

**HARTSTONE POINTE WATER-SEWER DISTRICT
SPECIAL MEETING
DISTRICT OFFICE 119 E LIBERTY RD SHELTON WA 98584
January 2, 2025 1:00 P.M.**

AGENDA

1. Call to Order
2. Roll Call
3. Subscriber Remarks
4. Correspondence
5. Present Agenda
6. Minutes of the December 18, 2025 Regular Meeting (2-4)

REPORTS:

7. Commissioner Reports
8. Financial/Administrative Report:
 - Bills to Be Authorized:
 - Voucher 2026-01
 - Bills to Be Reviewed:
 - Voucher 2025-57
9. General Manager's Report (5)
 - Project List Review

ITEMS REQUIRING BOARD ACTION:

10. Review Status of Association Reserves Documents
11. Approve Work Amendment 1 for Rehabilitation of Lift Stations (6-10)
12. Authorize Agreement & Contract with Community Engineering & Consulting (11-22)
13. Update of Reservoir Inspection & Cleaning Project and Vendor Status
14. Review Duty Lists & Salary Analysis Prepared by GM
15. Review & Adopt Resolution 2026-01, Adjusting Wage Ranges & Salaries for District Employees (23)
16. Authorize General Manager to Designate "Lead Operator" Status (24)
17. Review Options for Communications at New Lift Station with Potential Continuity with Existing Infrastructure
18. Determine Need for Rate Study During First Quarter

ANY OTHER BUSINESS (for new or overlooked items not included in the agenda)

**HARTSTENE POINTE WATER-SEWER DISTRICT
REGULAR MEETING of the BOARD OF COMMISSIONERS
December 18, 2025
DISTRICT OFFICE 119 E LIBERTY RD SHELTON WA 98584**

MINUTES

PRESENT: President S. Swart, Secretary C. Anderson (via teleconference), Audit Commissioner S. Birgh, General Manager (GM) J. Palmer, Project & Accounts Manager (PM) Joe S., Lead Operator (LO) Jaron S.

CALL TO ORDER: The meeting was called to order at 9:10 am

SUBSCRIBER REMARKS: No subscribers present

CORRESPONDENCE: PM anticipates audit entrance documents from the WA State Auditor's Office for the 2023 & 2024 Accountability Audit

PRESENT AGENDA: *Commissioner Birgh moved to adopt the agenda. Commissioner Anderson seconded.* Commissioner Birgh inquired about changing email addresses. PM shared his recommendations after researching the District's I.T. platform. *Hearing 3 aye votes and 0 nay votes, the agenda was adopted as amended.*

MINUTES:

The minutes of the December 4, 2025 regular meeting were presented. *Commissioner Birgh moved to approve the minutes. Commissioner Anderson seconded. Hearing 3 aye votes and 0 nay votes, the minutes were approved as presented.*

REPORTS:

Commissioner Reports (Part I):

- Commissioner Swart noted that utilities prioritize restoring services outages for commercial entities over residential

General Manager's Report:

- GM presented his report on the current state of the District
- GM reported three flow violations due to Inflow & Infiltration (I&I) and noted that operators are identifying specific manhole leaks
- GM discussed Lift Station #2 pump issues
- GM received feedback from a resident's concerns regarding bluff saturation addressed by engineer during the construction meeting
- GM provided a probationary status update of the District's Water Distribution Manager
- GM shared estimates for the electric work planned for the Wastewater Treatment Plant (WWTP)
 - *Commissioner Birgh moved to select Kilowatt Electric for the WWTP project, based on Betschart-matched work and availability. Commissioner Anderson seconded. Hearing 3 aye votes and 0 nay votes, Kilowatt Electric is selected for the project.*
- GM provided updates to the Reservoir Inspection & Cleaning project; GM to continue discussing with the vendor's representatives to negotiate a solution to move forward
- Commissioner Anderson requested to add "Review Project List" as a standing agenda item; Commissioner Swart as President will ensure it will be on future agendas

Commissioner Reports (Part II):

- Commissioner Swart requested the ramp installation project to have a target-completion date by February 12 or the HPMA permit may need to have the expiration date extended
- Commissioner Swart noted a *Water Online* article on federal dollars available for research into extraction of critical minerals & nutrients from wastewater (referred to as “wastewater mining”) to decrease U.S. dependence on global supply chain

Financial/Administrative Report:

- Bills to Be Authorized:
 - Voucher 2025-55 in the amount of \$862,904.02 was presented to pay sewer project vendors. *Commissioner Birgh moved to approve voucher 2025-55 in the amount of \$862,904.02. Commissioner Anderson seconded. Hearing 3 aye votes and 0 nay votes, the voucher was approved.*
 - Voucher 2025-56 in the amount of \$36,675.16 was presented. *Commissioner Birgh moved to approve voucher 2025-56 in the amount of \$36,675.16. Commissioner Anderson seconded. Hearing 3 aye votes and 0 nay votes, the voucher was approved.*
- Bills to Be Reviewed:
 - Voucher 2025-54: PM presented for review

ITEMS REQUIRING BOARD ACTION:

Adopt Resolution 2025-06 Establishing Time & Place of Meetings: *Commissioner Anderson moved to adopt Resolution 2025-06, establishing the time & place of regular meetings of the Board of Commissioners beginning in 2026. Commissioner Birgh seconded. Hearing 3 aye votes and 0 nay votes, Resolution 2025-06 is adopted and will take effect beginning in 2026.*

Review Status of Association Reserves Documentation: Commissioners discussed having a goal to be ready to resubmit by 1/12/26

Review Electrician Quotes & Award Contract: (reviewed & motioned during GM Report)

Midco Meeting Review & Update: (reviewed during GM Report)

Review Duty Lists & Salary Analysis Prepared by GM: Commissioners discussed Lead Operator Duty List and directed GM to complete for General Manager and Project & Accounts Manager positions by next meeting along with salary analyses and range proposals. Commissioners directed GM to formalize the Lead Operator position and salary with documentation supporting figures for the next regular meeting.

Review Options for Communications at New Lift Station with Potential Continuity with Existing Infrastructure: LO shared options and limitations of various lift station communications and controls and will gather additional information to follow up at a future meeting

Commissioner Birgh moved to adjourn the meeting. Commissioner Anderson seconded. Hearing 3 aye votes and 0 nay votes, the meeting adjourned at 12:55 pm.

[signature block on next page]

Meeting Minutes Drafted By: PM
Respectfully Submitted By:

Signature

Carl Anderson, Secretary, Commissioner #1
Name and Title

Approved at the Regular Meeting of the Board on: 1-2-2026

GM REPORT FOR BOC MEETING ON 1/2

- Flows have slowly gone down due to a let up in rain. We had 3 days in December with flow violations. Ecology was notified, and was happy to hear that we were still able to treat the sewage, and not bypass as other wwtp's had to do. We won't know if we had any sample violations until all results are received.
- Ecology came out on 12/18 to test for styrene fumes. Results were acceptable and a mailing is being sent out with these findings in lieu of a Jan newsletter.
- The new pump was installed at LS 2 last Wed, and had run great until 12/30, when it twice failed on us. Reiner Pumps is looking into it.
- A water leak repair was performed on Promontory on 12/30.
- The mini excavator had new tracks installed on it, as well as the trailer plug being replaced.
- The new roofing at the WWTP, as well as some dry rot repair, was completed last week. New gutters were installed on 12/31.
- Jaron will be out all next week, and I will be out on 1/8 and 1/9.

PROJECT LIST

- Betschart looked at the wwtp lighting and will provide an updated estimate. Some parts need to be ordered, so it's anticipated for early Feb.
- I have reached out to Midco and am still waiting for them to contact me.
- Matt has provided feedback on the Association Reserves report. These were sent out to the Board to review in preparation for the BOC meeting.
- Matt is still working on the backflow project for the wwtp. We are still trying to determine where the water lines tee off.

WORK ORDER # 2025-2

Date: December 31, 2025



Under the terms and conditions established by the Extended Services Agreement dated July 6, 2023, between **Century West Engineering Corporation** (Engineer) and **Hartstene Point Water and Sewer District** (Client), this Work Order authorizes Engineer to perform the following Services:

Project #: 35020.003.02

Project Name/Location: Sewer System Rehabilitation Construction Management

Scope of Work: See Attached Exhibit A – Work Amendment 1 for rehabilitation of Lift Station 2, Lift Station 5, Lift Station 8 and Plant Drain Lift Station

Attached Washington State Department of Ecology terms are included as part of this Work Order

FEE INFORMATION

\$ 139,502 Time and Materials Basis as shown on attached fee estimate. Invoices will be provided on a monthly basis as a percentage complete with work product. This amount will not be exceeded without prior written approval by the Client. This amount includes reimbursable expenses.

Hartstene Point Water and Sewer District

Century West Engineering Corporation

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT – A
HARTSTENE POINTE WATER SEWER DISTRICT
SEWER SYSTEM REHABILITATION PROJECT

CONSTRUCTION ENGINEERING SCOPE OF WORK AMENDMENT 1

The Hartstene Pointe Water and Sewer District (District) would like to complete additional work on the sewer system that was not included in the original scope of work. The District would like to rehabilitate the three main lift stations within the District, the Promontory Lift Station (Lift Station 2), the Pointes Drive East/Chesapeake Lift Station (Lift Station 5), the Nantucket Lift Station (Lift Station 8), and the Plant Drain Lift Station at the WWTP. Each of these lift stations require varying improvements that will be designed under this amendment. A site visit was conducted to evaluate each lift station and determine the extent of improvements needed at each lift station. The scope of the design for each lift station is detailed below:

Promontory Lift Station (Lift Station 2)

1. Design will include the following elements:
 - a. Fencing around lift station site
 - b. A new pump rail system
 - c. One new pump
 - d. Interior coating of the concrete wet well
 - e. Replacement of the wet well lid with a fall prevention grating
 - f. A frost free hydrant near the lift station
 - g. New Floats and a Level Sensor with stilling well pipe for the wet well
 - h. Replacement of the Manual Transfer Switch
 - i. Relocation of the Control Panel. It is within the Hazardous area classification and needs to be relocated
 - j. Replacement of the Pump Control Panel
 - k. Replacement of the Telemetry radio with a High Tide cellular system
 - l. Replacement of Field Wiring and raceways from the wet well to the new panel including a junction box for splicing.

Pointes Drive East/Chesapeake Lift Station (Lift Station 5)

1. Design will include the following elements:
 - a. A new pump rail system
 - b. Interior coating of the concrete wet well
 - c. Replacement of the wet well lid with a fall prevention grating
 - d. A frost free hydrant near the lift station
 - e. New Floats and a Level Sensor with stilling well pipe for the wet well
 - f. Replacement of the Manual Transfer Switch
 - g. Replacement of the Pump Control Panel
 - h. Replacement of the Telemetry radio with a High Tide cellular system
 - i. Replacement of Field Wiring and raceways from the wet well to the new panel including a junction box for splicing.

Nantucket Lift Station (Lift Station 8)

1. Design will include the following elements:
 - a. A new pump rail system
 - b. One new pump with the possibility of a second new pump
 - c. Interior coating of the concrete wet well

- d. Replacement of the check valves in the lift station wet well
- e. Replacement of the wet well lid with a fall prevention grating
- f. A frost free hydrant near the lift station
- g. New Floats and a Level Sensor with stilling well pipe for the wet well
- h. Replacement of the Manual Transfer Switch
- i. Relocation of the Control Panel. It is within the Hazardous area classification and needs to be relocated
- j. Replacement of the Pump Control Panel
- k. Replacement of the Telemetry radio with a High Tide cellular system
- l. Replacement of Field Wiring and raceways from the wet well to the new panel including a junction box for splicing.

Plant Drain Lift Station (WWTP)

1. Design will include the following elements:
 - a. A new pump rail system
 - b. One new pump with the possibility of a second new pump
 - c. Interior coating of the concrete wet well
 - d. Replacement of the wet well lid with a fall prevention grating
 - e. Replacement of the existing pump control panel
 - f. New Floats and a Level Sensor with stilling well pipe for the wet well
 - g. Replacement of Field Wiring and raceways from the wet well to the new panel including a junction box for splicing.

Drawings and specifications will be provided but a full contract manual will not be created.

Construction Management time will be required for this additional work. The scope of work of additional Construction Management is as follows:

Field Visits

1. The Project Manager for each portion of the work shall periodically visit the site during the work to evaluate the overall performance of the Contractor and work schedule.
2. Site visits will occur at least twice per month and typically coincide with weekly construction meetings.
3. During the site visit, the Project Manager will view and observe the work occurring, document the work status with photography, discuss the work with the on-site observer and verify work is being completed in accordance with the specifications.

RFI Review

1. The Consultant shall review and respond to any Requests for Information (RFI) submitted by the Contractor. Any questions the Contractor has regarding the work will be documented through the RFI process and responded to. Consultant will provide responses to all RFI's within 5 working days.

Submittal Review

1. The Consultant shall review Contractor's material submittals for general conformance to the construction Contract Documents.
2. The basis of assumption for submittal reviews is for 2 reviews of each submittal. If submittals require more than 2 reviews (original submittal review plus resubmittal review) it will be considered extra work and subject to an amendment to the Contract.

3. Submittals shall be reviewed and returned within 10 working days of submission by the Contractor.

Construction Observation

1. The Consultant shall provide an on-site representative to observe the construction activities. This representative will monitor the Contractor's schedule and the work for general conformance with the Plans and Specifications. Inspection will be full-time.
2. The Consultant shall not be responsible for the Contractor's means or methods of completing the work, nor the monitoring or supervising of the safety requirements of the work. The Consultant shall make clarifications as requested.
3. The Consultant shall prepare daily construction diaries generally describing construction activities and progress.
4. The Consultant shall document progress with daily photographs of the work commencing. These photographs can be provided to the District after completion of the project. Photographs shall also include connections or details that may not be clear in record drawings or details and would be hard to determine without future excavation.
5. The Consultant shall prepare a weekly report documenting the number of working days utilized on the project and the number of working days remaining.

Record Drawings

1. The Consultant shall prepare field Record Drawings that reflect changes made during construction. The Consultant will provide the District with two sets of reproducible drawings, and one electronic copy of the Record Drawings. These will be included in the record drawings for the entire project.

Electrical Construction Administration

1. The Consultant shall provide electrical construction engineering services for the project under this task. This will include review of electrical submittals, answering electrical RFI's, two site visits to the project, O&M Manual Review, punchlist development for electrical items and record drawings of the electrical aspects of the project.

Consultant Fee Determination Summary Sheet																							
Hartstene Pointe Water - Sewer District																							
Sewer Rehabilitation Project Construction Management																							
35020.003.02																							
PERSONNEL & LABOR RATE																							
Employee Type		Vice President	Senior Project Manager	Civil Designer	Engineer-in-Training III	Project Coordinator/Clerical II	Senior Engineering Technician	Senior Electrical Project Manager	Electrical Project Manager	Designer	Senior CAD Technicians												
		163	102	133	187	118	142	102	103	161	109												
Rate		\$310.00	\$245.00	\$152.00	\$130.00	\$100.00	\$160.00	\$232.00	\$207.00	\$124.00	\$142.00												
TASK NUMBER	DESCRIPTION											HOURS	LABOR COST	ITEMIZED EXP	SUB COST	TOTAL COST							
3000	Expenses											0	\$0	\$0		\$0							
8000	Construction Administration											0	\$0	\$0		\$0							
8100	Meetings											0	\$0	\$0		\$0							
8200	Field Visits											0	\$0	\$0		\$0							
8300	RFI Review											0	\$0	\$0		\$0							
8400	Submittal Review											0	\$0	\$0		\$0							
8500	Change Orders											0	\$0	\$0		\$0							
8600	Construction Observation											0	\$0	\$0		\$0							
8700	Project Closeout											0	\$0	\$0		\$0							
7200	Electrical Const. Administration											0	\$0	\$0		\$0							
9000	Pump Station - Subconsultant (CE&C)											0	\$0	\$0	\$42,200	\$42,200							
9000	Pump Station Design		32				40	24	138	16	40	290	\$56,038	\$0		\$56,038							
9100	Pump Station - Construction Management							24	124	16	32	196	\$37,764	\$0		\$37,764							
9200	Pump Station - Expenses											0		\$3,500		\$3,500							
Total Manhours		0	32	0	0	0	40	48	262	32	72	486											
Total Labor Cost		\$0	\$7,840	\$0	\$0	\$0	\$6,400	\$11,136	\$54,234	\$3,968	\$10,224		\$93,802	\$3,500									
Total Cost		\$0	\$7,840	\$0	\$0	\$0	\$6,400				\$10,224		\$93,802	\$3,500	\$42,200	\$139,502							



**AGREEMENT AND AUTHORIZATION FOR
ENGINEERING AND CONSULTING SERVICES**

Project Name: Hartstene Pointe Water and Sewer District
On-Call Engineering

With execution of this Agreement, effective _____, the **Hartstene Pointe Water and Sewer District** (Client) authorizes **Community Engineering and Consulting** (Engineer) to begin work, carry out and complete the Scope of Services listed below or attached in consideration of the mutual covenants set forth in this Agreement, the *ENGINEERING CONSULTING TERMS AND CONDITIONS*, and the following additional attachments: Exhibit A Scope of Work,

Consultant Fee Estimate:

\$0

Projects to be assigned on a Task Order Basis

Community Engineering and Consulting

Signature

Print Name and Title

Date

Hartstene Pointe Water and Sewer District

Signature

Print Name

Date

EXHIBIT - A
HARTSTENE POINTE WATER AND SEWER DISTRICT GENERAL ENGINEERING SERVICES

This scope of work identifies the work that Community Engineering and Consulting (CE&C) will provide to the Hartstene Pointe Water and Sewer District for municipal general engineering services.

The CE&C shall provide the following services to the District:

Expenses

1. Billable Expense for this project shall include travel mileage, printing costs and other documented expenses directly related to completing the scope of work for the project. All expenses shall be documented with receipts or appropriate paperwork identifying the nature, purpose and cost of the expense.
2. No Markup shall be applied to expenses.

General Engineering Services

1. CE&C shall provide on-call consulting engineering services to the District. These services shall include, but not be limited to:
 1. Review of plans submitted to the District for approval when requested. Consultant shall review civil aspects of plan sets including water system improvements and sewer system improvements. Consultant will not approve plans but make recommendations to the District regarding whether the plans meet standards and development code.
 2. General consulting for the District's water and sewer systems. This includes review of system capacity and demands and recommendations on improvements to the systems.
 3. Consultant shall assist the District in identifying and applying for funding opportunities for District infrastructure projects.
 4. Consultant shall assist the District in updating and enforcing District Standards and the development code.
 5. Consultant shall assist the District in maintaining the District sewer system and water system models. Models will be updated as necessary for new developments and demands. If models are not available, they will be created during comprehensive planning projects outside of this scope.
 6. Consultant shall provide on-call planning, design and construction management for sewer and water related projects. Each project will be defined by an individual task order.
 7. Consultant shall provide on-call surveying services through the use of a subconsultant.
 8. Consultant shall provide any other on-call engineering services that would typically be conducted under a District's in house engineering department.

Meetings

1. The Consultant shall attend District Board meetings on a regular basis, anticipated to be approximately once per month. Attendance may be remote.
2. The Consultant will attend other meetings as necessary and required by the District.

Consultant shall bill time at a rate of \$180 per hour or less and mileage at the current IRS rate in effect at the time the expense is incurred. Each year on the anniversary date of the agreement, the Consultant reserves the right to modify the billing rate for the subsequent year. For Subconsultants, a markup of 5% shall be added to cover the cost of Business and Operations taxes. The District may elect to pay subconsultants directly to eliminate the 5% markup.



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 \$50,000 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.



**AGREEMENT AND AUTHORIZATION FOR
ENGINEERING AND CONSULTING SERVICES**

Project Name:

WWTP Water Service Replacement
Project No.: Task Order 1

With execution of this Agreement, effective _____, the **Hartstene Pointe Water and Sewer District** (Client) authorizes **Community Engineering and Consulting** (Engineer) to begin work, carry out and complete the Scope of Services listed below or attached in consideration of the mutual covenants set forth in the On-Call Engineering Agreement and associated the *ENGINEERING CONSULTING TERMS AND CONDITIONS*.

The attached proposal letter identifies the scope of work to be completed for this project.

Consultant Fee Estimate:

\$26,800

[T&M] Time & Materials per attached fee schedule, not to exceed specified amount without prior authorization by Client.

Community Engineering and Consulting

Signature

Print Name and Title

Date

Hartstene Pointe Water and Sewer District

Signature

Print Name

Date



December 31, 2025

Jeff Palmer
District Manager
Hartstene Pointe Water and Sewer District

Dear Jeff,

Thanks for this opportunity to provide engineering design services to the Hartstene Pointe Water and Sewer District for a water service to the wastewater treatment plant meeting the requirements of WSDOH and WSDOE. The following Exhibit A describes the work that will be completed under this agreement. The fee associated with this work is as follows:

Phase	Proposed Fee
Design	\$19,240
Bid Period Services	\$ 6,330
Reimbursable Expenses	\$ 1,230
Total Proposed Fee	\$26,800

The work would be completed on a time and materials basis.

Please let me know if you have any questions or comments on the proposed agreement. I look forward to completing this necessary project for the District to meet the requirements identified in the WSDOH Sanitary Survey.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Matt Morkert', is positioned below the 'Sincerely,' text.

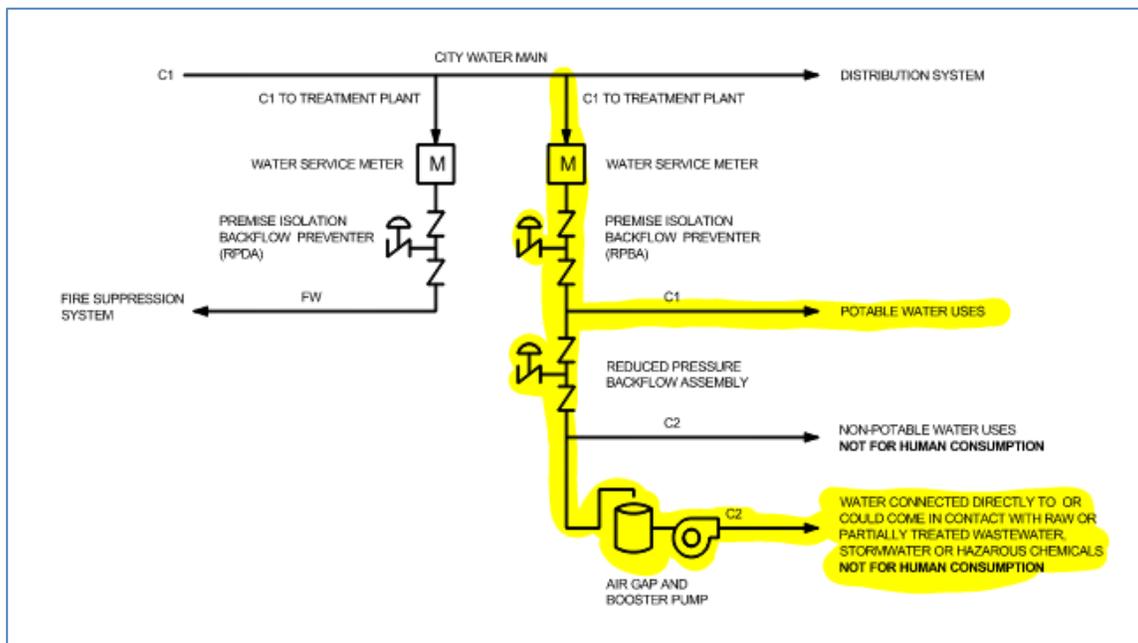
Matt Morkert P.E.

**EXHIBIT – A
HARTSTONE POINTE WATER SEWER DISTRICT
WWTP WATER SERVICE REPLACEMENT**

The Hartstone Pointe Water and Sewer District (District) recently had a sanitary survey conducted by the Washington State Department of Health (WSDOH) which found that the water service to the District’s WWTP is not in compliance. The District needs to install an air gap on the service that supplies water to hydrants or other non-potable uses on the WWTP site. The District also needs to reconfigure the layout and configuration of the potable water service to the lab building to be in accordance with WSDOH requirements. The following services will be provided to design the improvements to the water service for the WWTP.

Water Service Design

1. Design will include the following elements:
 - a. Design of a new water service connection as shown in the figure below. The water service will be connected to the lab building for potable use and will include an air gap with all related appurtenances for hose bib, screen and other non-potable uses that may come in contact with raw or partially treated wastewater.



- b. The exact location of the existing water service is unknown. There is an existing RPBA near the treatment basins and a valve cluster near the headworks that are assumed to be the water service line as shown below. It is anticipated that the new water service will be pulled off of this service line.
- c. A new RPBA will be installed upstream of the proposed air gap and another RPBA upstream of the water service to the lab.
- d. The air gap and pump will be sized for 100 gpm of instantaneous demand delivered at 50 psi discharge from the pump. Due to the redundancy requirements for the process water that this air gap system will serve, there will be 2 pumps, one redundant, that operate in tandem. The water reservoir for the air gap will not be less than 200 gallons. A pressure vessel will be designed as part of the system such that the pump will pressurize the system and pressure vessel. The entire air gap system will be installed in a “hot box” to prevent freezing of the system.

The hot box is intended to be along the fence line on a concrete foundation northwest of the process basins along the roadway. The discharge from the air gap system will be routed into the roadway and then down through the entrance gate and reconnected to the distribution system inside the WWTP area, downstream of the existing RPBA next to the process basins. The existing RPBA and hot box will be evaluated to determine if it can be reused for the revised service.

- e. The air gap pump will operate on a pressure distribution basis with the pump turning on to maintain a constant downstream pressure. There will also be a float system in the air gap tank that will shut off the pump in the event that the tank is empty to prevent damage to the pump. This will not be integrated into a SCADA system, it will be a stand alone system for the water system.
- f. Electrical improvements will be designed to power the pump, the hot box, and the integration system. The design will evaluate connecting the power feed for the water service to the existing emergency generator to ensure process water is not affected by power outages.
- g. Site restoration design will include repaving a portion of the roadway and driveway, fencing repair, and repair of excavation areas.
- h. Engineer shall prepare an opinion of probable cost for the project when the 90% design is submitted for review.
- i. Engineer shall prepare a full bidding contract manual for the project so that the project may be advertised for competitive bidding.
- j. The water service design will be submitted to WSDOH for review to ensure that it meets the cross connection prevention requirements.

Bidding Period Services

1. Engineer shall assist the District in bidding the project. The bidding phase services will consist of the following:
 - a. Engineer will answer questions from bidders and prepare addenda as necessary if changes to the contract documents are necessary.
 - b. Engineer will conduct a pre-bid meeting with interested bidders to review the scope of the project and review bidding and project requirements. Minutes from the pre-bid meeting will be incorporated into an addendum.
 - c. Engineer shall attend the bid opening and assist the district in the process. Engineer shall review the bids for consistency with the bidding requirements and prepare a bid tabulation and a recommendation of award of the project for the District to review.

Exclusions

No Construction services are included in this scope of work but may be added by amendment.

No environmental review will be included in this scope of work as the ground disturbance and scope of work should be exempt from environmental permitting requirements. If it is determined at a later point that an environmental review is required, it may be added by amendment.

No SEPA checklist will be prepared as the project is exempt from SEPA under Categorical Exemption 197-11-800(23)(b). A letter noting the exemption will be placed in the project files.

**Consultant Fee Determination Summary Sheet
Hartstene Pointe Water and Sewer District
WWTP Water Service Replacement**

TASK NUMBER	DESCRIPTION	Employee Type		HOURS	LABOR COST	ITEMIZED EXP	SUB COST	TOTAL COST
		Project Manager \$180.00	Engineer-in-Training \$110.00					
	Reimbursable Exp.			0	\$0	\$1,230		\$1,230
	Water Service Design	24	40	64	\$8,720	\$0	\$10,520	\$19,240
	Bidding Services	20	8	28	\$4,480	\$0	\$1,850	\$6,330
				0	\$0	\$0		\$0
				0	\$0	\$0		\$0
				0	\$0	\$0		\$0
				0		\$0		\$0
	Total Manhours	44	48	92				
	Total Labor Cost	\$7,920	\$5,280		\$13,200	\$1,230		
	Total Cost	\$7,920	\$5,280		\$13,200	\$1,230	\$12,370	\$26,800

**HARTSTENE POINTE WATER SEWER DISTRICT
MASON COUNTY, WASHINGTON**

RESOLUTION 2026-01

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF HARTSTENE
POINTE WATER SEWER DISTRICT, MASON COUNTY, WASHINGTON
ADJUSTING WAGE RANGES & SALARIES FOR DISTRICT EMPLOYEES**

WHEREAS, Hartstene Pointe Water-Sewer District (the “District”) is a special purpose district and municipal corporation organized under and governed by Title 57 RCW; and

WHEREAS, the Board of Commissioners (Board) approved wage ranges and set salaries for exempt positions in 2018; and,

WHEREAS, at its meeting of January 20, 2022, the Board considered & approved Cost of Living Adjustments (COLA) to wage ranges based on Consumer Price Index data and practices set forth by other utility districts; and,

WHEREAS, the Board recognizes the importance of competitively and fairly compensating employees; and,

WHEREAS, the Board considers it a priority to review wages and salaries at least once every fiscal year; now, therefore

BE IT RESOLVED by the Board of Commissioners of the Hartstene Pointe Water Sewer District, Mason County, Washington, as follows:

Section 1. Wage ranges for non-exempt positions and salaries for exempt positions will be reviewed by the Board annually.

Section 2. COLAs will be considered based on data from the appropriate Consumer Price Index(es). Additionally, compensation package data compiled from similar, regional utilities may be considered for comparison to ensure employees’ compensations are both competitive and reasonably in line with utility industries at large.

Section 3. All adjustments to wage ranges for employee positions and salaries for exempt positions are to be approved by commissioners at open public meetings, following the standard practice of the Board since 2018.

Section 4. It is in the General Manager’s purview to raise non-exempt employee wages at his/her discretion based upon evaluations of employee performance and/or an employee attaining a state certification valued by the District. Wages must remain within Board-approved ranges.

[signatures on following page]

Non-Operator Duties

- Updated and implemented coliform monitoring plan, and submitted to DOH
- Write and update SOP's
- Plan and coordinate work with contractors
- Make decisions about contracted work
- Make decisions that directly affect treatment of water and wastewater
- Make decisions that directly affect water and wastewater projects and improvements
- Take calls from residents
- Respond to emergencies, or problems with customer's water or sewer after hours
- Future planning and research of new equipment for better treatment of water and wastewater.
- Send out email blasts
- Asset management
- Capital Improvement Plan
- Check accuracy of reserve study
- Get quotes for parts and equipment, ordering when approved
- Attend and participate in weekly construction meetings
- Attend and participate in BOC meetings
- Prepare and submit monthly Chlorination Report to DOH
- Prepare and submit Water Use Efficiency Report to DOH
- Prepare and submit CCR DOH
- Prepare and submit Monthly, Quarterly, and Annual DMR's to ECY
- Prepare and submit Annual I&I Report to ECY
- Prepare and submit Annual Wasteload Assessment to ECY
- Order chemicals
- Schedule maintenance of equipment, calibrations, and deliveries
- Train new employees in operational tasks
- Check SCADA over weekend
- Manually operate SCADA remotely after hours/over weekend during storm events
- Active learning about budgeting