on November 16, 2023; and

WHEREAS, omission of Wastewater Improvement Rehabilitation Project loan revenues and capital expenditures was since discovered; and

WHEREAS, District Commissioners wish to report budgets and District finances as accurately as possible, in order to be transparent and better plan for future budget cycles; now

THEREFORE, The Board of Commissioners of the Hartstene Pointe Water-Sewer District hereby resolves:

1. To repeal Resolution 2023-04, "Adopting the 2024 Budget."

and

2. To adopt the enclosed Supplemental Budget for the period of January 1, 2024 through December 31, 2024 for the Hartstene Pointe Water-Sewer District.

ADOPTED by the District Board of Commissioners at its regular scheduled meeting on this 18^{th} day of July, 2024.

Hartstene Pointe Water-Sewer District Mason County, Washington		
Earl Jim Anderson, President	Stacy Swart, Secretary	
Andrew Hospador, Audit Commissioner		

2024 Supplemental Final Budget Budget Overview

Hartstene Pointe Water-Sewer District 2024 Supplemental Final Budget Overview

	20 Act
Beginning Unreserved Funds Balance	44
Revenues	94
<u>Expenditures</u>	86
Net Income (Loss)	7
Ending Unreserved Funds Balance	55

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				Bud	get		Projec	tions						
2021 Actual	202 I Acti		2023 Projected	2023	2024	2025	2026	2027	2028					
443,0)94 55	3,936	650,259	553,936	666,923	672,907	755,527	988,890	1,227,997					
945,1	197 99	9,262	1,087,245	1,040,431	2,435,975	1,174,484	1,211,415	1,250,163	1,289,645					
869,6	502 89	8,926	1,065,461	959,028	2,427,555	1,089,307	975,496	1,008,371	1,004,915					
75,5	595 10	0,337	21,784	81,402	8,420	85,177	235,919	241,792	284,730					
553,9	936 65	0,259	666,923	780,819	672,907	755,527	988,890	1,227,997	1,509,908					

2024 Supplemental Final Budget Begin Funds

Harstene Pointe Water-Sewer District

Beginning Fund Balances

	History			Buc	lget	Diffe	rence		Project	tions	
	2021 Actual	2022 Actual	2023 Actual	2023	2024	\$ Change	% Change	2025	2026	2027	2028
Beginning Fund Balances											
Reserve Funds											
030 - Ecology Loan Reserve	40,511	40,553	41,065	40,989	42,664	1,599	3.90%	42,664	42,664	42,664	42,664
050 - DWSRF Loan Reserve	20,431	20,377	20,499	20,551	21,700	1,201	5.84%	21,700	21,700	21,700	21,700
070 - USDA Revenue Bond Reserve	33,787	37,758	42,201	42,225	44,520	2,319	5.49%	46,956	49,512	52,069	54,754
Unreserved Funds											
010 - Operating Fund (incl. revolving funds)	117,711	226,544	253,345	313,180	227,077	(26,268)	-8.39%	166,553	194,394	372,977	557,305
020 - Committed Funds											
Asset Replacement Fund	48,540	18,344	27,344	27,344	36,344	9,000	32.91%	45,344	54,344	63,344	72,344
Capital Improvement Fund											
Inflow & Infiltration	80,617	75,854	103,209	104,578	93,542	(9,667)	-9.24%	125,271	145,271	165,271	185,271
Reservoir Repair	56,715	83,368	96,694	96,694	110,021	13,326	13.78%	123,347	136,674	150,000	163,326
Other	0	0	0	0	0	0	0.00%	0	0	0	0
Risk Management Fund	139,511	149,826	169,666	161,540	199,939	30,272	18.74%	212,392	224,845	237,298	249,751
Total 020 - Committed Funds	325,383	327,392	396,914	390,157	439,846	42,932	11.00%	506,354	561,133	615,913	670,692
065 - Capital Projects Account	0	0	0	0	0	0	0.00%	0	0	0	0
Total Beginning Unreserved Fund Balances	443,094	553,936	650,259	703,337	666,923	16,664	2.37%	672,907	755,527	988,890	1,227,997

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2024 Supplemental Final Budget Ending Funds

Hartstene Pointe Water-Sewer District Ending Fund Balances

	History			Bud	Budget		Difference		Projections				
	2021 2022 2023 Actual Actual <i>Projected</i>		2023	2024	\$ Change	% Change	2025	2026	2027	2028			
Ending Fund Balances													
Reserve Funds													
030 - Ecology Loan Reserve	40,553	41,065	42,664	40,989	42,664	1,675	4.09%	42,664	42,664	42,664	42,664		
050 - DWSRF Loan Reserve	20,377	20,499	21,700	20,551	21,700	1,149	5.59%	21,700	21,700	21,700	21,700		
070 - USDA Revenue Bond Reserve	37,758	42,201	44,520	46,158	46,956	798	1.73%	49,512	52,069	54,754	57,573		
Unreserved Funds													
010 - Operating Fund (incl. revolving funds)	226,544	253,345	227,077	324,762	166,553	(158,209)	-48.72%	194,394	372,977	557,305	784,436		
020 - Committed Funds						·							
Asset Replacement Fund	18,344	27,344	36,344	36,344	45,344	9,000	24.76%	54,344	63,344	72,344	81,344		
Capital Improvement Fund													
Inflow & Infiltration	75,854	103,209	93,542	135,699	125,271	(10,428)	-7.68%	145,271	165,271	185,271	205,271		
Reservoir Repair	83,368	96,694	110,021	110,021	123,347	13,326		136,674	150,000	163,326	176,653		
Other	0	0	0	0	0	0	0.00%	0	0	0	0		
Risk Management Fund	149,826	169,666	199,939	173,993	212,392	38,399	22.07%	224,845	237,298	249,751	262,204		
Total 020 - Committed Funds	327,392	396,914	439,846	456,057	506,354	50,297	11.03%	561,133	615,913	670,692	725,472		
065 - Capital Projects Account	0	0	0	0	0	0	0.00%	0	0	0	0		
Total Ending Unreserved Fund Balances	553,936	650,259	666,923	780,819	672,907	(107,912)	-13.82%	755,527	988,890	1,227,997	1,509,908		
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2024 Supplemental Final Budget Revenues

Hartstene Pointe Water-Sewer District

Revenues

		History					Budget Differen			e Projections			
		2021 2022 2023 2023					4						
		Actual	Actual	Jan - Sept	Projected	2023	2024	\$ Change	% Change	2025	2026	2027	2028
1 Ra													
2	Residential Water (Monthly)	81.40	80.60	93.80	93.80	93.80	44.21	(49.59)	-52.87%	48.00	49.40	50.90	52.40
3	Residential Sewer (Monthly)	75.25	87.00	85.50	85.50	85.50	145.69	60.19	70.40%	158.10	162.80	167.70	172.70
4	Total Residential Monthly Charge	156.65	167.60	179.30	179.30	179.30	189.90	10.60	5.91%	206.10	212.20	218.60	225.10
5	Prepaid Connection - Water (Monthly)	69.00	34.50	39.00	34.50	39.00	18.34	(20.66)	-52.99%	19.90	20.50	21.10	21.70
6	Prepaid Connection - Sewer (Monthly)	61.50	35.30	35.60	35.30	35.60	60.66	25.06	70.41%	65.80	67.80	69.80	71.90
7	Total Prepaid Connection Monthly Charge	65.25	69.80	74.60	69.80	74.60	79.00	4.40	5.90%	85.70	88.30	90.90	93.60
8	Water - Metered Charges	3,524	6,124	8,899	11,499	8,899	11,729	2,830	31.80%	12,726	13,108	13,501	13,906
9	Water Connection & Capital Facilities Charge	3,670	3,670	3,450	3,090	3,450	4,435	985	28.55%	4,435	4,435	4,435	4,435
10	Sewer Connection & Capital Facilities Charge	4,130	4,130	4,350	4,210	4,350	5,565	1,215	27.93%	5,565	5,565	5,565	5,565
11	Total Connection & Capital Facilities Charge	7,800	7,800	7,800	7,800	7,800	10,000	2,200	28.21%	10,000	10,000	10,000	10,000
12 C d	onnections												
13	# of Residential Connections	440	440	458	458	458	458	0	0.00%	459	460	461	462
14	# of Prepaid Connections	22	22	18	18	20	20	0	0.00%	18	18	18	18
15	# of New Connections (not Prepaid)	2	4	3	3	2	3	1	50.00%	1	1	1	1
16 R e	evenues												
17	Total Water Revenues	454,062	455,260	399,792	535,226	533,784	259,106	(274,678)	-51.46%	268,682	277,116	286,136	295,193
18	Total Sewer Revenues	412,689	482,569	358,676	478,283	478,452	815,279	336,827	70.40%	885,028	913,301	942,793	972,979
19	Total Penalties & Fees	2,751	7,892	4,638	6,184	8,860	6,555	(2,305)	-26.01%	7,039	7,263	7,498	7,738
20	Capital Facilities Charges & Connection Fees	58,400	43,800	21,900	21,900	15,600	30,000	14,400	92.31%	10,000	10,000	10,000	10,000
21	Interest Income	506	7,306	22,235	33,352	3,735	3,735	0	0.00%	3,735	3,735	3,735	3,735
22	WA State Ecology Water Quality Fin. Assistance Loan						1,321,300						
23	Miscellaneous Revenues	16,788	2,436	12,300	12,300	0	0	0	0.00%	0	0	0	0
	ľ												
To	tal Revenues	\$945,197	\$999,262	\$819,541	\$1,087,245	\$1,040,431	\$2,435,975	\$74,244	7.14%	\$1,174,484	\$1,211,415	\$1,250,163	\$1,289,645

% Water Revenue: 52.73% 24.12% % Wastewater Revenue: 47.27% 75.88%

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2024 Supplemental Final Budget Expenditures

Hartstene Pointe Water-Sewer District

Expenditures

1 Operations
2 <u>Staff</u>
3 <u>Water</u>
4 <u>Wastewater Treatment/Sewer</u>
5 <u>Combined W/S, Administrative</u>
6 Total Operations
7 <u>Capital Improvements</u>
8 <u>Loan Payments</u>
9 Total Expenditures

	His	tory		Bud	lget	Differe	ence		Proje	ctions	
2021	2022	2023	2023			%					
Actual	Actual	Jan-Aug	Projected	2023	2024	\$ Change	Change	2025	2026	2027	2028
348,557	346,727	263,376	393,589	390,090	440,052	49,962	12.81%	459,859	480,851	503,101	526,686
62,737	66,822	51,715	64,342	73,869	78,457	4,588	6.21%	76,785	79,473	82,254	85,133
70,023	125,350	189,824	218,146	123,758	90,668	(33,090)	-26.74%	93,842	97,126	100,526	104,044
108,854	133,848	57,897	124,335	142,186	143,160	974	0.68%	138,888	144,098	149,527	155,185
590,172	672,747	562,813	800,413	729,903	752,337	22,434	3.07%	769,374	801,548	835,407	871,048
119,572	68,185	108,146	108,146	72,222	1,519,300	1,447,078	2003.65%	165,000	20,000	20,000	20,000
159,858	157,888	156,903	156,903	156,903	155,918	(985)	-0.63%	154,933	153,948	152,963	113,867
\$869,602	\$898,926	\$827,861	\$1,065,461	\$959,028	\$2,427,555	\$1,468,527	153.13%	\$1,089,307	\$975,496	\$1,008,371	\$1,004,915

Total Water Expenditures: 388,314

Total Wastewater Expenditures: 1,635,828

Total Combined W/S, Administrative Expenditures: 403,414

% Water: 24.31%

% Wastewater: 75.69%

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2024 Supplemental Final Budget Water Ops

Hartstene Pointe Water-Sewer District Water Operations Costs

1	Water Operations Expenditures
2	534.30 · Supplies - Water
3	31 1010 · Supplies - Water
4	35 1010 · Tools/Equip - Water
5	31 1010 · Supplies - Water - Other
6	Supplies - Water
7	Chemicals - Water
8	Total 534.30 · Supplies - Water
9	534.40 · Services - Water
10	Intergov Fees
11	53 1010 · Excise Tax - Water
12	53 1020 · Permit Fees - Water
13	534.50 · Intergov - Water - Other
14	Total Intergov Fees
15	Other Services
16	Lab Testing - Water
17	Repair & Maintenance - Water
18	SCADA System - Water
19	Other
20	Total 48 1030 Repair & Maintenance - Water
21	47 1010 · Electric - Water
22	Total 534.40 · Services - Water

Total Water Operations Expenditures

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	water Operations Costs												
	ctions	Projec		ence	Differ	dget	Bud		story	His			
2020	2027	2026	2025	% Change	ć Change	2024	2022	2023	2023	2022	2021		
2028	2027	2026	2025	% Change	\$ Change	2024	2023	Projected	Jan - Sept	Actual	Actual		
								3,332	2,499	3,323	2,381		
								1,578	1,184	3,114	6,254		
9,180	8,870	8,570	8,280	0.00%	0	8,000	8,000	4,910	3,683	6,436	8,636		
9,180	8,870	8,570	8,280	0.00%	0	8,000	8,000	5,618	4,214	4,935	4,199		
18,360	17,739	17,140	16,560	0.00%	0	16,000	16,000	10,528	7,896	11,371	12,834		
10,300	17,739	17,140	10,500	0.00 /6	١	10,000	10,000	10,526	7,090	11,371	12,034		
31,752	30,679	29,641	28,639	15.17%	3,645	27,670	24,025	26,353	19,765	22,966	22,552		
923	892	862	832	0.04%	0	804	804	766	766	766	776		
0	0	0	0	#DIV/0!	0	0	0	0	0	0	306		
32,675	31,570	30,503	29,471	14.68%	3,645	28,475	24,830	27,119	20.531	23,732	23,634		
0	0	0	0	-10.28%	(203)	1,768	1,971	1,684	1,684	1,878	1,602		
1,721	1,663	1,607	1,553	0.00%	0	1,500	1,500	1,456	1,092	1,365	1,876		
,	,	•	,			ŕ	,	,	,	,	•		
2,869	2,772	2,678	2,588	0.00%	0	2,500	2,500	0	0	530	388		
17,714	17,115	16,537	15,977	0.00%	0	15,437	15,437	11,386	11,386	17,054	11,719		
17,714	17,115	16,537	15,977	0.00%	0	17,937	17,937	11,386	11,386	17,584	12,106		
14,662	14,166	13,687	13,224	9.85%	1,146	12,777	11,631	12,169	9,126	10,892	10,686		
66,773	64,515	62,333	60,225	7.93%	4,588	62,457	57,869	53,814	43,819	55,451	49,903		
\$85,133	\$82,254	\$79,473	\$76,785	6.21%	4,588	\$78,457	\$73,869	\$64,342	\$51,715	\$66,822	\$62,737		

2024 Supplemental Final Budget WWT Ops

Hartstene Pointe Water-Sewer District Wastewater Treatment Operations Costs

1 Wa 2 3 4 5 6 7	astewater Treatment Operations Expenditures 535.30 · Supplies - WW Treatment 31 3010 · Supplies - WW Treatment 31 3010 · Supplies - WW Treatment 35 3010 · Tools/Equip - WW Treatment 31 3010 · Supplies - WW Treatment 31 3011 · Chemicals - WW Treatment	2021 Actual 1,980 1,259 3,239	2022 Actual 1,741 6,519	2023 Jan - Sept 1,065	2023 Projected	2023	2024	\$ Change	% Change	2025	2026	2027	2028
2 3 4 5	535.30 · Supplies - WW Treatment 31 3010 · Supplies - WW Treatment 31 3010 · Supplies - WW Treatment 35 3010 · Tools/Equip - WW Treatment 31 3010 · Supplies - WW Treatment	1,980 1,259	1,741	•	Projected	2023	2024	\$ Change	% Change	2025	2026	2027	2028
2 3 4 5	535.30 · Supplies - WW Treatment 31 3010 · Supplies - WW Treatment 31 3010 · Supplies - WW Treatment 35 3010 · Tools/Equip - WW Treatment 31 3010 · Supplies - WW Treatment	1,259	,	1,065									
3 4 5 6	31 3010 · Supplies - WW Treatment 31 3010 · Supplies - WW Treatment 35 3010 · Tools/Equip - WW Treatment 31 3010 · Supplies - WW Treatment	1,259	,	1,065									
4 5 6	31 3010 · Supplies - WW Treatment 35 3010 · Tools/Equip - WW Treatment 31 3010 · Supplies - WW Treatment	1,259	,	1,065									
5	35 3010 · Tools/Equip - WW Treatment 31 3010 · Supplies - WW Treatment	1,259	,	1,065									
6	31 3010 · Supplies - WW Treatment	,	6.519		1,420								
-	• •	3,239	0,010	0	0								
7	31 3011 · Chemicals - WW Treatment	•	8,261	1,065	1,420	10,000	10,000	0	0.00%	10,350	10,712	11,087	11,475
		3,077	1,993	1,299	1,732	3,000	3,000	0	0.00%	3,105	3,214	3,326	3,443
8	Total 535.30 · Supplies - WW Treatment	6,316	10,253	2,364	3,152	13,000	13,000	0	0.00%	13,455	13,926	14,413	14,918
9	535.40 · Services - WW Treatment	0,510	10,233	2,304	3,131	15,000	13,000	·	0.00%	10,455	13,520	1-1,-120	14,510
10	Attorney Fees - Wastewater	0	0	38,950	38,950	0	0	0	#DIV/0!	0	0	0	0
11	Intergov - WW Treatment (previously 535.5)			,	55,555		_						
12	B&O/Excise Tax												
13	B&O Tax - Wastewater Treatment	5,980	6,315	5,120	6,826								
14	53 2010 · Excise Tax - Sewer	379	2,162	714	952								
15	Total B&O/Excise Tax	6,359	8,477	5,834	7,779	8,753	8,168	(585)	-6.69%	8,454	8,750	9,056	9,373
16	53 3020 · Permit Fees - WW Treatment	2,625	2,693	2,837	2,982	2,828	3,131	303	10.71%	3,240	3,354	3,471	3,593
17	Total Intergov - WW Treatment	8,984	11,170	8,671	10,761	11,581	11,299	(282)	-2.44%	11,694	12,103	12,527	12,965
18	41 3040 · WWT Operations - Contracted	0	38,300	32,300	43,067	35,000	0	(35,000)	0.00%	0	0	0	0
19	41 3041 · Non-Routine WWT Operations - Contracted	0	0	0	0	0	0	0	0.00%	0	0	0	0
20	41 3050 · Lab Testing - WW Treatment	7,964	12,452	14,504	19,338	11,647	15,000	3,353	28.79%	15,525	16,068	16,631	17,213
21	WW Treatment Maint. and Repair												
22	48 3010 · Biosolids Disposal	5,945	10,872	22,458	28,245	17,834	17,834	0	0.00%	18,458	19,104	19,773	20,465
23	48 3020 · SCADA - WW Treatment	388	1,250	5,080	5,080	3,000	3,000	0	0.00%	3,105	3,214	3,326	3,443
24	Other	21,709	2,572	2,339	2,339	7,500	7,500	0	0.00%	7,763	8,034	8,315	8,606
25	Sewer Collection System	3,315	21,374	50,991	50,991	6,000	6,000	0	0.00%	6,210	6,427	6,652	6,885
26	Total WW Treatment Maint. and Repair	31,357	36,068	80,867	86,655	34,334	34,334	0	0.00%	35,536	36,779	38,067	39,399
27	47 3010 · Electric - WW Treatment	15,403	17,107	12,168	16,225	18,196	17,036	(1,160)	-6.38%	17,632	18,249	18,888	19,549
28	Total 535.40 · Services - WW Treatment	63,707	115,097	187,460	214,994	110,758	77,668	(33,090)	-29.88%	80,387	83,200	86,112	89,126
29	Total WWT Operations Expenditures	\$70,023	\$125,350	\$189,824	\$218.146	\$123,758	\$90,668	(33,090)	-26.74%	\$93,842	\$97.126	\$100,526	\$104.044

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2024 Supplemental Final Budget Combined Ops

Hartstene Pointe Water-Sewer District Combined Water/Sewer, Administrative Operations Costs

			Hist	ory		Bud	get	Differ	ence		Project	ions	
		2021	2022	2023	2023								
	ŀ	Actual	Actual	Jan - Sept	Projected	2023	2024	\$ Change	% Change	2025	2026	2027	2028
1	Combined W/S, Administrative Operations Expenditures												
2	538.30 · Supplies - Combined W/S												
3	Tools/Equip/Supplies	3,884	6,581	6,369	8,492	5,000	12,737	7,737	154.75%	13,183	13,645	14,122	14,616
4	Office Supplies	1,870	4,566	1,573	2,098	4,000	4,000	0	0.00%	4,140	4,285	4,435	4,590
5	Total 538.30 · Supplies - Combined W/S	5,753	11,147	7,942	10,589	9,000	16,737	7,737	85.97%	17,323	17,929	18,557	19,206
6	538.40 · Services - Combined W/S												
7	Bank Fees	0	0	38	75		150	150	#DIV/0!	158	165	174	182
8	Attorney Fees	4,190	0	143	143	4,500	4,500	0	0.00%	2,500	2,500	2,500	2,500
9	Accounting Consulting	0	920	1,214	1,214	966	1,335	369	38.21%	1,382	1,430	1,480	1,532
10	Payroll Services	1,937	2,322	1,831	2,441	2,405	2,563	158	6.59%	2,653	2,746	2,842	2,942
11	Intergov (previously 538.50)							_					
12	B&O Tax - Fees/Penalties	30	134	70	70	121	73	(48)	-39.55%	76	78	81	84
13	Other	73	0	23	23	210	210	0	0.00%	217	225	233	241
14	State Audit	4,117	3,553	0	8,000	8,000	750	(7,250)	-90.63%	6,250	0	6,500	0
15	County Election Costs	0	307	0	300	300	300	0	0.00%	311	321	333	344
16	Total Intergov	4,221	3,994	93	8,393	8,631	1,333	(7,298)	-84.55%	1,380	1,428	1,478	1,530
17	Lockbox	1,076	916	643	858	1,117	901	(216)	-19.37%	932	965	999	1,033
18	Online Payment System	2,761	3,067	2,603	3,471	3,524	3,644	120	3.41%	3,772	3,904	4,041	4,182
19	Cleaning Services	0	1,867	2,650	3,533	3,960	3,960	0	0.00%	3,960	3,960	3,960	3,960
20	IT/Software Applications	4,468	6,790	6,967	6,967	10,000	10,000	0	0.00%	10,500	11,025	11,576	12,155
21	Rent	6,000	11,000	9,000	12,000	12,300	12,300	0	0.00%	12,731	13,176	13,637	14,115
22	Merchant Service Fees	3,931	4,236	3,464	4,618	4,884	4,849	(35)	-0.71%	4,946	5,045	5,146	5,249
23	Postage	2,744	3,325	2,520	3,360	3,096	3,528	432	13.94%	3,598	3,670	3,743	3,818
24	Telephone/Internet	8,401	8,832	7,579	10,106	9,476	10,611	1,135	11.98%	10,823	11,040	11,261	11,486
25	Legal Notices & Publications	272	0	3,865	3,865	225	3,000	2,775	1233.33%	3,105	3,214	3,326	3,443
26	Liability Insurance	43,455	40,610	138	42,455	42,317	42,455	138	0.33%	44,578	46,807	49,147	51,604
27	Professional Dues	1,587	1,884	647	1,747	1,988	1,988	0	0.00%	2,058	2,130	2,204	2,281
28	Printing	2,186	10,953	1,829	2,195	4,052	2,305	(1,747)	-43.12%	2,420	2,541	2,668	2,802
29	Other Miscellaneous Services	0	9,134	10	10	2,000	2,000	0	0.00%	2,070	2,142	2,217	2,295
30	Travel/Mileage/Training and Education	15,871	12,851	4,721	6,295	17,745	15,000	(2,745)	-15.47%	8,000	8,280	8,570	8,870
31	Total 538.40 · Services - Combined W/S	103,101	122,700	49,955	113,745	133,186	126,423	(6,763)	-5.08%	121,565	126,168	130,970	135,979
	Total Combined W/S, Administrative Operations	108,854	133,848	57,897	124,335	142,186	143,160	974	0.68%	138,888	144,098	149,527	155,185

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2024 Supplemental Final Budget Staff

Hartstene Pointe Water-Sewer District Staff Costs

	History			Bud	get		Project	ions		
	2021 Actual	2022 Actual	2023 Jan - Aug	2023 Projected	2023	2024	2025	2026	2027	2028
1 Wester Distribution Management O. F. FTF	Actual	Actual	Juli - Aug	Projected	2023	2024	2025	2020	2027	2028
1 Water Distribution Manager II - 0.5 FTE	24.522	C4 C00	42.022	C4 225	71 210	71 210	74 700	70 510	02.445	06.567
2 Employee Wages	24,532	64,609	42,823	64,235	71,219	71,219	74,780	78,519	82,445	86,567
3 Benefits & Payroll Tax	9,860	22,113	13,854	20,781	22,055	22,831	23,972	25,171	26,430	27,751
4 Total WDM II Compensation	34,392	86,722	56,677	85,015	93,274	94,050	98,753	103,690	108,875	114,318
5 <u>WW Treatment Plant Operator II - 1.0 FTE</u>										
6 Employee Wages	30,234	0	0	0	0	63,648	63,648	63,648	63,648	63,648
7 Benefits & Payroll Tax	9,055	0	0	0	0	22,100	22,100	22,100	22,100	22,100
8 Total WWTPO II Compensation	39,288	0	o	0	0	85,748	85,748	85,748	85,748	85,748
8 General Manager - 1.0 FTE										
9 Employee Salary	87,437	86,353	67,190	99,310	96,396	103,105	110,323	118,045	126,308	135,150
10 Benefits & Payroll Tax	24,470	30,958	22,390	33,586	32,471	35,932	38,447	41,139	44,018	47,100
11 Total GM Compensation	111,907	117,310	89,580	132,895	128,868	139,037	148,770	159,184	170,327	182,249
12 Project/Account Manager - 1.0 FTE										
13 Employee Wages	61,739	86,303	49,199	73,799	83,427	83,427	87,598	91,978	96,577	101,406
14 Benefits & Payroll Tax	20,433	21,575	15,055	22,582	10,963	24,009	25,209	26,470	27,793	29,183
15 Total PM Compensation	82,172	107,878	64,254	96,381	94,389	107,436	112,807	118,448	124,370	130,589
16 Apprentice/Trainee										
17 Employee Salary	45,265	14,990	31,838	47,757	52,000	0	0	0	0	0
18 Benefits & Payroll Tax	22,448	6,123	12,160	18,239	7,930	0	0	0	0	0
19 Total A/T Compensation	67,713	21,113	43,998	65,997	59,930	0	0	0	0	0
20 Commissioners										
21 Commissioner 1										
22 Per Diem	4,224	3,840	2,496	3,744	3,871	3,931	3,931	3,931	3,931	3,931
23 Payroll Tax	323	284	250	375	296	301	301	301	301	301
24 Commissioner 2										ı

2024 Supplemental Final Budget Staff

Hartstene Pointe Water-Sewer District Staff Costs

25	Per Diem
26	Payroll Tax
27	Commissioner 3
28	Per Diem
29	Payroll Tax

30 Total Commissioner Compensation

Total Staff Costs

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	Hist	ory		Bud	get	Projections				
2021 Actual	2022 Actual	2023 Jan - Aug	2023 Projected	2023	2024	2025	2026	2027	2028	
3,520	3,328	2,368	3,552	3,387	3,730	3,730	3,730	3,730	3,730	
269	245	206	308	259	285	285	285	285	285	
4,416	5,568	3,264	4,896	5,403	5,141	5,141	5,141	5,141	5,141	
333	421	284	426	413	393	393	393	393	393	
13,085	13,686	8,867	13,301	13,629	13,781	13,781	13,781	13,781	13,781	
\$348,557	\$346,727	\$263,376	\$393,589	\$390,090	\$440,052	\$459,859	\$480,851	\$503,101	\$526,686	

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		District												
	Capital Improvement Plan													
				His	story		Bud	Budgets Projections						
		Total Project Costs	2021 Actual	2022 Actual	2023 Jan - Sept	2023 Projected	2023 Budget	2024 Budget	2025	2026	2027	2028	2029	2030 - 2045
1	Water													
2	Update Water System Plan	80,000					-	-						
3	Test Pump Well #3		3,320				-	-						
4	Install Generator Well 4	20,508	1,890				-	-						
5	Well 2 Rehabilitation	30,000					-	30,000						
6	Well 3 Connect	130,000					-	-	130,000					
7	Upgrade Water SCADA						10,000	50,000						
8	New Radio Read Water Meters	150,000	54,820	22,394			-	-						
9	Capacity Assessment	10,000		_			-	10,000						
10	Reservoir Cleaning	8,000					-	8,000						
11	Total Water Capital Improvements	450,763	60,030	22,394	0	0	10,000	98,000	130,000	0	0	0	0	0
12	Wastewater Treatment/Sewer													
13	Update Sewer System Plan (Moneys from 2021)	80,000	9,086	35,571		0		_						
14	WWT Pumps - Rehab and Replace	35,038	3,000	33,371	35,038	35,038	_	80,000						
15	Laboratory Equipment Upgrade	33,030			7,202	7,202		-						
16	Wastewater Infrastructure Rehabilitation Project				1,333	1,333		1,321,300	15,000					
17	Upgrade WW SCADA	0	19,228		_,	_,	_	_,==,==,===						
18	I&I Lateral Replacements	600,000					_	20,000	20,000	20,000	20,000	20,000	20,000	320,000
19	Lift Station Generators (3 total)	20,000					_	-	3,223	-,	-,	-,	-,	,
20	Slide Gate Actuators	30,000			37,756	37,756	30,000	-						
21	Total WWT/Sewer Capital Improvements	770,038	28,314	35,571	81,329	81,329	30,000	1,421,300	35,000	20,000	20,000	20,000	20,000	320,000
22	Combined W/S													
23	Portable Generator for W/WW Facilities				26,817	26,817	_	_						
24	Convert Patrol House to ADA	30,000			_0,017	_0,017	10,000	_						
25	Infrastructure Replacement	810,000					22,222	-						
26	Lease/Rent/Purchase Mini Excavator	30,000	29,920				-,	-						
27	Lease/Rent/Purchase New Work Truck	15,000	3,2=3	10,220			_	-						
28	Lease/Rent/Purchase Trailer	5,000					_	-						
29	Fiber Optic Connections at Wells and Reservoir	1,308	1,308				-	-						
30	Total Combined W/S Capital Improvements	51,308	31,228	10,220	26,817	26,817	32,222	0	0	0	0	0	0	0
31	Total Capital Improvements	\$1,272,108	\$119,572	\$68,185	\$108,146	\$108,146	\$72,222	\$1,519,300	\$165,000	\$20,000	\$20,000	\$20,000	\$20,000	\$320,000
				Carry	over from Pi	revious Year:	24,849	(35,924)						
				Fro	m Reservoir	Repair Fund:	-	-						

2024 Supplemental Final Budget

Hartstene Pointe Water-Sewer District													
Capital Improvement Plan													
			н	istory		Buc	lgets			Proje	ections		
Total Pr Cos	Project osts	2021 2022 2023 2023 Actual Actual <i>Jan - Sept</i> Projected			2023 Budget	2024 Budget	2025	2026	2027	2028	2029	2030 - 2045	
				Fr	om I&I Fund:	50,000	-						
			From	Asset Replac	ement Fund:	-	-						
		From Risk Management Fund:			80,000	-							
		CIP Expenditures from Existing Funds:			\$ 154,849	\$ (35,924)							
		CIP Expenditures from Current Revenues:			\$ (82,627)	\$ 1,555,224							

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2024 Supplemental Final Budget Loan Pmts

Hartstene Pointe Water-Sewer District Loan Payments

Ecology Loan - Effluent Outfall
Principal Payment
Interest Payment
Total Ecology Loan Payments
USDA Bond - Booster Pump, Meters
Principal Payment
Interest Payment
Total USDA Bond Payments
DWSRF Loan - Water Treatment Upgrades
Principal Payment
Interest Payment
Total DWSRF Loan Payments
Total Loan Payments

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	Hist	tory		Bud	lget		Project	tions	
2021	2022	2023	2023						
Actual	Actual	Projected	Actual	2023	2024	2025	2026	2027	2028
								_	
34,444	34,964	35,492	35,492	35,492	36,028	36,572	37,125	37,686	
3,667	3,147	2,619	2,619	2,619	2,083	1,539	987	426	
38,111	38,111	38,111	38,111	38,111	38,111	38,111	38,111	38,111	0
28,552	29,345	30,156	30,156	30,156	30,991	31,849	32,731	33,637	34,568
10,778	9,985	9,174	9,174	9,174	8,339	7,481	6,599	5,693	4,762
39,330	39,330	39,330	39,330	39,330	39,330	39,330	39,330	39,330	39,330
65,671	65,671	65,671	65,671	65,671	65,671	65,671	65,671	65,671	65,671
16,746	14,776	13,791	13,791	13,791	12,806	11,821	10,836	9,851	8,866
82,417	80,447	79,462	79,462	79,462	78,477	77,492	76,507	75,522	74,537
159,858	157,888	156,903	156,903	156,903	155,918	154,933	153,948	152,963	113,867

2024 Supplemental Final Budget Transfers

Hartstene Pointe Water-Sewer District Net Effect of Transfers

Net Effect of Transfers

030 - Ecology Loan Reserve
050 - DWSRF Loan Reserve
070 - USDA Revenue Bond Reserve
010 - Operating Fund (incl. revolving funds)
020 - Committed Funds
Asset Replacement Fund
Capital Improvement Fund
Inflow & Infiltration
Reservoir Repair
Other
Risk Management Fund
Total 020 - Committed Funds
065 - Capital Projects Account

	Hist	ory		Budg	get	Diffe	rence		Projec	tions	
2021 Actual	2022 Actual	2023 Jan - Sept	2023 Projected	2023	2024	\$ Change	% Change	2025	2026	2027	2028
42	512	1,439	1,599	0	0	0	#DIV/0!	0	0	0	0
(54)	122	(12,295)	1,201	0	0	0	#DIV/0!	0	0	0	0
3,970	4,444	2,153	2,319	2,319	2,435	116	5.00%	2,557	2,557	2,685	2,819
7,359	(74,599)	24,070	(48,051)	(68,220)	(68,944)	(724)	1.06%	(57,336)	(57,336)	(57,464)	(57,598)
						0	0.00%				
(30,196)	9,000	0	9,000	9,000	9,000	0	0.00%	9,000	9,000	9,000	9,000
						0	0.00%				
(4,763)	27,355	(35,640)	(9,667)	31,121	31,729	608	1.95%	20,000	20,000	20,000	20,000
13,326	13,326	0	13,326	13,326	13,326	0	0.00%	13,326	13,326	13,326	13,326
0	0	0	0	0	0	0	0.00%	0	0	0	0
10,315	19,840	20,272	30,272	12,453	12,453	0	0.00%	12,453	12,453	12,453	12,453
(11,317)	69,522	(15,368)	42,932	65,900	66,508	608	0.92%	54,779	54,779	54,779	54,779
0	0	0	0	0	0	0	#DIV/0!	0	0	0	0

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2024 Supplemental Final Budget CFCs

Hartstene Pointe Water-Sewer District

Proposed Capital Facilities Charges

	Water	Sewer	Total
Debt Share	780	970	1,750.00
Future Improvements	1975	2380	4,355.00
Assets	1430	1965	3,395.00
Total	\$4,185.00	\$5,315.00	9,500.00
Connection Fees	\$250.00	\$250.00	\$500.00
Total CFC + Connection Fees	\$4,435.00	\$5,565.00	
Total Cost for New Connections			\$10,000.00

AGREEMENT AND AUTHORIZATION FOR ENGINEERING CONSULTING SERVICES



By this Agreement, effective	, 2024, Hartstene Pointe Water/Sewer District (Client) authorizes
, , ,	(Engineer) to carry out and complete the Scope of Services in
consideration of the mutual covenants	set forth in this Agreement, the Engineering Consulting Terms and
CONDITIONS, and the following additional a	ttachments: N/A

Project: Hartstene Pointe Wellhouse Piping Revisions

Project No.: 35020.004.01

Scope of Services:

The Wellhouse for Well 2 for the Hartstene Point Water and Sewer District has serious corrosion issues that need to be addressed for the continued safe operation of the water system. The District needs a licensed engineer to create plans and specifications for the upgrades necessary that can be reviewed and approved by the Washington State Department of Health Division of Drinking Water.

Century West will provide the following services for the District:

- 1100. **Background Data Collection** Century West will visit the project site and through consultation with District Staff, determine the best way to address the corrosion problem with bypass piping and reconfiguration.
- 2300. **Design Services** Century West will prepare drawings and specifications for the project that follow WSDOH Design Manual guidelines. The plans will be stamped by a registered professional engineer in the State of Washington. The plans and specifications will be prepared for inclusion into an invitation to quote (small works roster) document for soliciting quotes from contractors. Upon review and approval from District staff, the plans and specifications will be submitted to WSDOH for review and approval utilizing WSDOH forms.
- 6000. **Bidding Services** Upon approval from WSDOH, Century West will prepare a quote package and assist the District in procuring quotes from interested Contractors. Century West will assist the District in analyzing the quotes and make a recommendation of acceptance or rejection of the quotes.
- 8000. **Construction Services** Construction services are anticipated to be limited in nature. Engineer shall answer questions from the Contractor regarding the work. After completion of the work, the Engineer shall review the work in person and prepare the completion of water system project form, stamp the form and send it to WSDOH for recording. Construction services are on an as needed basis but will not exceed the estimate without prior notification and approval

Opinion of Probable Cost:

Time and Materials Basis not to exceed - \$7,573 without prior written approval

Hartstene Pointe Water/Sewer District	Century West Engineering Corporation
By:	By:
Title:	Title: Vice President
Date:	Date:

ENGINEERING CONSULTING ♦ TERMS AND CONDITIONS

- **1. SERVICES:** Engineer agrees to perform the Scope of Services (Services) under the following terms and conditions. Additional Services will be provided only by written amendment to this Agreement.
- 2. TIMES OF PAYMENTS: Engineer will submit invoices on a monthly basis for the unbilled portion of Services actually completed. Client will pay the invoice within 30 days of the invoice date. Accounts remaining unpaid after said 30 days will be considered delinquent and assessed a late payment charge (currently at the rate of 1 1/2% per month) calculated each month from the date of the invoice. Engineer reserves the right to suspend all Services until account delinquencies have been remedied.
- **3. OPINIONS OF COST:** Because Engineer has no control over the cost of labor, materials, equipment or Services furnished by others, or over contractors' methods of determining prices, or other competitive bidding or market conditions, any cost estimates provided by Engineer will be made on the basis of experience and judgment. Engineer cannot and does not guarantee that proposals, bids or actual Project construction costs will not vary from opinions of probable costs prepared by Engineer.
- 4. CLIENT-PROVIDED INFORMATION: Client will make available to Engineer, all information readily available to Client regarding existing and proposed conditions of the site which will aid Engineer in its performance of Services. Engineer shall be entitled to rely, without further inquiry or investigation, on all information furnished to Engineer by Client. Client agrees to advise Engineer of any hazardous substances or any condition existing in, on or near the site presenting a potential danger to human health, the environment, or equipment. Client will immediately transmit to Engineer any new information which becomes available to Client which may have a bearing on Engineer's performance of Services or which relates to information Engineer has requested from Client. If any hazards, not disclosed to Engineer, are discovered after the Services are undertaken, Client and Engineer agree that the Scope of Services, time schedule and rate schedule shall be modified accordingly.
- **5. STANDARD OF PERFORMANCE:** Engineer represents that Services will be performed within the limits prescribed by Client, and that its findings, recommendations, specifications and/or professional advice provided hereunder will be prepared and presented in a manner consistent with the level of care and skill ordinarily exercised by other professionals under similar circumstances at the time the Services are performed.
- **6. ACCESS, APPROVALS, PERMITS:** Client shall arrange for access to and make all provisions for Engineer to enter onto public and private property as required for Engineer to perform the Services. Unless otherwise agreed, Client will be solely responsible for applying for and obtaining such permits and approvals as may be necessary for Engineer to perform the Services.
- **7. REUSE OF DOCUMENTS:** All documents, including computer files, drawings and specifications, prepared by Engineer pursuant to this Agreement shall remain the property of Engineer and are instruments of service with respect to the Project. They are not intended or represented to be suitable for reuse by Client or others on extensions of the Services provided for the Project under this Agreement or on

- any other project. Any reuse without written authorization, certification or adaptation by Engineer for the specific purpose intended will be at Client's sole risk and without liability to Engineer.
- **8. ASBESTOS/PCBs:** All asbestos/PCB related Services are excluded from Engineer's Scope of Services. Client shall notify Engineer at the start of the Project if the presence of asbestos/PCBs on the project is suspected. If asbestos/PCBs are suspected or encountered, Engineer will stop its own work to permit proper testing and evaluation. If requested as an additional Service, Engineer will assist Client in contacting regulatory agencies and/or identifying appropriate testing laboratories.
- **9. SUBMITTAL REVIEW:** Review by Engineer of submittals by contractor is only for general conformance with the design concept of the Project and general compliance with the information given in the Contract Documents. The review does not affect the contractor's responsibility to perform all contract requirements with no change in contract price or time. Any action taken by the Engineer is subject to the requirements of the plans, specifications and other Contract Documents. Client shall indemnify Engineer against any claim by any contractor based on the review.
- 10. ENGINEER AT CONSTRUCTION SITE: The presence or duties of Engineer's personnel at the construction site, whether as on-site representatives or otherwise, do not make Engineer or its personnel in any way responsible for those duties that belong to the Owner and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties and responsibilities, including but not limited to, all construction methods, means, techniques, sequences and procedures necessary for coordinating and completing all portions of the construction work in accordance with the Contract Documents and any health or safety precautions required by such construction work. Engineer and its personnel have no authority to exercise control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting or reporting on health or safety deficiencies of the construction contractor or other entity or any other persons at the site except Engineer's own personnel.



11. INDEMNIFICATION AND INSURANCE:

- (a) Client agrees to indemnify, hold harmless and defend Engineer, its directors, officers, agents and employees, from and against any and all liabilities, claims, penalties, forfeitures, suits and the cost and expenses incidental thereto, including but not limited to reasonable attorney fees, which Engineer may hereafter incur, become responsible for or pay out as a result of death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on the environment or any violation of governmental laws, regulations or orders caused by (1) Client's breach of any term or provision of this Agreement; (2) Client's negligent or wrongful act or omission in the performance of this Agreement; or (3) Client's generation, storage or release of waste products including hazardous waste..
- (b) Engineer agrees to indemnify, hold harmless and defend Client, its directors, officers, agents and employees, from and against any and all liabilities, claims, penalties, forfeitures, suits and the cost and expenses incidental thereto, including but not limited to reasonable attorney fees, which Client may hereafter incur, become responsible for or pay out as a result of death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on the environment or any violation of governmental laws, regulations or orders caused by Engineer's (1) breach of any term or provision of this Agreement; or (2) any negligent or wrongful act or omission in the performance of this Agreement.
- (c) In the event any claim arises as a result of the concurrent negligence of Engineer and Client, liability will be determined on the basis of the doctrine of comparative negligence. Each party shall promptly notify the other party, in writing, of any threatened or actual claim, action, or proceeding. Engineer and Client shall jointly control the defense.
- (d) Notwithstanding any other provision contained in this Agreement, neither party shall be liable to the other party for any indirect, incidental, special or consequential damages of any kind, including without limitation, lost profits or loss of use, regardless of the cause, including negligence.
- **(e)** Upon request, Engineer will provide Client with Certificates of Insurance for Workers Compensation, General, Auto and Professional Liability coverage. Client agrees to maintain, during the performance of Services, general liability and automobile liability insurance in the amount of one million dollars (\$1,000,000).
- 12. LIMITED LIABILITY: Client agrees that Engineer's liability to Client, contractors, subcontractors, and their agents, employees and consultants, and to all other third parties which may arise from or be due directly or indirectly to the negligent acts, errors and/or omissions of engineer, its agents, employees or consultants shall be limited to a continued aggregate not to exceed \$100,000 or the total amount paid in fees to Engineer, whichever is greater.
- **13. TERMINATION:** Either party may terminate this Agreement upon thirty (30) days written notice to the other. Either party may terminate this Agreement immediately in the event of a material breach by the other party to perform in accordance with the terms hereof but only if said breach is through no fault of the terminating party and said breach is not corrected before the date of termination. If this Agreement terminates for Force Majeure, Client shall pay Engineer for all Services authorized and performed prior to the termination date including, if applicable, a prorated lump sum fee.

14. SUCCESSORS AND ASSIGNS: Neither Engineer nor Client may assign this Agreement without the prior written consent of the other. Engineer may, however, employ any other party or entity it deems necessary or proper for any part of the Services required to be performed by Engineer under the terms of this Agreement. The covenants, conditions and terms of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, personal representatives, successors and assigns of the parties hereto.

15. MISCELLANEOUS:

- (a) This Agreement shall be governed by the laws of the State of Washington.
- **(b)** Any claim brought by Client against Engineer must be brought no later than two years after the date of substantial completion of the Services hereunder or the expiration of the appropriate statute of limitations, whichever is earlier.
- (c) In the event this Agreement should be referred to an attorney at law or agent for collection, Client agrees to pay such reasonable attorney's or agent's fees and costs as Engineer may incur to any attorney or agent in such collection even if no action is instituted. In the event an action is instituted to enforce any of the terms or conditions of this Agreement, the losing party shall pay to the prevailing party, in addition to the costs and disbursements allowed by statutes, such sum as the court may adjudge reasonable as attorney's fees in such action, in both trial and appellate courts.
- (d) No waiver by either party of any provision of this Agreement shall be construed or deemed to be a waiver of (a) any other provision of this Agreement or (b) a subsequent breach of the same provision, unless such waiver be so expressed in writing and signed by the party to be bound.
- (e) The terms and conditions of this Agreement contain a series of separate agreements. If in any proceeding a court or arbitrator shall refuse to enforce any of the separate agreements, any unenforceable agreement shall be deemed reduced or eliminated from the terms and conditions for the purpose of such proceeding, but only to the extent necessary to permit the remaining agreements to be enforced in such proceeding.
- (f) This Agreement constitutes the entire agreement between Client and Engineer regarding the Services and supersedes all prior or contemporaneous oral or written representations or agreements. This Agreement shall not be modified except by a written document signed by both parties.



Consultant Fee Determination Summary Sheet Hartstene Pointe Water/Sewer Wellhouse Piping Revisions 35020.004.01

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		PERSONNEL & LABOR RATE												
Employee		Vice President			Engineer in Training III	Staff Technician	Project Coordinator I							
Δcti	vity Code (see below)	163	_				117							ı
Acti	Rate	\$295.00				\$95.00	\$97.00	\$0.00	\$0.00	MAN	LABOR	ITEMIZED	SUB	TOTAL
TASK NUMBER	DESCRIPTION	Ψ200.00	ψ100.00	Ų 100.00	ψ100.00	φου.σο	ψ51.00	ψ0.00	ψ0.00	HOURS	COST	EXP	COST	COST
1100	Background Data Collection	1								1	\$295	\$0		\$295
	Design Services	1	4		24		4			33	\$4,683	\$0		\$4,683
	Bidding Services	1	1							2	\$485	\$0		\$485
8000	Construction Services	2	8							10	\$2,110	\$0		\$2,110
										0	\$0	\$0		\$0
										0	\$0	\$0		\$0
										0	\$0	\$0		\$0 \$0
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-										0	\$0	\$0		\$0 \$0
										0	\$0	\$0		\$0
		<u> </u>		 						0	\$0	\$0		\$0
				 						0	\$0	\$0		\$0
			1							0	\$0	\$0		\$0
	Total Manhours	5	13	0	24	0	4	0	0	46	7.	7.		7.7
	Total Labor Cost	\$1,475	\$2,470	\$0	\$3,240	\$0	\$388	\$0	\$0		\$7,573	\$0		
	Total Cost	\$1,475	\$2,470	\$0	\$3,240	\$0	\$388	\$0	\$0		\$7,573	\$0	\$0	\$7,573

\$7,573