

MANCHESTER WATER DISTRICT
Resolution No. 2025-12

**A RESOLUTION OF THE MANCHESTER WATER DISTRICT ADOPTING A
FRANCHISE AGREEMENT WITH KITSAP COUNTY FOR WATER
INFRASTRUCTURE LOCATED IN KITSAP COUNTY ROADS**

WHEREAS, Manchester Water District constructs, owns, operates, and maintains water lines and water utility infrastructure in, over, along and under Kitsap County roads located in Kitsap County; and

WHEREAS, the previous Franchise Agreement between Manchester Water District and Kitsap County was for a period of 25 years and expired on July 17, 2025; and

WHEREAS, the new Franchise Agreement consists of updated terms and conditions in which Manchester Water District must adhere to when working in County Roads; and

WHEREAS, the new Franchise Agreement is for a period of 25 years from the date of execution; and

WHEREAS, Kitsap County and Manchester Water District have agreed and confirmed that approving a new Franchise Agreement is in the best interest of the public and Manchester Water District's ratepayers.

NOW, THEREFORE BE IT RESOLVED that the Board of Commissioners of the Manchester Water District hereby adopt the Kitsap County Franchise Agreement, attached hereto as Exhibit A.

THIS RESOLUTION was duly considered and approved by the Manchester Water District Board of Commissioners in a regularly scheduled open public meeting on October 14, 2025.

1. **Ratification.** Any act consistent with the authority granted pursuant to this Resolution occurring prior to the effective date of this Resolution is hereby ratified and affirmed; and
2. **Severability.** The provisions of this Resolution are declared separate and severable. The invalidity of any clause, sentence, paragraph, subdivision, section or portion of this resolution or the invalidity of the application thereof to any person or circumstances, shall not affect the validity of the remainder of the resolution, or the validity of its application to other persons or circumstances; and

3. **Effective Date.** This resolution shall become effective immediately upon adoption and signature as provided by law.

ADOPTED by the Manchester Water District Board of Commissioners on
October 14, 2025.



Steve Pedersen
Board Chair



James E. Strode
Secretary



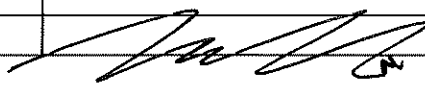
Robert Ballard
Commissioner

Approved as to Form:


Ken Bagwell, District Attorney



Meeting Date:
Agenda Item No:

<u>Kitsap County Board of Commissioners</u>			
Office/Department:		Public Works-Roads	
Staff Contact:		Joe Rutan	
Agenda Item Title:		KC-463-25 Franchise Agreement with Manchester Water District	
Recommended Action: Move that the Board of County Commissioners approve a Franchise Agreement with Manchester Water District.			
Summary:	This Franchise Agreement allows Manchester Water District to construct, upgrade, operate and maintain water lines, facilities, and appurtenances in, over, along and under County Roads, Highways in Kitsap County, Washington.		
Attachments:	1. Contract Review Sheet 2. Franchise Agreement		
Fiscal Impact for this Specific Action			
Expenditure required for this specific action:		\$0	
Related Revenue for this specific action:		\$0	
Cost Savings for this specific action:		\$0	
Net Fiscal Impact:		\$0	
Source of Funds:		Road Fund	
Fiscal Impact for Total Project			
Project Costs:		\$0	
Project Costs Savings:		\$0	
Project Related Revenue:		\$0	
Project Net Total:		\$0	
Office/Departmental Review & Coordination			
Office/Department		Elected Official/Department Director	
Public Works-Roads		Kory Anglesey	
			
Contract Information			
Contract Number	Date Original Contract or Amendment Approved	Amount of Original Contract Amendment	Total Amount of Amended Contract
KC-463-25			



Kitsap County
CONTRACT REVIEW SHEET
(Chapter 3.56 KCC)

A. CONTRACT INFORMATION *(for Contract Signing Authority, see KCC 3.56.075)*

1. Contractor Manchester Water District
2. Purpose Franchise Agreement
3. Contract Amount \$0 Disburse ☐ Receive ☐
4. Contract Term _____
5. Contract Administrator Joe Rutan Phone 360-337-4893
Approved: Joe Rutan Date 9/11/2025
Department Director

B. AUDITOR – Accounting Information

1. Contract Control No. KC-463-25
2. Fund Name Road Fund
3. Payment from-Revenue to Program/Revenue or Spend Category N/A
Reviewer Christopher Ferranti Date 9/22/2025
4. Comments: Zero-dollar agreement

C. AUDITOR – Grant Review

Signature only required if grant funded contract

1. ☐ Approved ☐ Not Approved
Reviewer _____ Date _____
2. Comments: Prior to bid

D. ADMINISTRATIVE SERVICES DEPARTMENT – Risk Manager Review

1. ☒ Approved ☐ Not Approved
Reviewer Timothy M. Perez Date 9/19/2025
2. Comments:

E. ADMINISTRATIVE SERVICES DEPARTMENT – Budget Manager Review

Signature required if \$50,000 or more OR if signed by Board of Commissioners (regardless of dollar amount)

1. ☒ Approved ☐ Not Approved
Reviewer Toby Linzmeier Date 9/16/2025
2. Comments:

F. HUMAN RESOURCES – Human Resources Director Review

Signature only required if union or employment contract

1. ☐ Approved ☐ Not Approved
Reviewer _____ Date _____
2. Comments:

G. INFORMATION SERVICES – Information Services Director Review

Signature only required if technology contract

1. ☐ Approved ☐ Not Approved
Reviewer _____ Date _____
2. Comments:

H. PROSECUTING ATTORNEY

1. ☒ Approved as to Form ☐ Not Approved as to Form
Reviewer Sara R. Cassidy Date 09-18-2025
2. Comments:

Date Approved by Authorized Contract Signer:
RETURN SIGNED ORIGINALS TO:

Date _____
Brandi Wilson @ MS-26

IN THE MATTER OF THE APPLICATION OF

MANCHESTER WATER DISTRICT

DOING BUSINESS IN THE STATE OF WASHINGTON

FRANCHISE

AT **Manchester, Washington**

FOR A FRANCHISE TO CONSTRUCT, OPERATE,
AND MAINTAIN **WATER** LINES IN, OVER,
ALONG AND UNDER COUNTY ROADS,
HIGHWAYS, INKITSAP COUNTY, WASHINGTON

Application of MANCHESTER WATER DISTRICT doing business in Washington at PO Box 98, Manchester WA 98353 , for a franchise to construct, upgrade, operate and maintain WATER lines, facilities, and appurtenances in, over, along and under County Roads, Highways in Kitsap County, Washington, as hereinafter set forth, having come on regularly for hearing before the County Commissioners of Kitsap County, Washington, on the _____ day of _____, 20__ at the hour of _____ O'clock a.m. or p.m., under the provisions of RCW 36.55, RCW 80.32.010 and RCW 80.36.040, and it appearing to the Board that notice of said hearing has been duly given as required by law, and that it is in the public interest to grant the franchise herein granted; NOW THEREFORE,

IT IS ORDERED that a franchise be, and the same is hereby given and granted to MANCHESTER WATER DISTRICT, doing business in the State of Washington, at PO Box 98, Manchester, WA 98353 , their successors and assigns, hereinafter referred to as the Grantee, for a period of _____ years (no more than fifty (50) years) from and after the date of the entry of this order, to construct, upgrade, operate and maintain WATER lines, facilities, and appurtenances in, under, along and over the following described public County roads and County property in Kitsap County, Washington, to-wit:

Tax Parcel No. N/A (Right of Way)

(DESCRIPTION OF ROADS AND PROPERTY)

All County roads in areas of Kitsap County.

EXHIBIT "A"

(SEE ATTACHED)

This franchise is granted upon the following express terms and conditions, to-wit:

I

The said **MANCHESTER WATER DISTRICT**, THEIR successors and assigns (hereinafter designated as the "Grantee") shall have the right and authority to enter upon the above-mentioned County roads, rights of way as designated hereinbefore, for the purpose of constructing **WATER** lines and all necessary facilities and appurtenances connected therewith, and for repairing all such lines, facilities and appurtenances, and for operating and maintaining said lines, facilities and appurtenances.

II

All construction and installation work where crossing County roads or rights of way or other outside of the corporate limits of any incorporated city shall be subject to the approval and pass the inspection of the County Engineer.

III

Prior to commencement of construction of said **WATER** lines, facilities and appurtenances, Grantee shall first file with the County Engineer **THEIR** applications for permits to do such work together with plans and specifications in triplicate showing the position, depth and location of all such lines and facilities sought to be constructed, laid, installed or erected at that time, showing their relative position to existing County roads, rights of way or other County property upon plans drawn to scale, hereinafter collectively referred to as the "map of definite location." Application for permits shall be submitted to the County Engineer the next business day, or as reasonably feasible, during instances of unanticipated emergency repairs.

The lines, appurtenances, and facilities shall be laid in exact conformity with said map of definite location, except in instances in which deviation may be allowed thereafter in writing by the County Engineer pursuant to application by Grantee. The plans and specifications shall specify the class and type of material and equipment to be used, manner of excavation, construction, installation, backfill, erection of temporary structures, erection of permanent structures, traffic control, traffic turnouts and road obstructions, etc. No such construction shall be commenced, except for emergency repairs, without the Grantee first securing a written permit from the County Engineer, including approval

endorsed on one set of plans and specifications returned to the Grantee. All such work shall be subject to the approval of and shall pass the inspection of the County Engineer. The Grantee shall pay all the costs of and expenses incurred in the examination, inspection and approval of such work on account of granting the said permits.

IV

In any work which requires breaking of soil of the County roads, rights of way or other County property subject to this franchise for the purpose of laying, re-laying, connecting, disconnecting and repairing the said **WATER** lines, appurtenances and facilities, and making connections between the same to structures and buildings of consumers or making connections to other facilities of the grantee now in existence or hereafter constructed, the Grantee shall be governed by and conform to the general rules adopted by the officers charged with the supervision and care of such County roads, rights of way, and other County property; and the Grantee at **THEIR** own expense and with all convenient speed shall complete the work for which the soil has been broken and forthwith replace the work and make good the County road, right of way or County property and leave the same in as good condition as before the work was commenced; provided, however, that no such breaking of the soil on the County roads, rights of way, or other County property shall be done prior to the obtaining of a permit issued by the County Engineer, except for instances of emergency repairs of which a permit will be obtained after the repair is completed. Application for such permit shall be accompanied by specifications for the restoration of the County road, right of way or other County property to the same condition as it was prior to such breaking, and such specifications must be approved by the County Engineer before such breaking of the soil is commenced, except for emergency repairs as described above; provided further that the County Engineer may require a performance bond in a sum sufficient to guarantee to Kitsap County that such County road, right of way or other County property shall be restored to the same condition as it was prior to such breaking of the soil, the amount of said bond to be fixed by the County Engineer. The Grantee shall pay all costs of and expenses incurred in the examination, inspection and approval of such restoration. The County Commissioners and/or County Engineer may at any time do, order or have done any and all work that they consider necessary to restore to a safe condition such County road, right of way or other County property left by the Grantee or **THEIR** agents in a condition dangerous to life or property, and the Grantee upon demand shall pay to the County all costs of such work.

V

All **WATER** lines, appurtenances and facilities constructed, operated and maintained across County roads, rights of way or other County property covered by this

franchise shall be constructed, operated and maintained in compliance with the provisions of Chapter 11.32, Kitsap County Code - Accommodations of Road Right of Way as presently codified or as hereafter amended. The **WATER** lines shall be laid as directed by the County Engineer at depths of not less than that specified in the Chapter referred to above. All construction or installation of such lines, appurtenances and facilities, service repair, or relocation of the same, performed along or under the County roads, rights of way or other County property subject to this franchise shall be done in such a manner as not to interfere with the construction and maintenance of other utilities, public or private, drains, drainage ditches and structures, irrigation ditches and structures, located therein, nor with the grading or improvements of such County roads, rights of way or other County property. The owners of all utilities, public or private, installed in such County roads, rights of way or other County property prior in time to the lines, appurtenances and facilities of the Grantee shall have preference as to the positioning and location of such utilities installed with respect to the Grantee. Such preference shall continue in the event of the necessity of relocating or changing the grade of any such County Road or right of way.

VI

All work done under this franchise shall be done in a thorough and workman-like manner. In the laying of **WATER** lines and the construction of other appurtenances and facilities, the opening of trenches, the tunneling under County roads, rights of way of other County property, the Grantee shall leave such trenches, ditches and tunnels in such a way as to interfere as little as possible with public travel and shall take all due and necessary precautions to guard the same, so that damage or injury shall not occur or arise by reason of such work; and where any of such trenches, ditches or tunnels are left open at night, the Grantee shall place warning lights and barricades at such a position as to give adequate warning of such work. The Grantee shall be liable for any injury to person or persons or damage to property sustained through **THEIR** carelessness or neglect, or through any failure or neglect to properly guard or give warning of any trenches, ditches or tunnels dug or maintained by the Grantee.

VII

The County of Kitsap in granting this franchise does not waive any rights which it now has or may hereafter acquire with respect to County roads, rights of way or other County property and this franchise shall not be construed to deprive the County of any powers, rights or privileges which it now has or may hereafter acquire to regulate the use of and to control the County roads, rights of way and other County property covered by this franchise.

VIII

If at any time the County of Kitsap shall improve or change any County road, right of way or other County property subject to this franchise by grading or regrading, planking or paving the same, changing the grade, altering, changing, repairing or relocating the same or by constructing drainage facilities, the Grantee upon written notice from the County Engineer shall, at **THEIR** sole expense, change the location or readjust the elevation of **WATER** lines and other facilities so that the same shall not interfere with such County work and so that such lines and facilities shall conform to such new grades or routes as may be established. The County of Kitsap shall give Grantee sufficient time to prepare, plan, and budget for required modifications to the WATER lines, appurtenances and facilities. The County of Kitsap shall in no way be held liable for any damage to said Grantee that may occur because of any of the County's improvements, changes or works above enumerated.

All work to be performed by the Grantee under this section shall be under the direction and approval and shall pass the inspection of the County Engineer. The Grantee shall pay all the costs of and expenses incurred in the examination, inspection and approval of such work.

IX

The laying, construction, operation and maintenance of the Grantee's **WATER** lines, appurtenances and facilities authorized by the franchise shall not preclude the County of Kitsap, its agents or its contractors from blasting, grading, excavating, or doing other necessary road work contiguous to the said lines and facilities of the Grantee providing that the grantee shall be given forty-eight (48) hours' notice of said blasting or other work in order that the Grantee may protect **WATER** lines and facilities.

X

Before any work is performed under this franchise which may affect any existing monuments or markers of any nature relating to subdivisions, plats, roads and all other surveys, the Grantee shall reference all such monuments and markers as required by RCW 58.04.015 and WAC 332-120-040. The reference points shall be so located that they will not be disturbed during the Grantee's operations under this franchise. The method of referencing these monuments or other points to be referenced shall be approved by the County Engineer. The replacement of all such monuments or markers disturbed during construction shall be made as expeditiously as conditions permit, and as directed by the

County Engineer. The cost of monuments or other markers lost, destroyed, or disturbed, and the expense of replacement by approved monuments shall be borne by the Grantee.

A complete set of reference notes for monument and other ties shall be filed with the office of the Kitsap County Engineer.

XI

Whenever a county road or any portion thereof is vacated the legislative body may include in the resolution authorizing the vacation a provision that the county retain an easement in respect to the vacated land for the construction, repair, and maintenance of public utilities and services which at the time the resolution is adopted are authorized or are physically located on a portion of the land being vacated: PROVIDED, That the legislative body shall not convey such easement to any public utility or other entity or person but may convey a permit or franchise to a public utility to effectuate the intent of this section. The term "public utility" as used in this section shall include utilities owned, operated, or maintained by every gas company, electrical company, telephone company, telegraph company, and water company whether such company is privately owned or owned by a governmental entity.

XII

The Grantee does hereby agree to protect, save harmless and defend the County of Kitsap from all claims, actions or damages of every kind and description which may occur to or be suffered by any person or persons, corporation or property by reason of the construction, operation and maintenance of the Grantee's said **WATER** lines, appurtenances and facilities. In case that suit, or action is brought against the County of Kitsap for damages arising out of or by reason of the above-mentioned causes, the Grantee will upon notice to him of the commencement of said action defend the same at THEIR sole cost and expense and in case judgment shall be rendered against the County of Kitsap in suit or action, the Grantee will fully satisfy said judgment within ninety (90) days after said suit or action shall have finally been determined if determined adversely to Kitsap County. Upon the Grantee's failure to satisfy said judgment within the ninety (90) day period, this franchise shall at once cease and terminate and the County of Kitsap shall have a lien upon the **WATER** lines, appurtenances, and all other facilities used in the construction, operation and maintenance of the Grantee's **WATER** system which may be enforced against the property for the full amount of any such judgment so taken against Kitsap County.

Acceptance by the County of any work performed by the Grantee at the time of completion shall not be grounds for avoidance of this covenant.

XIII

This franchise shall not be deemed to be an exclusive franchise. It shall in no manner prohibit the County of Kitsap from granting other utilities under, along, across, over and upon any of the County roads, rights of way or other County property subject to this franchise and shall in no way prevent or prohibit the County of Kitsap from constructing, altering, maintaining or using any of said roads, rights of way, drainage structures or facilities, irrigation structures or facilities, or any other County property or affect its jurisdiction over them or any part of them with full power to make all necessary changes, relocations, repairs, maintenance, etc., the same as the County may deem fit.

XIV

All the provisions, conditions, regulations and requirements herein contained shall be binding upon the successors and assigns of the Grantee, and all privileges, as well as all obligations and liability of the Grantee, shall ensure to its successors and assigns equally as if they were specifically mentioned wherever the Grantee is mentioned.

XV

The Grantee, its successors and assigns, shall not sell, transfer or assign this franchise without first securing the written permission to do so of the Board of County Commissioners of Kitsap County.

XVI

Whenever any of the County roads, rights of way or other County property as designated in this franchise, by reason of the subsequent incorporation of any town or city, or extension of the limits of any town or city, shall fall within the city or town limits, or other County property so included with city or town limits; but this franchise shall continue in force and effects to all County roads, rights-of-way or other County property not so included in city or town limits.

XVII

The Grantee shall commence construction work under this franchise within a reasonable time after the grant for the construction is made after the effective date hereof and after first securing all necessary approvals and permits from the Kitsap County Engineer. Five (5)

years from the date of this franchise, the rights conferred hereby to the Grantee may, at the election of the Board of Commissioners of Kitsap County, and pursuant to notice, be terminated with respect to those County roads, rights of way and other County property or portions thereof upon which the Grantee has not laid, constructed and placed in operation **WATER** lines, appurtenances and facilities.

XVIII

In preparing Plans and Specifications for the installation of **WATER** lines across County roads and rights of way the Grantee shall use as a guide and reference the latest compilation of the Standard Specifications for Road, Bridge, and Municipal Construction established by the Washington State Transportation Commission and/or the American Public Works Association (APWA).

All plans and specifications for County Road crossings shall be subject to approval of the County Engineer.

Notwithstanding the provisions of this section, the County Engineer may require or permit modifications of such specifications referred to in this section and approve such plans and specifications submitted by the Grantee in applying for a permit for such work.

XIX

If the Grantee shall willfully violate or fail to comply with any of the provisions of this franchise through willful or unreasonable neglect or fail to heed or comply with any notice given the Grantee under the provision of this grant, then the said Grantee shall forfeit all rights conferred hereunder and this franchise may be revoked or annulled by the Board of County Commissioners.

XX

Kitsap County reserves for itself the right at any time upon ninety (90) days written notice to the Grantee, to so change, amend, modify or amplify any of the provisions or conditions herein enumerated to conform to any State statute or County regulation, relating to the public welfare, health, safety or highway regulation, as may hereafter be enacted, adopted or promulgated and this franchise may be terminated at any time if the Grantee's lines, appurtenances and facilities are not operated or maintained in accordance with such statute or regulation.

XXI

This franchise is hereby granted for a period of not more than twenty-five (25) years, subject to all termination clauses within this agreement.

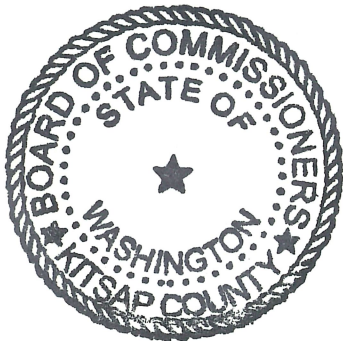
XXII

This agreement is contingent on Grantee's compliance with the provisions of RCW 70.116 and all applicable County resolutions, ordinances and plans implementing said statute.

XXIII

The full acceptance of this franchise and all its terms and conditions within thirty (30) days from _____, by, _____ State of Washington, in writing, to be filed with the Clerk of the Board of County Commissioners of Kitsap County and shall be a condition precedent to its taking effect, and unless the franchise is accepted within such time, this grant shall be null and void.

DATED this 13th day of october, 2025.



BOARD OF COUNTY COMMISSIONERS
KITSAP COUNTY, WASHINGTON

Christine Rolfes

CHRISTINE ROLFES, Chair

Oran Root

ORAN ROOT, Commissioner

Katherine T. Walters

KATHERINE T. WALTERS, Commissioner

ATTEST:

Dana Daniels

Dana Daniels, Clerk of the Board