

**INTERDEPARTMENTAL AGREEMENT  
FOR GOLD MOUNTAIN GOLF COMPLEX LEASE  
AND IRRIGATION WATER SUPPLY**

**I. LEASE**

**WHEREAS**, the City of Bremerton Department of Public Works & Utilities, through its Water Utility division, (hereinafter known as “Utility”), owns a parcel of land located south of the West Belfair Valley Road, Kitsap County, Washington legally described in Section 1 below; and

**WHEREAS**, the City of Bremerton Department of Parks and Recreation, (hereinafter known as “Parks”), operates and maintains a golf complex facility upon said property known as the Gold Mountain Golf Complex, and

**WHEREAS**, the land Lease and Irrigation Water Supply Agreement for said property executed by the parties on August 18, 2010 has expired and the parties desire to enter into a new Lease and Irrigation Water Supply Agreement,

**NOW THEREFORE**, both parties agree as follows:

1. **Premises.** Utility is the owner of approximately 320 acres of land legally described as follows:

Part W1/2 NE1/4, part NW1/4 SE1/4, part N1/2 SW1/4, part NW1/4,  
Section 1; part E1/2 NE1/4 Section 2; all in Township 23 North,  
Range 1 West, W.M.

Part SE1/4 SE1/4 Section 35; part SW1/4 SE1/4, part SW1/4 Section  
36; all in Township 24 North, Range 1 West, W.M.

which is delineated on the map in **Exhibit A** attached hereto and made a part of this agreement by this reference.

The Utility hereby leases to Parks, and Parks hereby leases from the Utility, the above-described real property, together with all the rights, privileges, and easements thereon (hereby referred to as the “Premises”), for the uses and purposes described below. The leased Premises herein do not include the Gold Mountain Clubhouse and related golf facilities and improvements which are improvements owned by Parks.

2. **Uses and Purposes.** Parks shall have the use and occupancy of said Premises for the purpose of operating and maintaining a golf complex.

3. **Term.** The term of this lease shall begin January 1, 2021 and terminate December 31, 2030 subject to the terms and conditions contained herein.

*Gold Mountain Golf Complex  
Lease and Irrigation Water Agreement*

4. **Modification.** An annual review by the Utility, Parks and its Contractors shall occur no later than forty-five (45) days prior to the anniversary date of this agreement to discuss issues and propose any revisions or adjustments in the agreement. This agreement may only be modified by written instrument signed by both Parties.

5. **Rent.** Parks covenants to pay to the Utility as rental for the Premises, the sum of **\$5395.00 per month**. Commencing January 1, 2021, and on January 1<sup>st</sup> of each successive year thereafter, rent shall automatically be increased based upon the most current Consumer Price Index (CPI) for all urban consumers, Seattle. A negative CPI will result in no change to the rent.

6. **Responsibilities.** The Utility agrees to provide said premises as is. Parks agrees to fully maintain and operate the Premises only as a golf complex and further agrees to provide all repairs and maintenance to the Premises. Parks also agrees to provide, or shall otherwise pay for when due, all costs for providing utilities and other services upon the Premises. Any environmental damage or costs attributable to the operation or development of the golf course complex facility shall be the sole responsibility of Parks and/or its Contractors.

Other specific responsibilities and conditions are described in **Exhibit B**, attached hereto and made a part of this agreement by this reference.

7. **Easements.** The Utility retains utility and access easements over the leased Premises as currently developed. Parks may relocate these easements, after consultation with the Utility, at Parks' expense. New utility and access easements shall be developed after consultation between the parties.

8. **Timber.** The Utility shall retain ownership of all timber on and adjacent to the Premises and shall have the right to manage such timber as long as it does not unduly interfere with the operation and maintenance of the golf course and club house facilities. Parks shall consult with the Utility prior to falling or removing any timber in conjunction with golf course operations or maintenance. The Utility shall receive the net value of any harvested timber.

9. **Biosolids.** The Utility shall retain the right to apply biosolids pursuant to the General Biosolid Permit with the Department of Ecology, but agrees to use all reasonable application and storage techniques to minimize odor incursion. The locations of the biosolids storage facilities are shown on **Exhibit C**, attached hereto and made a part of this agreement by this reference.

## **II. IRRIGATION WATER SUPPLY SECTION**

**THE TERMS AND CONDITIONS** for the sale of water by the Utility for the irrigation of the Bremerton Gold Mountain Golf Course Complex (hereinafter known as the "Golf Course") through Parks is subject to the terms and conditions set forth herein. The Utility agrees to sell and deliver to Parks and Parks agrees to purchase and receive water to be used for irrigation of the Golf Complex.

1. **Term.** The term of this section for irrigation water supply shall be the same and run

*Gold Mountain Golf Complex  
Lease and Irrigation Water Agreement*

concurrently with the lease section of this agreement.

2. **Interruptible Service.** Due to water storage facilities operated by the Golf Course; and due to the need of the Utility to meet peaking demands on its water system, it is agreed to be in the best interest of both parties that the provision of irrigation water pursuant to this agreement be on an interruptible basis.

Upon notification by the Utility to Parks, delivery of irrigation water pursuant to this agreement may be immediately suspended entirely for a period not to exceed fourteen (14) consecutive days. Further, provision of irrigation water may be restricted to some lesser degree for longer periods of time. Such interruptions shall not be of excessive time or duration as to exceed the capacity of the Golf Course to meet its irrigation needs from a combination of current irrigation water deliveries by the Utility and a draw-down of Golf Course storage facilities.

3. **Rates.** The Utility agrees to charge Parks and Parks agrees to pay the Utility for all irrigation water delivered pursuant to this agreement at the rate of **\$1.56 per hundred cubic feet (HCF)**. This rate has been computed based upon considerations set forth in Section 2 above detailing the Interruptible Service provided to the Golf Course. Rates shall be adjusted each calendar year by the same percentage change as that made to the water rates for commercial customers over the preceding year.

4. **Payment.** Payment for irrigation water supplied pursuant to this agreement shall be consistent with the same terms and conditions as applied to the Utility's retail customers.

5. **Facilities.** The Utility agrees to furnish, install and maintain all facilities necessary to provide service at the currently established points of irrigation water delivery. Title to all such facilities shall remain with the Utility.

6. **Measurement.** Irrigation water provided pursuant to this agreement shall be metered where appropriate by suitable metering equipment of standard manufacture. This equipment shall be installed and maintained by the Utility at its expense. In the event of failure of metering equipment, the Utility shall estimate the amount of irrigation water delivered for the period of time during each failure.

7. **Reporting Requirement.** The Utility shall assume responsibility for preparing, maintaining and filing all reports required as a result of providing irrigation water pursuant to this agreement.

*Gold Mountain Golf Complex  
Lease and Irrigation Water Agreement*

**IN WITNESS WHEREOF**, the parties hereto have affixed their signatures below.

CITY OF BREMERTON

DocuSigned by:  
*Greg Wheeler*  
BY: \_\_\_\_\_  
GREG WHEELER, Mayor

DATE: 1/12/2021

**DEPARTMENTAL APPROVALS:**

DocuSigned by:  
*Thomas Knuckey*  
43789A49B3874BD...  
THOMAS KNUCKEY, Director of Public Works & Utilities

DocuSigned by:  
*Jeff Elevado*  
D680D3BEE8F6498...  
JEFF ELEVADO, Director of Parks & Recreation

**APPROVED AS TO FORM:**

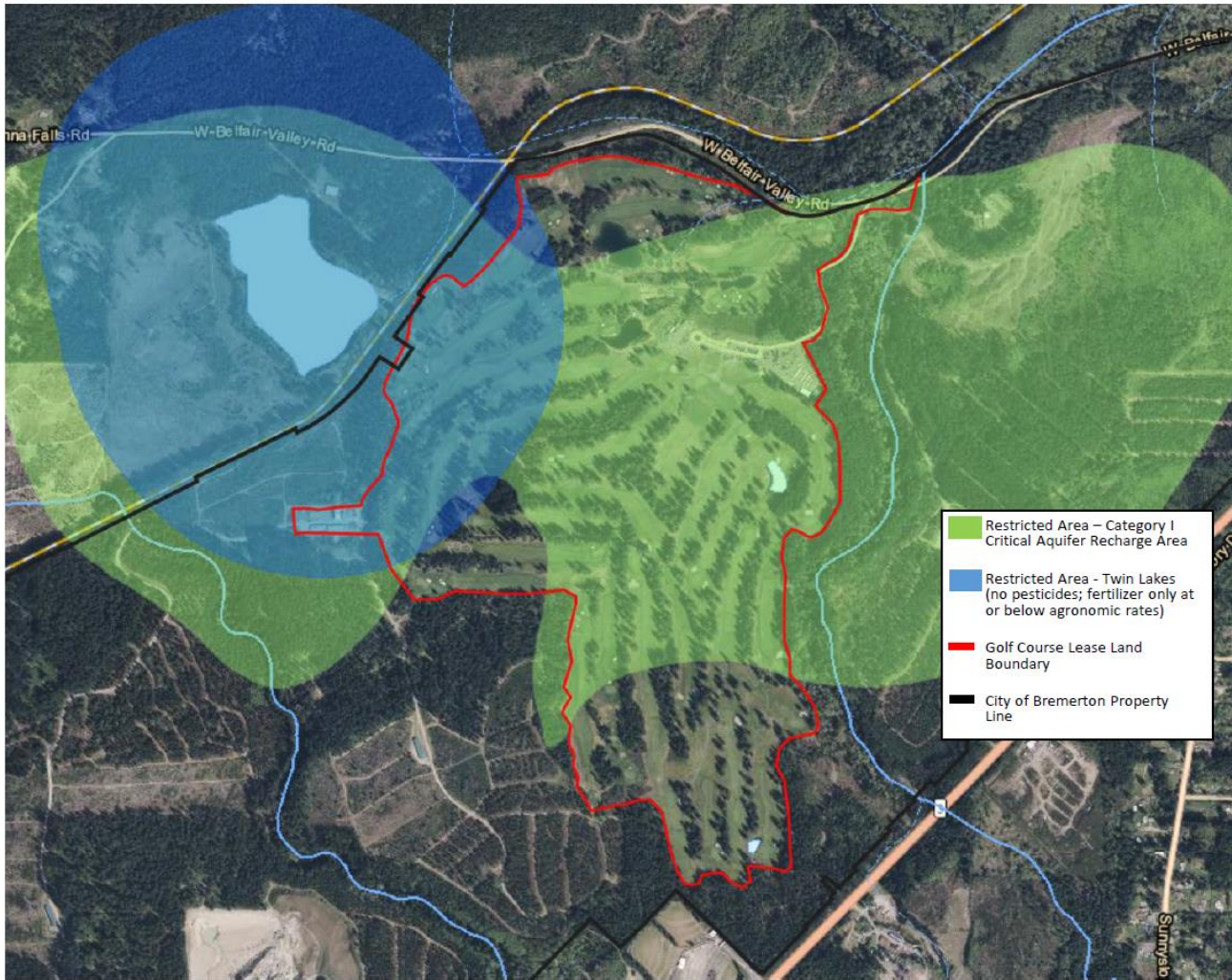
DocuSigned by:  
*Michael Raya*  
52ACBE8381B0462...  
ROGER LUBOVICH, City Attorney

**RECEIVED FOR FILING:**

DocuSigned by:  
*Angela Hoover*  
24ED6ED4E46C41F...  
ANGELA HOOVER, City Clerk

*Gold Mountain Golf Complex  
Lease and Irrigation Water Agreement*

## EXHIBIT A MAP OF LEASED PREMISES WITH WELLHEAD PROTECTION AREAS



**Exhibit A.** Golf Course Lease Land Boundary and Restricted Areas based on Twin Lakes 1600-ft buffer and 10-year time-of-travel zones for Wells 15, 17, 18R, 19 & 20, which are not protected by an overlying protective impermeable layer. (2019 Wellhead Protection Plan Update, USGS Kitsap Groundwater Model, BMC 20.14.400 Critical Aquifer Recharge Areas)

**EXHIBIT B**  
**SPECIFIC RESPONSIBILITIES AND CONDITIONS**

**Water Use and Protection Issues**

The golf course facilities include the 1, 5, and 10-year time-of-travel zones that are within Wellhead Protection Areas for Wells 15, 17, 18, 19 and 20. Wellhead Protection Areas are delineated on **Exhibit A**. Because of the need to protect and conserve the City's water resources, the following are to be implemented as part of the management and maintenance of the golf course facilities by Parks and its Contractors:

- A.** Use of Irrigation Well 16 should be maximized as much as possible.
- B.** Irrigation shall be conducted in such a manner to not exceed the evapotranspiration needs of the species of turf being grown. Parks and its Contractors shall develop irrigation practices that conserve water. An on-site weather station shall be maintained to provide evapotranspiration rates used to calculate irrigation rates and times. Soil moisture meters shall be used to guide watering. Annual evapotranspiration data will be reported to the Water Utility Manager no later than February 28<sup>th</sup>.
- C.** Irrigation system should be monitored for leaks. Repairs should be made as soon as possible to avoid wasting water.
- D.** Parks and its Contractor shall develop and implement practices, such as aerification of short cut turf, to promote healthy turf growth requiring less water.
- E.** Parks and its Contractor shall continue to promote native vegetation areas throughout property to reduce water usage and reduce fertilizer and pesticide application.
- F.** Nitrogen-containing fertilizer is to be used at agronomic rates and applied in such a manner as to preclude nitrate leaching into groundwater. Parks or its Contractor shall provide the Water Utility Manager with a "Fertilizer Application Plan" for approval. An annual report shall be submitted to the Water Utility Manager describing fertilizer applications, amounts, locations and dates. The report shall be submitted no later than February 28<sup>th</sup> annually.
- G.** No use of any pesticide shall be made on the Premises that has an EPA "groundwater advisory" or is listed as "persistent, bio-accumulative, and toxic", or is listed on the National Primary Drinking Water Regulations. Public Works reserves the right to prohibit the use of other pesticides as appropriate and will notify Parks or its Contractors when this action is to be taken. Parks or its Contractor shall provide the Water Utility Manager with a "Pesticide Use Plan" for approval. An annual report shall be submitted to the Water Utility Manager describing pesticide applications, amounts, locations and dates. The report shall be submitted no later than February 28<sup>th</sup> annually.
- H.** Best Management Practices (BMPs) for fertilizer and pesticide applications shall be developed by Parks and its Contractors and followed by personnel involved in the handling and application of these materials.
- I.** Storage of fuel and chemical shall be as prescribed by appropriate regulations. BMPs shall be developed and followed for storage. As part of Public Works Wellhead Protection Program, regular on-site inspections of fuel and chemical storage shall be conducted by Public Works personnel.

*Gold Mountain Golf Complex*  
*Lease and Irrigation Water Agreement*

## **Access**

Access roads and security gates used for the golf course maintenance facility are also utilized by Public Works personnel for forest management and biosolids program activities. Federal, State and Local regulations require restrictive access to adjacent biosolids application areas. The following will be observed by Parks and its Contractors:

- J.** Gates shall be kept secured at all times (closed during business hours and locked after hours).
- K.** Road maintenance costs shall be cost-shared based on actual usage for the 1.3 miles of main access road ("9000" Road).
- L.** Vehicle speed shall not exceed 15 miles per hour on the 9000 access road.

## **Grounds and Buildings**

- M.** Buildings and grounds shall be kept in good repair.
- N.** Garbage and debris shall not be allowed to accumulate on the Premises.
- O.** Vegetation waste shall be disposed, treated or re-used so as not to accumulate on the Premises.



## EXHIBIT C BIOSOLIDS STORAGE FACILITY LOCATIONS



*Gold Mountain Golf Complex  
Lease and Irrigation Water Agreement*