



**Meeting Location:**  
Council Chambers, 3<sup>rd</sup> Floor  
216 Prospect Street  
Port Orchard, WA 98366

**Contact us:**  
Phone (360) 876-4407  
[cityhall@portorchardwa.gov](mailto:cityhall@portorchardwa.gov)  
[www.portorchardwa.gov](http://www.portorchardwa.gov)

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**City of Port Orchard City Council  
Regular Meeting Agenda  
April 9, 2024  
6:30 p.m.**

Pursuant to the Open Public Meetings Act, Chapter 42.30 RCW, the City Council is conducting its public meeting in a hybrid format with options for in-person attendance in the Council Chambers at City Hall or remote viewing and participation via Zoom (link below). The meeting is streamed live on the City's YouTube channel, click [here](#).

**Remote access**

**Link:** <https://us02web.zoom.us/j/87656159851>

**Zoom Meeting ID:** 876 5615 9851

**Zoom Call-In:** 1.253.215.8782

**Guiding Principles**

- Are we raising the bar?
- Are we honoring the past, but not living in the past?
- Are we building connections with outside partners?
- Is the decision-making process positively impacting diversity, equity, and inclusion?

**1. CALL TO ORDER**

- A. Pledge of Allegiance

**2. APPROVAL OF AGENDA**

**3. CITIZENS COMMENTS ON AGENDA ITEMS**

*(This is an opportunity for citizens to address the City Council on agenda items that are not associated with a Public Hearing on this agenda. Comments are limited to **3 minutes**. Please approach the podium or raise your Zoom hand if viewing remotely and wait to be recognized by the Mayor. Then, state your name for the official record. If you are attending remotely by Zoom via telephone, enter \*9 from your keypad to raise your hand.)*

**4. CONSENT AGENDA**

*(Items listed are to be considered routine in nature and are grouped together in a single motion. A Councilmember may remove an item for separate consideration upon request. In the event of such request, the item is placed under Business Items.)*

- A. Approval of Vouchers and Electronic Payments
- B. Approval of Payroll and Direct Deposits
- C. [Approval of Amendment No. 5 to Contract No. 002-21 with AtWork! Commercial Enterprise, LLC for Tremont Landscaping Maintenance \(Ryan\) Page 4](#)
- D. [Approval of Amendment No. 5 to Contract No. 007-21 with AtWork! Commercial Enterprise, LLC for Various Areas Landscaping Maintenance \(Ryan\) Page 38](#)
- E. [Approval of Road Closures for a Special Event: The Unforgotten: Run to Tahoma \(Wallace\) Page 61](#)
- F. [Approval of the March 19, 2024, City Council Work Study Minutes Page 71](#)

**5. PRESENTATION**

## 6. PUBLIC HEARING

*(Accepting public testimony from citizens limited to the specific item listed)*

## 7. BUSINESS ITEMS

- A. Adoption of a Resolution Approving the Purchase of Furniture for the 2<sup>nd</sup> and 3<sup>rd</sup> Floor from One Workspace, formerly Opensquare for the City Hall Renovation (Ryan) **Page 73**
- B. Adoption of a Resolution Certifying Emergency Situation and Waiving Procurement for Repair Work for Marina Pump Station Improvement Project (Ryan) **Page 92**
- C. Approval of the March 26, 2024, City Council Regular Meeting Minutes **Page 98**

## 8. DISCUSSION ITEMS (No Action to be Taken)

- A. Parks (Bond/Ryan) **Page 103**
- B. 2023 Annual Impact Fee Report (Bond/Crocker) **Page 121**

## 9. REPORTS OF COUNCIL COMMITTEES

## 10. REPORT OF MAYOR

## 11. REPORT OF DEPARTMENT HEADS

## 12. CITIZEN COMMENTS ON ANY ITEM

*(This is an opportunity for citizens to address the City Council on any items that are not associated with a Public Hearing on this agenda. Comments are limited to **3 minutes**. Please approach the podium or raise your Zoom hand if viewing remotely and wait to be recognized by the Mayor. Then, state your name for the official record. If you are attending remotely by Zoom via telephone, enter \*9 from your keypad to raise your hand.)*

## 13. CITY COUNCIL GOOD OF THE ORDER

**14. EXECUTIVE SESSION:** Pursuant to RCW 42.30.110, the City Council may hold an executive session. The topic(s) and the session duration will be announced prior to the executive session.

## 15. ADJOURNMENT

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## CITY COUNCIL ADVISORY COMMITTEES

*(Three council members serve on the committee with staff to make collaborative recommendations about work product. Staff then prepares the items for full Council consideration based on the Committee's discussion.)*

| STANDING COMMITTEE               | Date & Time            | Location         |
|----------------------------------|------------------------|------------------|
| Economic Development and Tourism | April 8, 2024; 9:30am  | Remote Access    |
| Utilities                        | TBD                    | Remote Access    |
| Sewer Advisory                   | June 11, 2024; 3:00pm  | *WSUD            |
| Finance                          | April 16, 2024; 4:00pm | Remote Access    |
| Transportation                   | April 23, 2024; 4:30pm | Remote Access    |
| Land Use                         | April 17, 2024; 4:30pm | Remote Access    |
| Lodging Tax Advisory             | TBD 2024               | Remote Access    |
| Council Retreat                  | April 12, 2024; 9AM    | Council Chambers |
| Outside Agency Committees        | Varies                 | Varies           |

\*West Sound Utility District, 2924 SE Lund Avenue, Port Orchard

ADA Requirements: In compliance with the Americans with Disabilities Act, if you need accommodations to participate in this meeting, please contact the City Clerk's office at (360) 876-4407. Notification at least 48 hours in advance of meeting will enable the City to make arrangements to assure accessibility to this meeting.

**REMINDER: Please silence all electronic devices while City Council is in session.**

To subscribe to our general news & public notices click the link: <https://portorchardwa.gov/subscribe>

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**Robert (Rob) Putaansuu**  
**Mayor**  
Administrative Official

**Eric Worden**  
**Councilmember Position 4**  
Land Use Committee  
Utilities/Sewer Advisory Committee  
KRCC-alt

Brandy Wallace, MMC, CPRO  
**City Clerk**  
Matt Brown  
**Police Chief**

**Mark Trenary**  
**Councilmember Position 1**  
Finance Committee  
Transportation Committee  
KRCC  
PSRC-alt

**Heidi Fenton**  
**Councilmember Position 5**  
Utilities/Sewer Advisory Committee  
E/D & Tourism Committee  
Transportation Committee

Debbie Lund, CEBS SPHR SHRM-SCP  
**Human Resources Director**  
Nicholas Bond, AICP  
**Community Development Director**

**Jay Rosapepe**  
**Councilmember Position 2**  
Utilities/Sewer Advisory Committee  
Land Use Committee  
KEDA-alt

**Fred Chang**  
**Councilmember Position 6**  
**(Mayor Pro-Tempore)**  
E/D & Tourism Committee Finance  
Committee

Noah Crocker, M.B.A.  
**Finance Director**  
Denis Ryan, CPWP-M, CPRP  
**Public Works Director**

**Scott Diener**  
**Councilmember Position 3**  
Land Use Committee  
Transportation Committee  
Kitsap Public Health District

**John Morrissey**  
**Councilmember Position At-Large**  
Finance Committee  
E/D & Tourism Committee  
Lodging Tax, **Chair**  
Kitsap Economic Development Alliance  
PSRC EDD-alt  
Tim Drury  
**Municipal Court Judge**



## **Agenda Staff Report**

Agenda Item No.: Consent Agenda 4C

Meeting Date: April 9, 2024

Subject: Approval of Amendment No. 5 to  
Contract No. 002-21 with AtWork!  
Commercial Enterprise, LLC for Tremont  
Landscaping Maintenance

Prepared By: Denis Ryan  
Public Works Director

**Summary:** The City utilizes the services of a landscaping contractor for the purposes of maintaining public property, including but not limited to Tremont Street. On November 24, 2020, following a procurement process consistent with City of Port Orchard Procurement Policies, the City selected AtWork! Commercial Enterprise, LLC and executed Purchased Service Agreement No. C002-21 for the Tremont Landscaping Maintenance. On November 29, 2021, December 13, 2022, and November 27, 2023, and March 27, 2024, respectively, Amendments 1, 2, 3 and 4 were executed, extending the Underlying Agreement's termination date, and increasing the Agreement Time and Materials Not to Exceed to \$79,837.81.

After careful review of the City's needs for the landscaping for various areas within the City, the City wishes to extend the duration of the Agreement to December 31, 2024, and update the annual rates consistent with the Agreement (which authorizes an annual rate increase, within parameters). Public Works Staff has also negotiated an amendment to the Scope of Services of the Agreement to expand existing services (but within the scope of the initial procurement) to meet the current needs of the City. In conjunction with this extension, the City has required the vendor to provide a monthly report of services to better allow staff to audit the contracted services. The Amendment increases the contract from \$79,837.81 to \$112,278.05.

Before Council for approval is Amendment No. 5 to the Agreement, which would extend the duration of the Agreement and increase the amount by \$32,440.24, for a new not to exceed total of \$112,278.05 (applicable tax included), inclusive of all compensation paid after execution of the Agreement and Amendments 1 through 3, but prior to this Amendment.

**Recommendation:** Staff recommends the Council authorize the Mayor to execute Amendment No. 5 to Agreement No. C002-21 with AtWork! Commercial Enterprise, LLC for Tremont Landscaping Maintenance, extending the Agreement to December 31, 2024, and increasing the contract amount for the extension period.

**Relationship to Comprehensive Plan:** N/A

**Motion for consideration:** I move to authorize the Mayor to execute Amendment No. 5 to Agreement No. C002-21 with AtWork! Commercial Enterprise, LLC for Tremont Landscaping Maintenance.

**Fiscal Impact:** This work is budgeted in the 2023-2024 budget (GL 002.05.542.70.40).

**Alternatives:** Do not approve and provide further guidance.

**Attachments:** Amendment No. 5, Exhibits, Copy of Contract C002-21

# CITY OF PORT ORCHARD

## Authorization for Amendment No. 5

|   |   |
|---|---|
| <b>Date:</b> <u>April 9, 2024</u><br><b>Project:</b> <u>Tremont Landscaping</u><br><u>Maintenance</u><br><b>Contract / Job #</b> <u>C002-21</u> | <b>Contractor:</b> <u>AtWork! Commercial Enterprise, LLC</u><br><u>1935 152<sup>nd</sup> PI NE</u><br><u>Bellevue, WA 98007</u> |
|---|---|

**This Amendment Authorizes** the following changes to Purchased Service Agreement C002-21, as amended: Section 1C.- Services by Vendor. is amended to read as follows: This Agreement shall commence on January 1, 2021 (“Commencement Date”) and shall terminate **December 31, 2024**.

Section 3. Compensation. TIME AND MATERIALS NOT TO EXCEED. Compensation for these services shall not exceed \$112,278.05 (applicable tax included) without written authorization and will be based on billing rates and reimbursable expenses attached hereto as Exhibit A (revised), inclusive of all compensation paid after execution of the Contract and Amendments 1,2,3 & 4 but prior to this Amendment.

This change order extends the dates and increases the annual contract amount to capture the increased material costs due to inflation. In all other respects the Underlying agreement between the parties shall remain in full force and effect, amended as set forth herein. but only as set forth herein.

| Contract History              |                     |               |                     |           |             |
|-------------------------------|---------------------|---------------|---------------------|-----------|-------------|
|                               | Amount              | Sales Tax     | Total               | Date      | Appvd by    |
| <b>Original Contract-2021</b> | \$24,939.20         | \$0.00        | \$24,939.20         | 24-Nov-20 | Council     |
| <b>Amendment 1-2022</b>       | \$24,939.20         | \$0.00        | \$24,939.20         | 29-Nov-21 | PW Director |
| <b>Amendment 2-2023</b>       | \$29,959.41         | \$0.00        | \$29,959.41         | 13-Dec-22 | Council     |
| <b>Amendment 3</b>            | \$0.00              | \$0.00        | \$0.00              | 27-Nov-23 | PW Director |
| <b>Amendment 4</b>            | \$0.00              | \$0.00        | \$0.00              | 27-Mar-24 | PW Director |
| <b>Amendment 5-2024</b>       | \$32,440.24         | \$0.00        | \$32,440.24         | 09-Apr-24 | Council     |
| <b>Total Contract</b>         | <b>\$112,278.05</b> | <b>\$0.00</b> | <b>\$112,278.05</b> |           |             |

I have reviewed the Amendment information above and certify that to the best of my knowledge descriptions and costs are true and accurate.

  
 \_\_\_\_\_  
 Contractor Approval Signature

\_\_\_\_\_  
 Public Works Director  
**Denis Ryan**

**Public Works Contracts Greater than \$35,000:** Change Orders that do not exceed 10%, with a maximum of \$50,000, of either legally authorized budget limit or contract amount established by City Council can be approved by the Public Works Director. Total Contract Amount shall reset to reflect new Council-approved contract totals authorized prior to the requested change order. **\$50,000-\$100,000 require Mayoral Approval. \$100,000 and over require Council Approval**

**Public Works Contracts under \$35,000,** change orders that individually do not exceed \$7,500 with an aggregate cap of \$10,000.

**Public Works Contracts unbudgeted and under \$7,500:** All Change Orders that do not exceed an aggregate cap of \$7,500 (Excluding underlying value), provided there are departmental funds available in the budget.

**All Departments:** Mayor approves any and all Change orders that do not exceed 10% of either authorized budget limit or contract amount established by City Council. **With a maximum aggregate amount of \$100,000.** Total Contract Amount shall reset to reflect new Council-approved contract totals authorized prior to the requested change order. **Any individual Change order that is over \$100,000 requires Council approval.**

Printed Name

Approved: \_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
City Clerk

\_\_\_\_\_

Council Approval Date

**AMENDMENT NO. 5 TO AGREEMENT NO. C002-21**  
**CITY OF PORT ORCHARD PURCHASED SERVICE AGREEMENT WITH**  
**AtWork! Commercial Enterprise, LLC**

THIS AMENDMENT No. 5 ("Amendment") to Contract No. C002-21 is entered into between the City of Port Orchard, a Washington municipal corporation ("City" or "Port Orchard") and AtWork! Commercial Enterprise LLC, a Limited Liability Company ("Vendor"). City and Consultant are each a "Party" and together "Parties" to this Amendment.

**RECITALS:**

**WHEREAS**, on the 24<sup>th</sup> day of November 2020, the City executed a Purchased Service Agreement for 2021 Tremont Landscaping Maintenance, Contract C002-21, with the Vendor ("Underlying Agreement"); and

**WHEREAS**, on November 29, 2021, December 13, 2022, November 27, 2023 and March 27, 2024 respectively, Amendments 1, 2, 3 and 4 were approved extending the Underlying Agreement's termination date, and increasing the Agreement Time and Materials Not to Exceed to \$79,837.81; and

**WHEREAS**, continued landscaping services for 2024 are required by the City as described in Exhibit B, C & D attached hereto, that will exceed the current value of the Underlying Agreement; and

**WHEREAS**, the Vendor and the City have conferred and agreed to extend the duration of the Agreement to December 31, 2024, and to increase the amount of the Agreement, as amended, by the revised Exhibit A, attached herewith; and

**WHEREAS**, the parties wish to memorialize their agreement and so modify the Underlying Agreement;

**NOW, THEREFORE**, in consideration of the mutual benefits accruing, it is agreed by and between the parties thereto as follows:

**FIFTH AMENDMENT TO AGREEMENT:**

1. **Amendment.** Section 1, C. Services by Vendor, of the Agreement is hereby amended to read as follows: This Agreement shall commence on January 1, 2021 ("Commencement Date") and shall terminate December 31, 2024, unless extended or terminated in writing as provided herein.

2. **Amendment.** Section 3. (Compensation) of the Agreement is hereby amended to read as follows: TIME AND MATERIALS NOT TO EXCEED. Compensation for these services shall not exceed \$112,278.05 (applicable tax included), inclusive of all compensation paid after execution of the Contract and Amendment No. 1, 2, 3, and 4 but prior to this Amendment, without written authorization and will be based on billing rates and reimbursable expenses attached hereto as Exhibit "A" (Revised).

3. **Severability.** The provisions of this Amendment are declared to be severable. If any provision of this Amendment is, for any reason, held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other

Amendment No. 4 to Agreement between City of Port Orchard and AtWork! Commercial Enterprise, LLC  
Contract No.C002-21

Updated 4/2022 IBDR

provision.

4. **Entire Agreement.** The written provisions and terms of this Amendment shall supersede all prior verbal statements of any officer or other representative of the parties, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner whatsoever, this Amendment. The entire agreement between the Parties with respect to the subject matter hereunder is contained in the Agreement and exhibits thereto, any prior executed amendments and this Amendment. Should any language in any of the Exhibits to the Agreement or prior amendments conflict with any language contained in this Amendment, then this Amendment shall prevail. Except as modified by this Amendment, all other provisions of the original Agreement and any amendments thereto not inconsistent with this Amendment shall remain in full force and effect.

5. **Effective date.** This Amendment shall be effective as of **April 9, 2022.**

DATED this 9th day of April 2023.

CITY OF PORT ORCHARD, WASHINGTON

CONTRACTOR

\_\_\_\_\_  
Robert Putaansuu, Mayor

  
\_\_\_\_\_  
Signature

ATTEST/AUTHENTICATED:

  
\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Brandy Wallace, MMC, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Charlotte A. Archer, City Attorney



## Schedule of Contract Prices Tremont Landscaping Maintenance

The City of Port Orchard reserves the right to award a contract for all or any combination of schedules

2024 Pricing

Atwork Commercial Enterprise

| <b>Schedule of Contract Prices<br/>Tremont Landscaping Maintenance</b>                |                  |                             |                               |
|---|------------------|-----------------------------|-------------------------------|
| Description   | Per Visit Charge | Number of Visits Per Month* | Amount Per Month              |
| <b>Schedule A</b>   |                  |                             |                               |
| <b>WINTER MONTHS</b>  |                  |                             |                               |
| <b>January, February, November, December Landscaping Services</b>                     |                  |                             |                               |
| • Tremont and Surrounding Areas (Exhibit A)   | \$ <u>1,980</u>  | 1                           | \$ <u>1,980</u>               |
| Per Month Total for Winter Months   |                  |                             | \$ <u>1,980</u>               |
| Total for Winter Months (4)   |                  |                             | \$ <u>7,920</u>               |
| <b>SPRING &amp; SUMMER MONTHS</b>   |                  |                             |                               |
| <b>March, April, May, June, July, August, September, October Landscaping Services</b> |                  |                             |                               |
| • Tremont and Surrounding Areas (Exhibit A)   | \$ <u>680</u>    | 4                           | \$ <u>2,720</u>               |
| Per Month Total for Spring/Summer Months  |                  |                             | \$ <u>2,720</u>               |
| Total for Spring/Summer Months (8)  |                  |                             | \$ <u>21,760</u>              |
| Total for Year  |                  |                             | \$ <u>29,680</u>              |
| Sales Tax 9.3%  |                  |                             | \$ <u>2,760<sup>24</sup></u>  |
| <b>Total Schedule A</b>   |                  |                             | \$ <u>32,440<sup>24</sup></u> |
| Monthly Billing Total (Total of Schedule A/12)  |                  |                             | \$ <u>2,703.<sup>35</sup></u> |

\*Each visit shall require maintenance of the entire area detailed in EXHIBIT A.

### SALES TAX

In accordance with Section 1-07.2(2) State Sales Tax: **The Contractor shall collect from the Contracting Agency retail sales tax on the full contract price.**

## Exhibit B

| Scope of Services                            |  |
|--|--|
| Schedule A                                   |  |
| Location                                     | Description of Work  |
| Tremont and surrounding areas<br>(Exhibit A) | <ol style="list-style-type: none"> <li>1. Mowing/weed eating</li> <li>2. Edging</li> <li>3. Weeding</li> <li>4. Fertilize Grass</li> <li>5. Migration prevention of surrounding vegetation into right of way</li> <li>6. Pruning</li> <li>7. Blow/clean sidewalks</li> <li>8. Debris/garbage clean-up</li> </ol> |

**Scope of Services Details** (Each description of work to be performed per the Schedule of Contract Pricing monthly interval schedule. All invoices shall include the dates, location and description of work performed.)

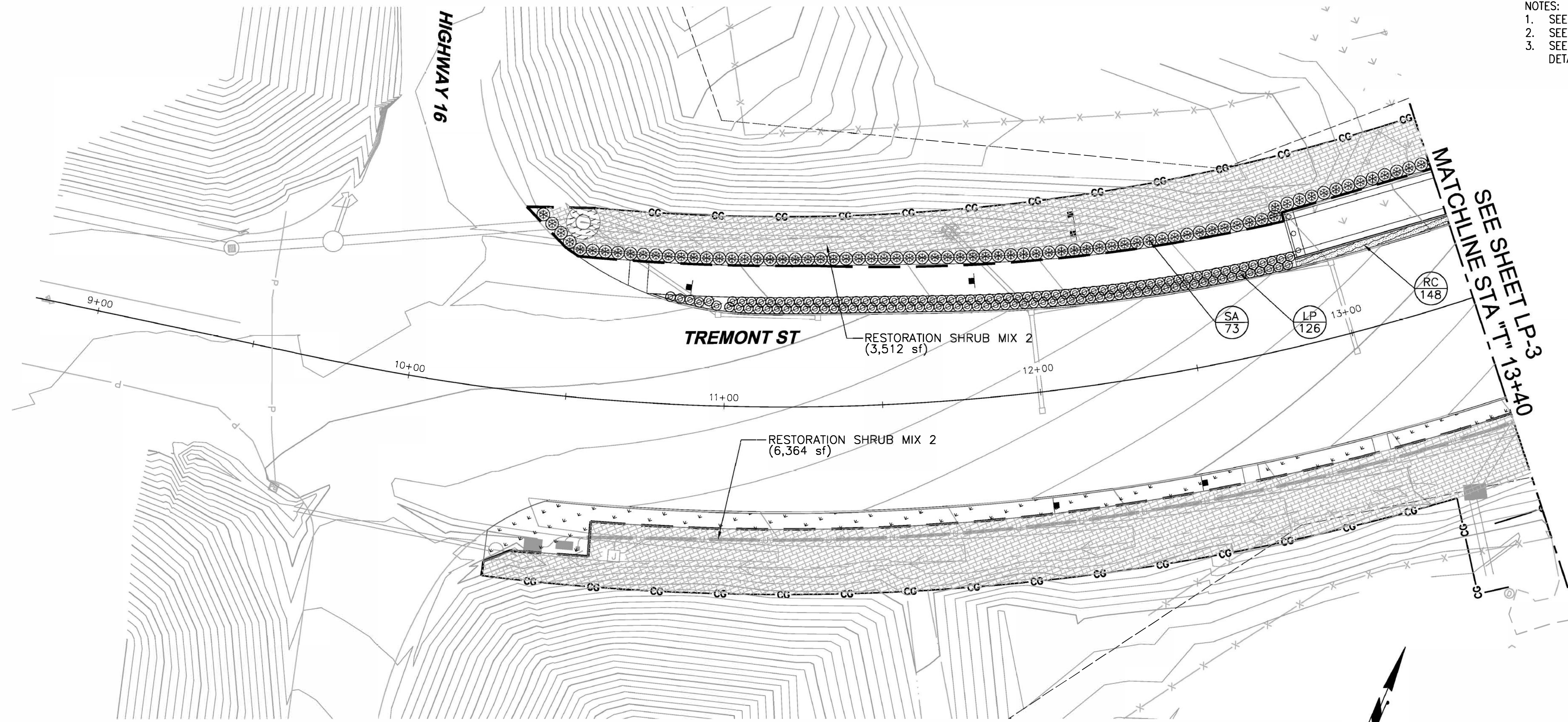
1. **Mowing/Weed Eating**- Grass areas shall be mowed and edged per the schedule of pricing frequency for the corresponding month. If mowing is not feasible due to uneven terrain conditions, then weed eating is acceptable for those areas. Clippings shall be hauled away by the contractor.
  
2. **Edging**- Grass areas shall be edged, as needed, keep the grass from growing into barked areas or onto sidewalks. Clippings shall be hauled away by the contractor.
  
3. **Weeding**- All barked/mulched areas shall be weeded per the schedule of pricing frequency for the corresponding month. Weeds shall be hauled away by the contractor.
  
4. **Fertilize grass**- All grass areas shall be fertilized 2times per year.
  
5. **Migration prevention of surrounding vegetation**- All areas in Exhibit A that abut neighboring property or woodland buffers shall be maintained, as needed, to prohibit encroachment into the landscaped area/right of way. This shall include weed eating, spraying of vegetation killer (glyphosate free), and pruning if needed. Care must be taken to avoid damage to homeowners landscaping. Trimmings shall be hauled away by the contractor.
  
6. **Pruning**- See Exhibit C for pruning requirements/time of year for associated plants/shrubs/trees. Pruning of shrubs/trees shall keep the sidewalks and street clear for pedestrian/vehicle travel. Pruning shall also keep the curbs, sidewalks, and street

## Exhibit B

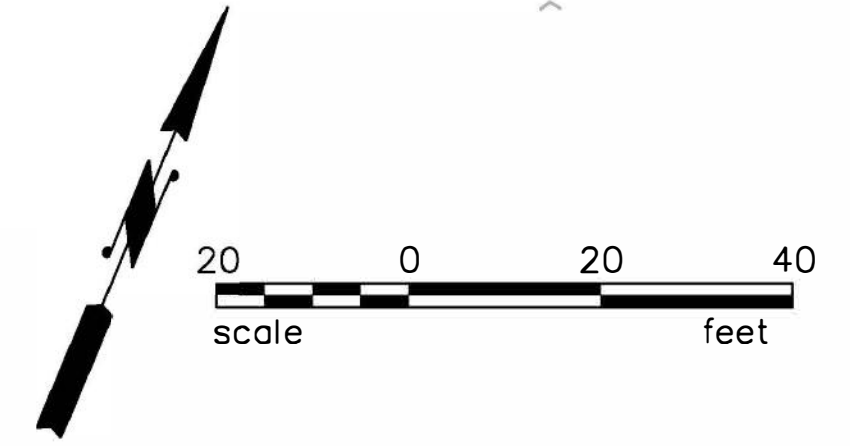
clear from groundcover encroachment. Trimming to remove ground cover encroachment may be done outside of the timeline detailed in EXHIBIT C Trimmings shall be hauled away by the contractor.

7. **Blow/Clean Sidewalks-** All sidewalks shall be blown to keep sidewalks clear of leaves and associated landscaping debris. Debris shall be hauled away by the contractor.
8. **Debris/Garbage Clean-up-** Sticks/branches/leaves/and litter (garbage) through the landscaped areas shall be cleared and hauled away by the contractor.

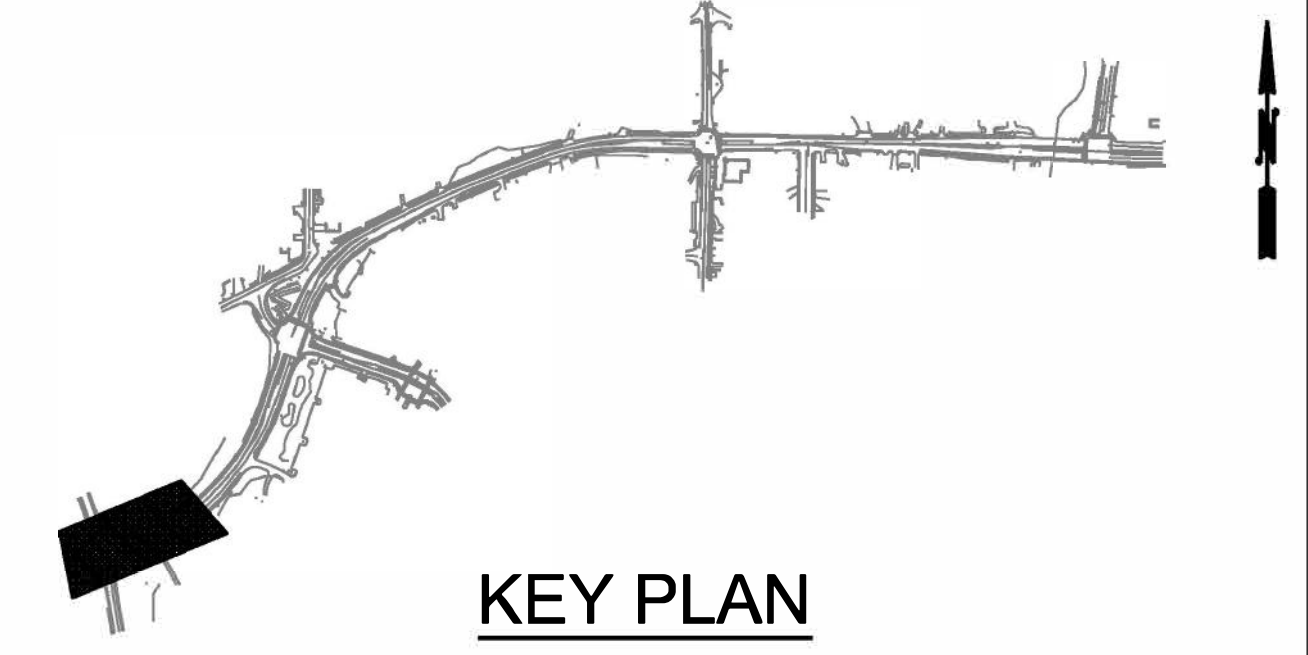
- NOTES:
1. SEE VG-1A FOR GENERAL PLANTING NOTES.
  2. SEE VG-1B FOR PLANTING SCHEDULES.
  3. SEE VG-15 AND VG-16 FOR PLANTING DETAILS.



PLAN  
SCALE: 1"=20'



- LEGEND
- CG CLEARING LIMIT
  - RESTORATION AREAS
  - TOP MULCH
  - PREVIOUSLY APPLIED SEEDING PER TESC PLANS



KEY PLAN  
CONFORMED SET

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u:\TREMONT\DWG\SHEET FILES\171\_LP-01.dwg, VC-2, 7/14/2017 8:45:59 AM, jacquelinek, Kim  
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|  |          |             |    |           |
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| CALL 48 HOURS BEFORE YOU DIG<br>1-800-424-5555 |          |             |    |           |
| MARK   | REVISION | DESCRIPTION | BY | APP. DATE |
|  |          |             |    |           |
|  |          |             |    |           |
|  |          |             |    |           |

**BergerABAM**  
33301 9th Avenue South, Suite 300  
Federal Way, Washington 98003-2600  
(206) 431-2300 Fax: (206) 431-2250

DRAWN BY JK  
DESIGN BY JK  
CHECK BY ES  
PROJ MGR ES

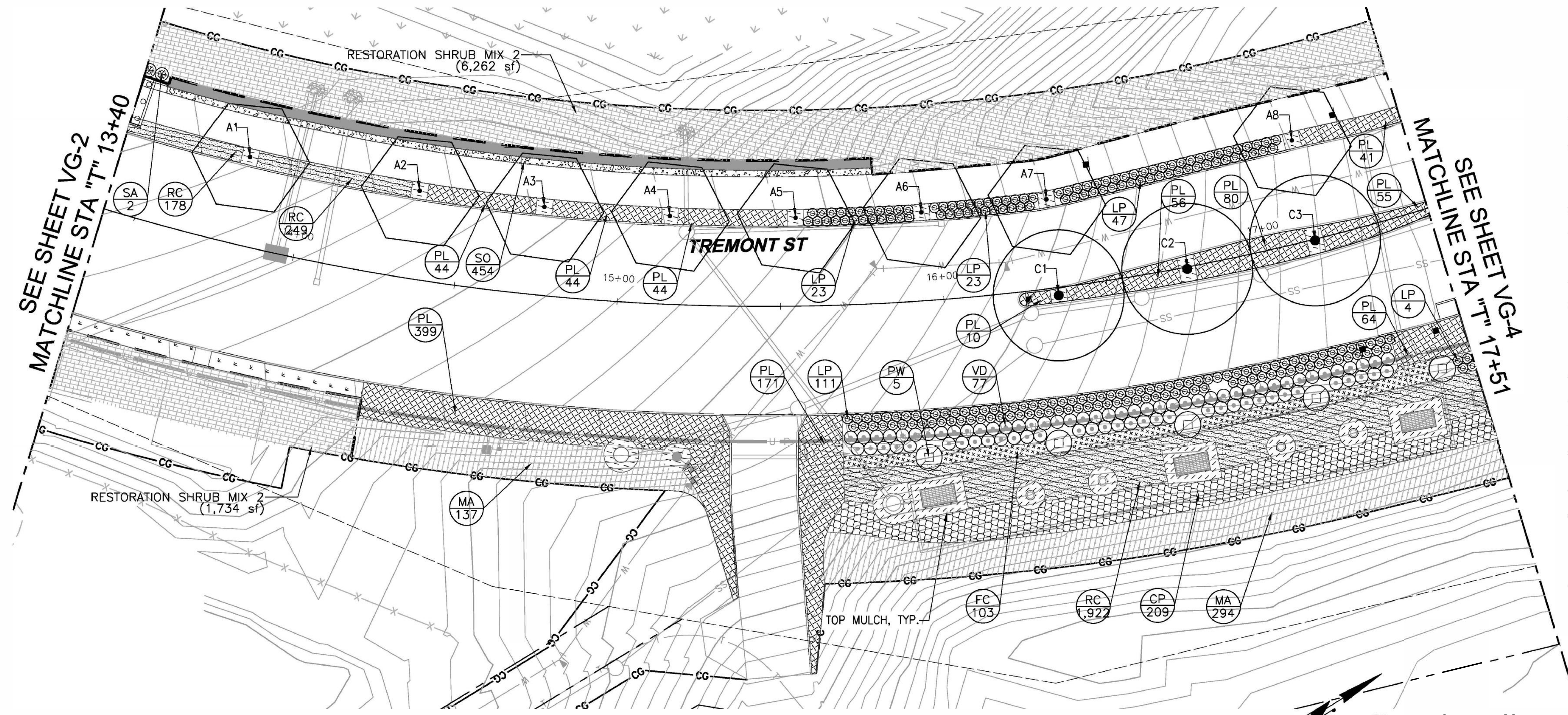


**CITY OF PORT ORCHARD**  
**TREMONT STREET WIDENING**  
**SR 16 TO PORT ORCHARD BLVD**  
PLANTING PLAN - SHEET 1

DRAWING NO. **VG-2**  
PROJECT NO. **FAPWT-06-036**  
DATE: **Apr 27, 2017**  
SHEET NO. **216 of 230**

# EXHIBIT C

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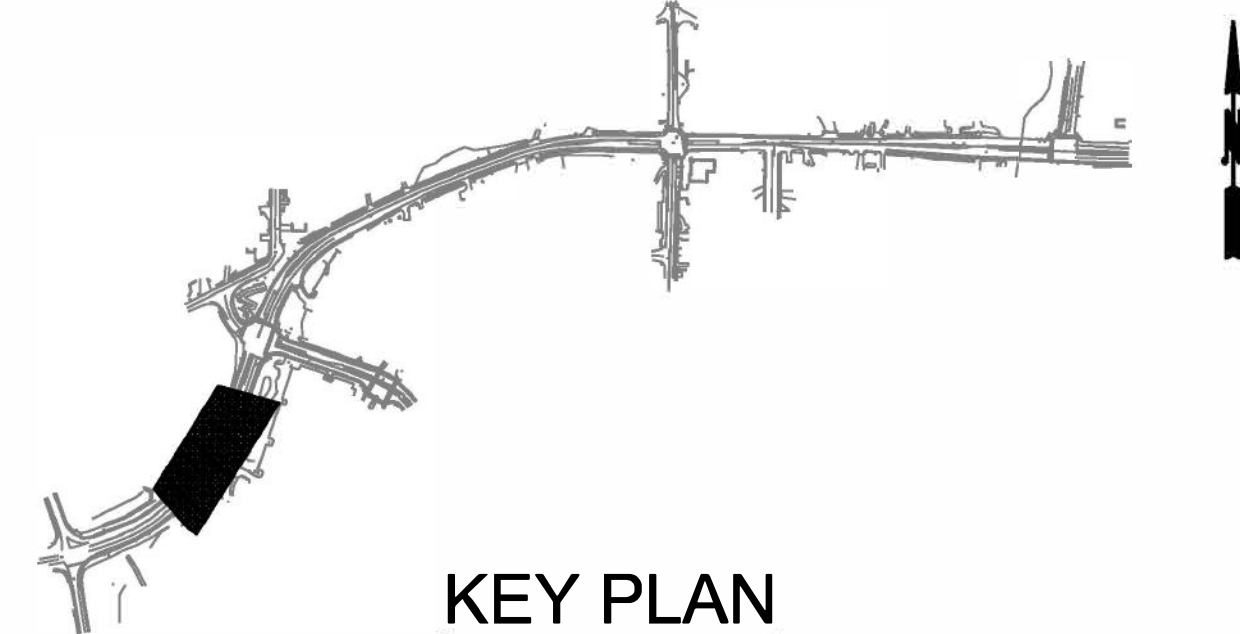
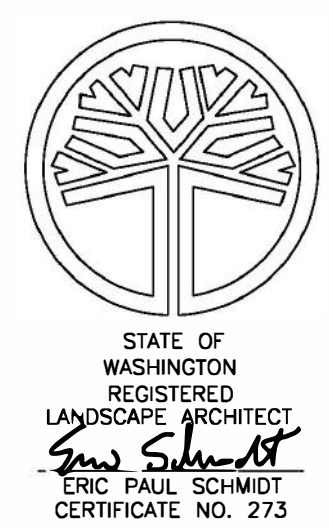
**PLAN**  
SCALE: 1"=20'

- NOTES:
- SEE VG-1A FOR GENERAL PLANTING NOTES.
  - SEE VG-1B FOR PLANTING SCHEDULES.
  - SEE VG-15 AND VG-16 FOR PLANTING DETAILS.

| TREE LOCATION TABLE |          |        |    |
|---------------------|----------|--------|----|
| POINT NO.           | STATION  | OFFSET |    |
| A1                  | 13+80.00 | 26.99  | LT |
| A2                  | 14+35.00 | 26.99  | LT |
| A3                  | 14+75.00 | 26.99  | LT |
| A4                  | 15+15.00 | 26.99  | LT |
| A5                  | 15+54.99 | 26.99  | LT |
| A6                  | 15+95.00 | 26.99  | LT |
| A7                  | 16+40.00 | 27.12  | LT |
| A8                  | 17+15.45 | 31     | LT |

| TREE LOCATION TABLE |          |        |   |
|---------------------|----------|--------|---|
| POINT NO.           | STATION  | OFFSET |   |
| C1                  | 16+35.00 | 2.41   | C |
| C2                  | 16+75.00 | 0.56   | C |
| C3                  | 17+14.99 | 0.35   | C |

- LEGEND**
- CLEARING LIMIT
  - RESTORATION AREAS
  - TOP MULCH
  - PREVIOUSLY APPLIED SEEDING PER TESC PLANS



**KEY PLAN**  
**CONFORMED SET**

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u:\TREMONT\DWG\SHEET FILES\171\_LP-01.dwg, VC-3, 7/14/2017 8:46:22 AM, Jacqueline, Kim  
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|   |                      |    |           |
|---|----------------------|----|-----------|
| <b>CALL 48 HOURS BEFORE YOU DIG</b><br>1-800-424-5555 |                      |    |           |
| MARK  | REVISION DESCRIPTION | BY | APP. DATE |
|   |                      |    |           |
|   |                      |    |           |

**BergerABAM**  
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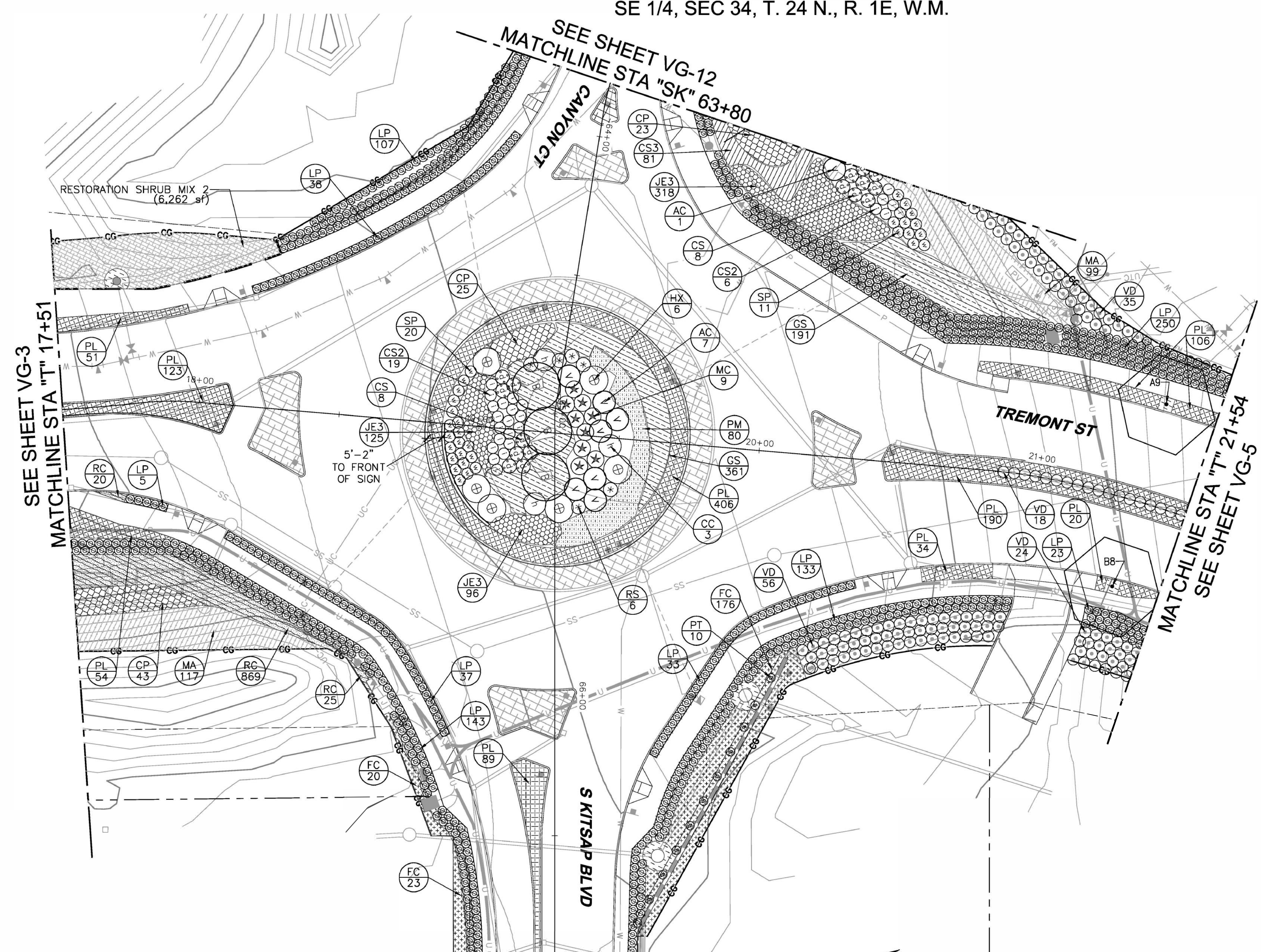
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DESIGN BY JK  
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PROJ MGR ES



**CITY OF PORT ORCHARD**  
**TREMONT STREET WIDENING**  
**SR 16 TO PORT ORCHARD BLVD**  
  
PLANTING PLAN - SHEET 2

DRAWING NO. **VG-3**  
PROJECT NO. **FAPWT-06-036**  
DATE: **Apr 27, 2017**  
SHEET NO. **217 of 230**

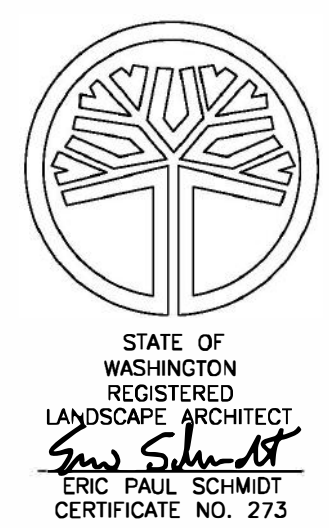
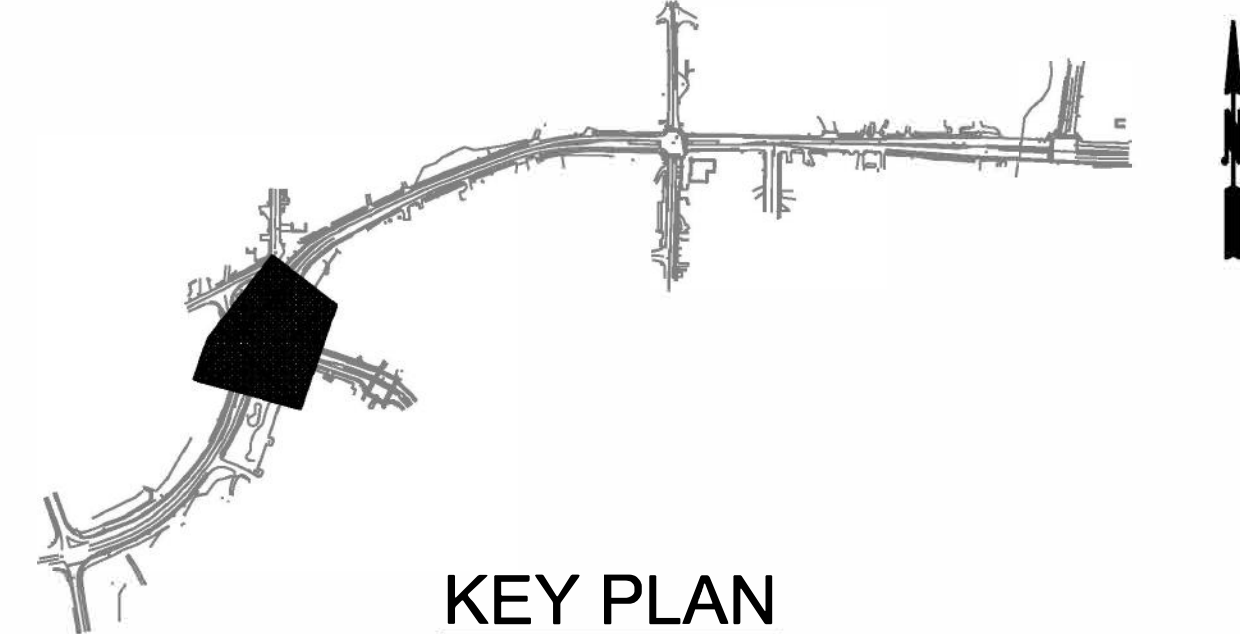
- NOTES:
1. SEE VG-1A FOR GENERAL PLANTING NOTES.
  2. SEE VG-1B FOR PLANTING SCHEDULES.
  3. SEE VG-15 AND VG-16 FOR PLANTING DETAILS.



| TREE LOCATION TABLE |          |        |    |
|---------------------|----------|--------|----|
| POINT NO.           | STATION  | OFFSET |    |
| A9                  | 21+36.15 | 36     | RT |

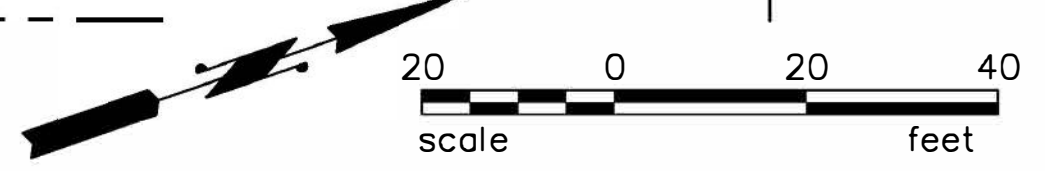
| TREE LOCATION TABLE |          |        |    |
|---------------------|----------|--------|----|
| POINT NO.           | STATION  | OFFSET |    |
| B8                  | 21+36.14 | 31.54  | LT |

- LEGEND
- CG CLEARING LIMIT
  - RESTORATION AREAS
  - TOP MULCH
  - PREVIOUSLY APPLIED SEEDING PER TESC PLANS



KEY PLAN  
CONFORMED SET

MATCHLINE STA "SK" 66+44  
SEE SHEET VG-12  
PLAN  
SCALE: 1"=20'



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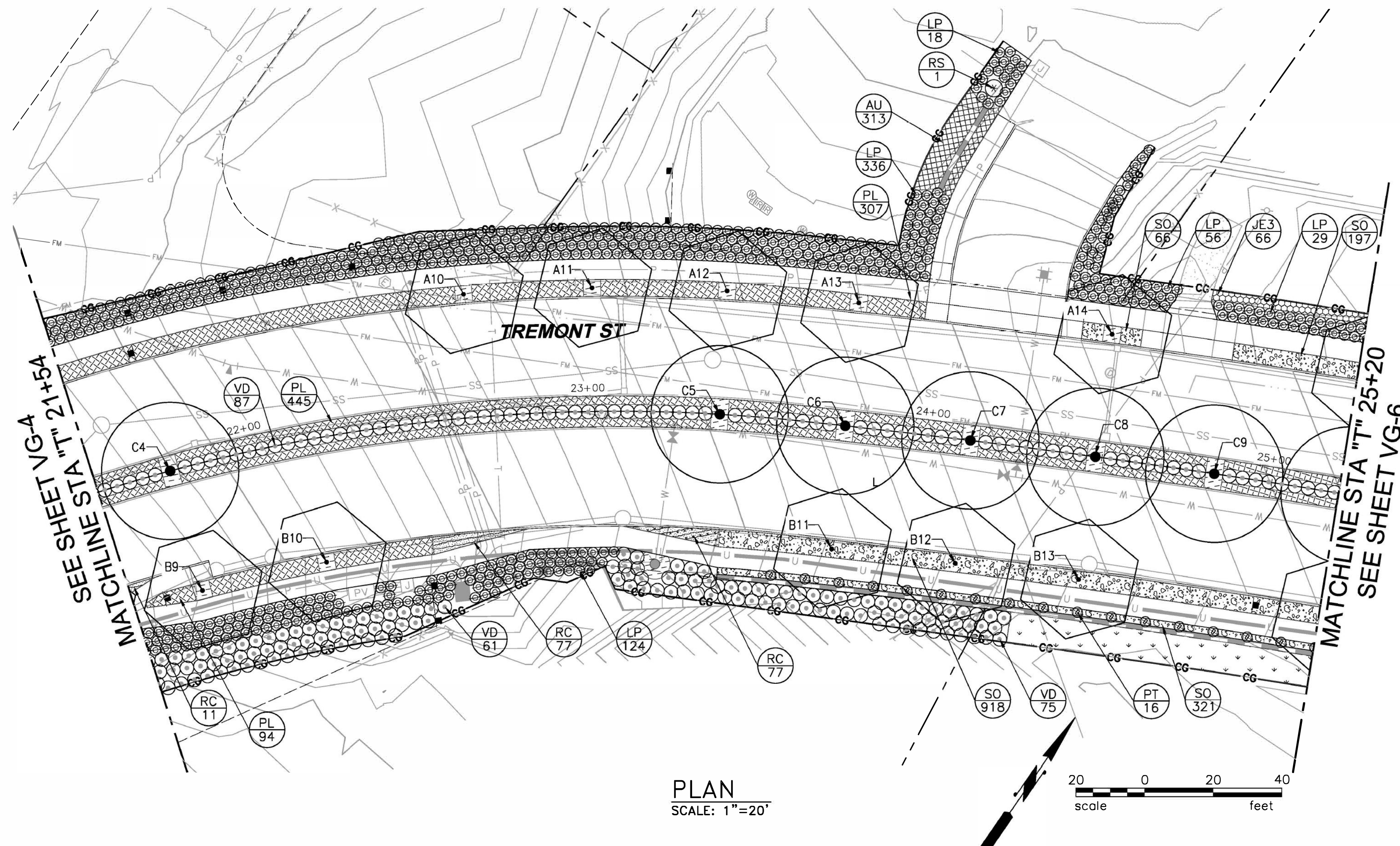


CITY OF PORT ORCHARD  
TREMONT STREET WIDENING  
SR 16 TO PORT ORCHARD BLVD  
PLANTING PLAN - SHEET 3

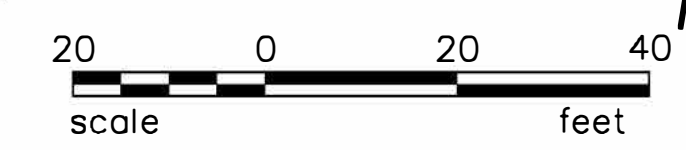
DRAWING NO. **VG-4**  
PROJECT NO. FAPWT-06-036  
DATE: Apr 27, 2017  
SHEET NO. 218 of 230

| MARK | REVISION DESCRIPTION | BY | APP. | DATE |
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PLAN  
SCALE: 1"=20'



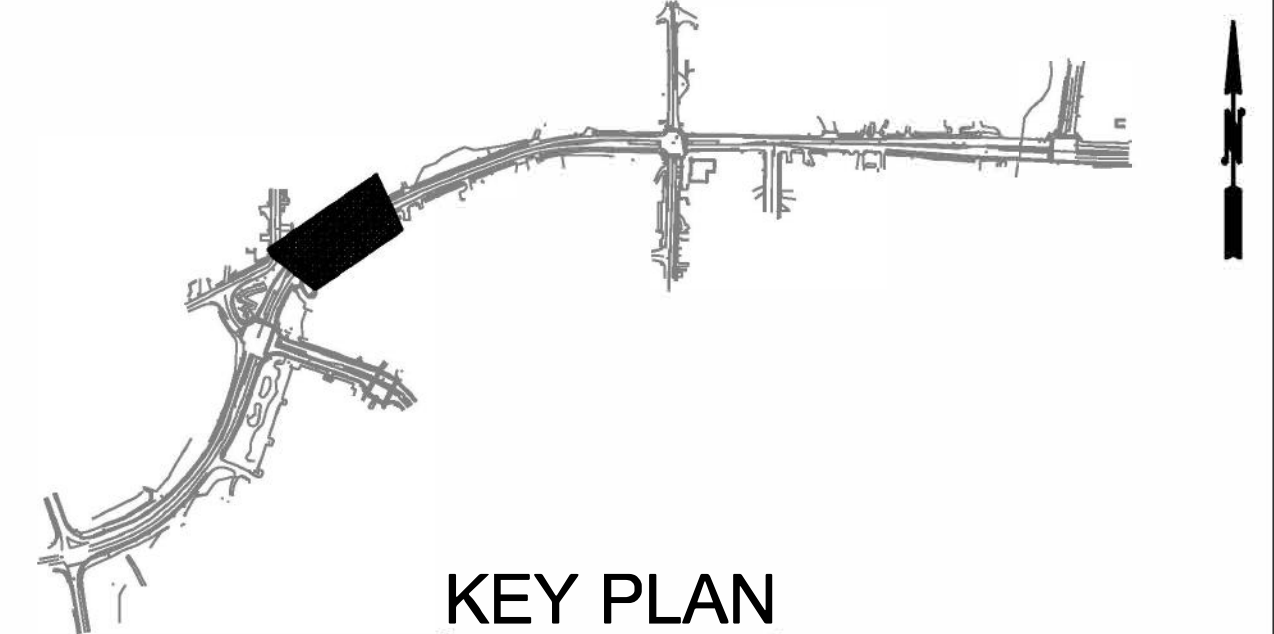
- NOTES:
- SEE VG-1A FOR GENERAL PLANTING NOTES.
  - SEE VG-1B FOR PLANTING SCHEDULES.
  - SEE VG-15 AND VG-16 FOR PLANTING DETAILS.

| TREE LOCATION TABLE |          |        |    |
|---------------------|----------|--------|----|
| POINT NO.           | STATION  | OFFSET |    |
| A10                 | 22+66.15 | 36     | LT |
| A11                 | 23+1.15  | 36     | LT |
| A12                 | 23+37.88 | 36     | LT |
| A13                 | 23+74.60 | 36     | LT |
| A14                 | 24+48.06 | 36     | LT |

| TREE LOCATION TABLE |          |        |    |
|---------------------|----------|--------|----|
| POINT NO.           | STATION  | OFFSET |    |
| B9                  | 21+76.14 | 36     | RT |
| B10                 | 22+16.15 | 36     | RT |
| B11                 | 23+74.61 | 36     | RT |
| B12                 | 24+11.33 | 36     | RT |
| B13                 | 24+48.06 | 36     | RT |

| TREE LOCATION TABLE |          |        |   |
|---------------------|----------|--------|---|
| POINT NO.           | STATION  | OFFSET |   |
| C4                  | 21+76.15 | 0      | C |
| C5                  | 23+37.88 | 0      | C |
| C6                  | 23+74.60 | 0      | C |
| C7                  | 24+11.33 | 0      | C |
| C8                  | 24+48.06 | 0      | C |
| C9                  | 24+82.95 | 0      | C |

- LEGEND
- CG CLEARING LIMIT
  - RESTORATION AREAS
  - TOP MULCH
  - PREVIOUSLY APPLIED SEEDING PER TESC PLANS



KEY PLAN  
CONFORMED SET



CITY OF PORT ORCHARD  
TREMONT STREET WIDENING  
SR 16 TO PORT ORCHARD BLVD  
PLANTING PLAN - SHEET 4

DRAWING NO. **VG-5**  
PROJECT NO. **FAPWT-06-036**  
DATE: **Apr 27, 2017**  
SHEET NO. **219 of 230**

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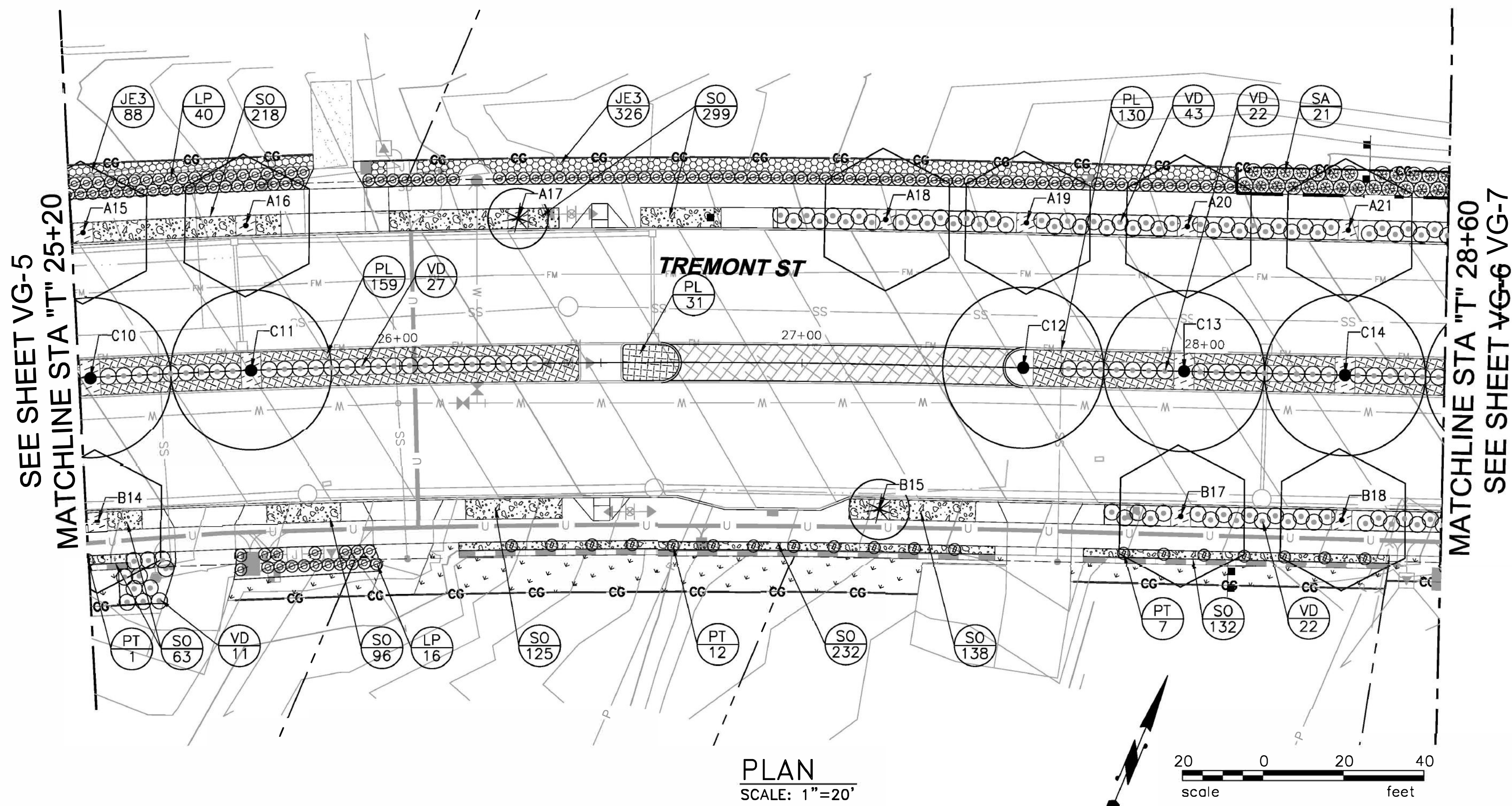
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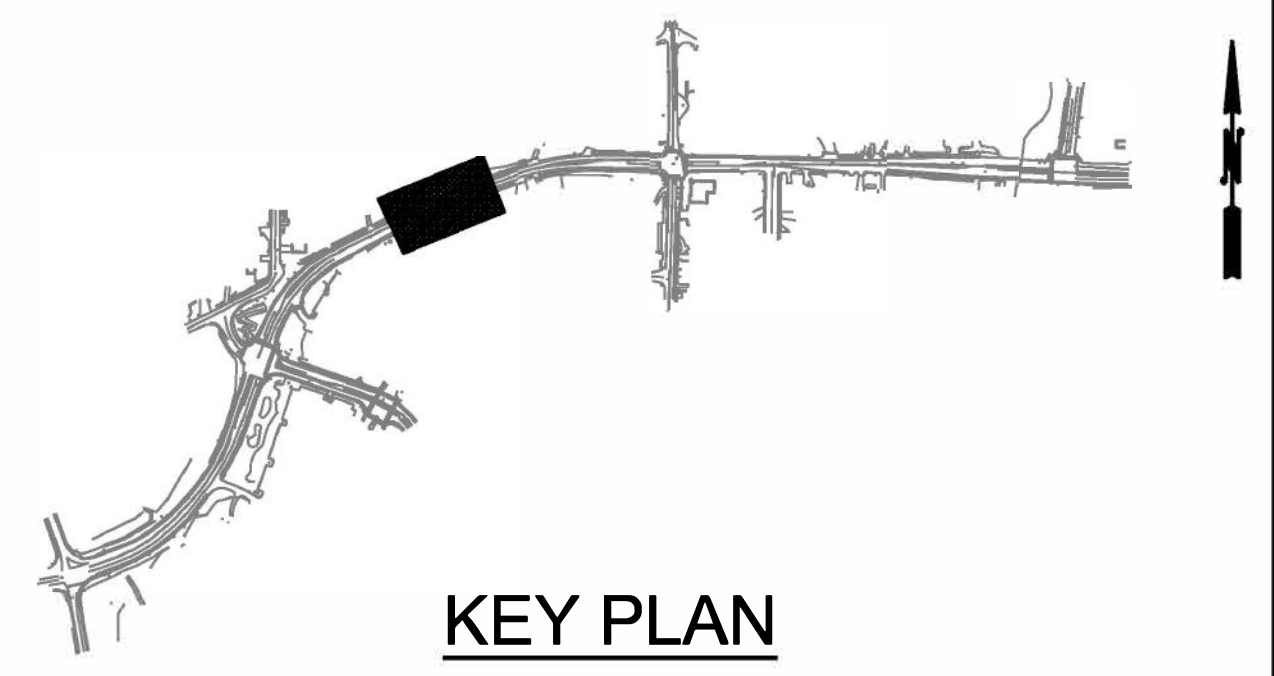
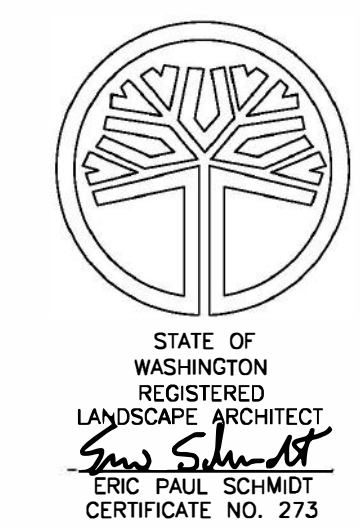
- NOTES:
1. SEE VG-1A FOR GENERAL PLANTING NOTES.
  2. SEE VG-1B FOR PLANTING SCHEDULES.
  3. SEE VG-15 AND VG-16 FOR PLANTING DETAILS.

| TREE LOCATION TABLE |          |        |    |
|---------------------|----------|--------|----|
| POINT NO.           | STATION  | OFFSET |    |
| A15                 | 25+23.06 | 36     | LT |
| A16                 | 25+63.06 | 35.99  | LT |
| A17                 | 26+29.95 | 36.03  | LT |
| A18                 | 27+19.99 | 36     | LT |
| A19                 | 27+54.99 | 36     | LT |
| A20                 | 27+94.99 | 36     | LT |
| A21                 | 28+34.99 | 36     | LT |

| TREE LOCATION TABLE |          |        |    |
|---------------------|----------|--------|----|
| POINT NO.           | STATION  | OFFSET |    |
| B14                 | 25+23.06 | 36.01  | RT |
| B15                 | 27+20.07 | 35.94  | RT |
| B16                 | 27+30.92 | 35.95  | RT |
| B17                 | 27+94.99 | 36     | RT |
| B18                 | 28+34.96 | 36     | RT |

| TREE LOCATION TABLE |          |        |   |
|---------------------|----------|--------|---|
| POINT NO.           | STATION  | OFFSET |   |
| C10                 | 25+23.06 | 0      | C |
| C11                 | 25+63.08 | 0      | C |
| C12                 | 27+54.99 | 0      | C |
| C13                 | 27+94.99 | 0      | C |
| C14                 | 28+34.99 | 0      | C |

- LEGEND
- CG CLEARING LIMIT
  - RESTORATION AREAS
  - TOP MULCH
  - PREVIOUSLY APPLIED SEEDING PER TESC PLANS



KEY PLAN  
CONFORMED SET

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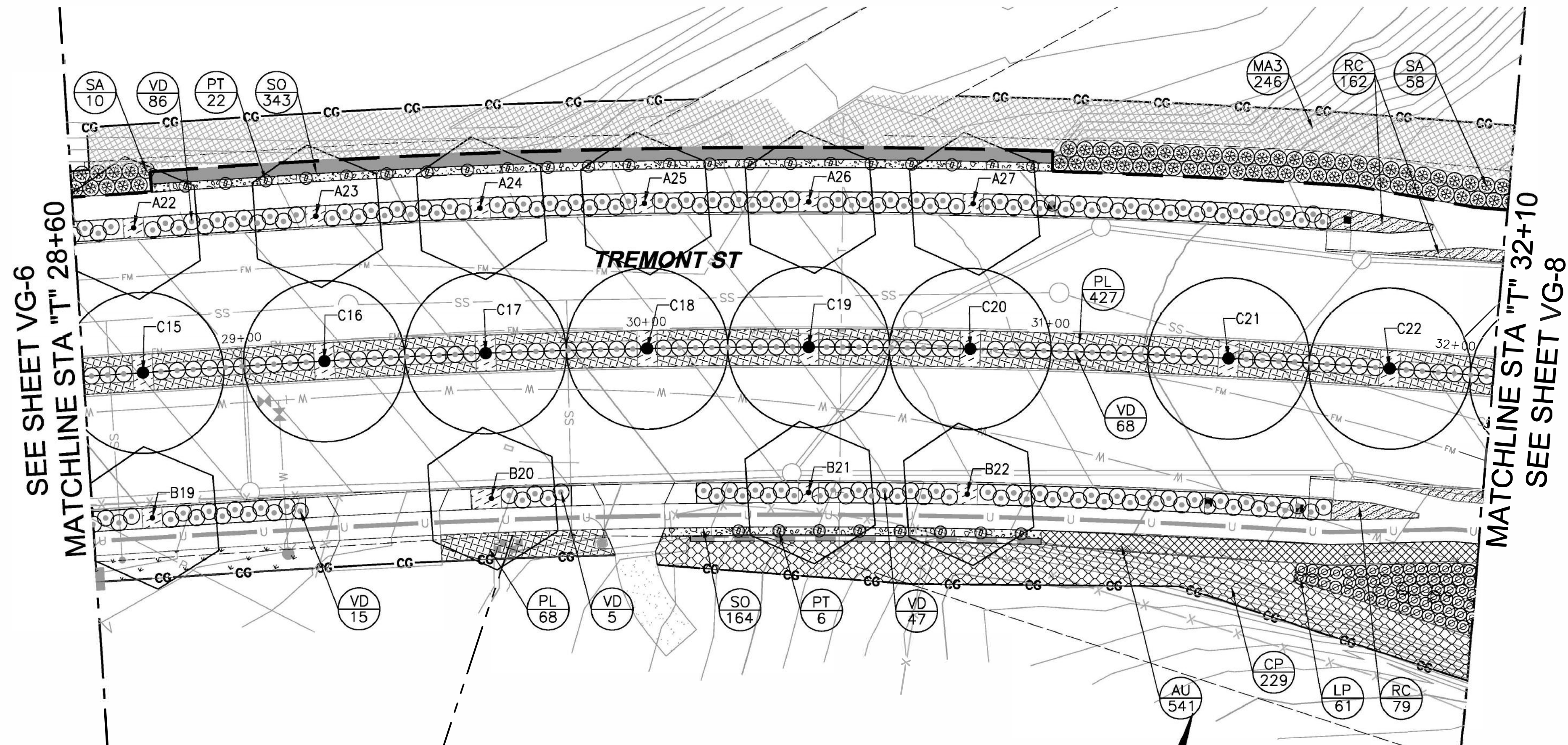
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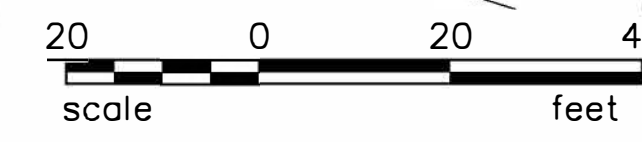
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TREMONT STREET WIDENING  
SR 16 TO PORT ORCHARD BLVD  
PLANTING PLAN - SHEET 5

DRAWING NO. **VG-6**  
PROJECT NO. **FAPWT-06-036**  
DATE: **Apr 27, 2017**  
SHEET NO. **220 of 230**





PLAN  
SCALE: 1"=20'



LEGEND

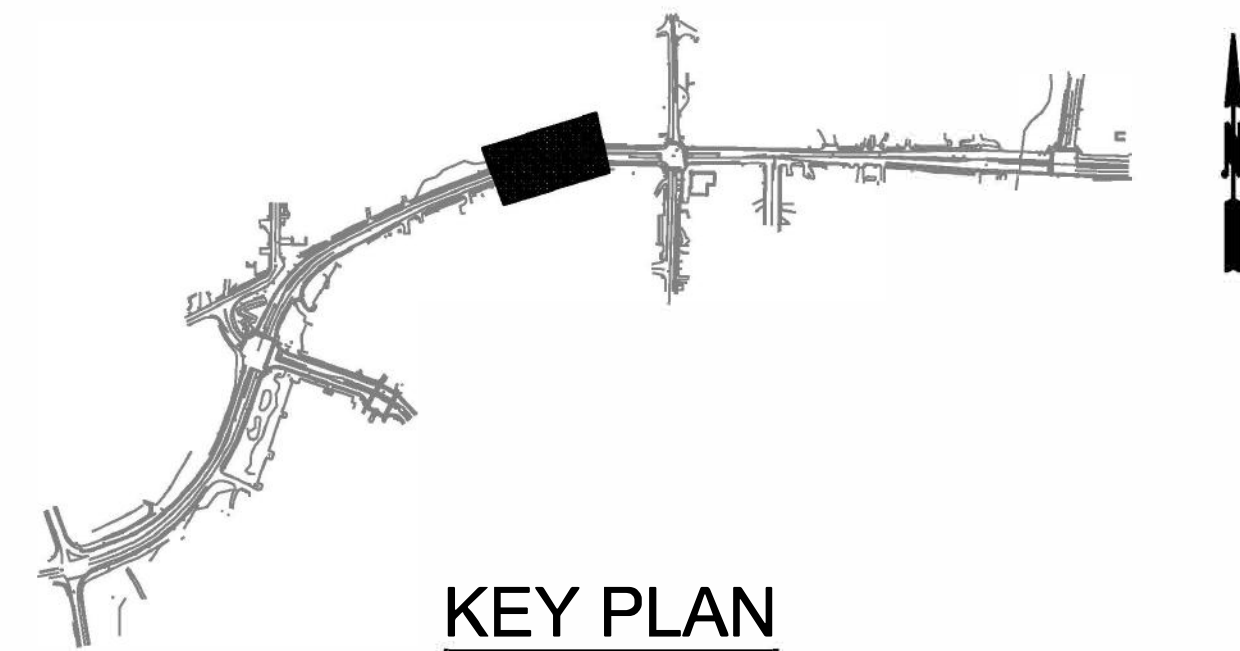
- CLEARING LIMIT
- RESTORATION AREAS
- TOP MULCH
- PREVIOUSLY APPLIED SEEDING PER TESC PLANS

- NOTES:
- SEE VG-1A FOR GENERAL PLANTING NOTES.
  - SEE VG-1B FOR PLANTING SCHEDULES.
  - SEE VG-15 AND VG-16 FOR PLANTING DETAILS.

| TREE LOCATION TABLE |          |        |    |
|---------------------|----------|--------|----|
| POINT NO.           | STATION  | OFFSET |    |
| A22                 | 28+74.99 | 36     | LT |
| A23                 | 29+19.99 | 36     | LT |
| A24                 | 29+59.99 | 36     | LT |
| A25                 | 30+00.00 | 36     | LT |
| A26                 | 30+39.99 | 36     | LT |
| A27                 | 30+79.99 | 36     | LT |

| TREE LOCATION TABLE |          |        |    |
|---------------------|----------|--------|----|
| POINT NO.           | STATION  | OFFSET |    |
| B19                 | 28+74.99 | 36     | RT |
| B20                 | 29+59.99 | 36     | RT |
| B21                 | 30+39.99 | 36     | RT |
| B22                 | 30+79.99 | 36     | RT |

| TREE LOCATION TABLE |          |        |   |
|---------------------|----------|--------|---|
| POINT NO.           | STATION  | OFFSET |   |
| C15                 | 28+74.99 | 0      | C |
| C16                 | 29+19.99 | 0      | C |
| C17                 | 29+59.99 | 0      | C |
| C18                 | 30+00.00 | 0      | C |
| C19                 | 30+40.00 | 0      | C |
| C20                 | 30+80.00 | 0      | C |
| C21                 | 31+43.99 | 0      | C |
| C22                 | 31+83.99 | 0      | C |



KEY PLAN  
CONFORMED SET

|  |                      |    |           |
|--|----------------------|----|-----------|
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| PROJ MGR  | ES |



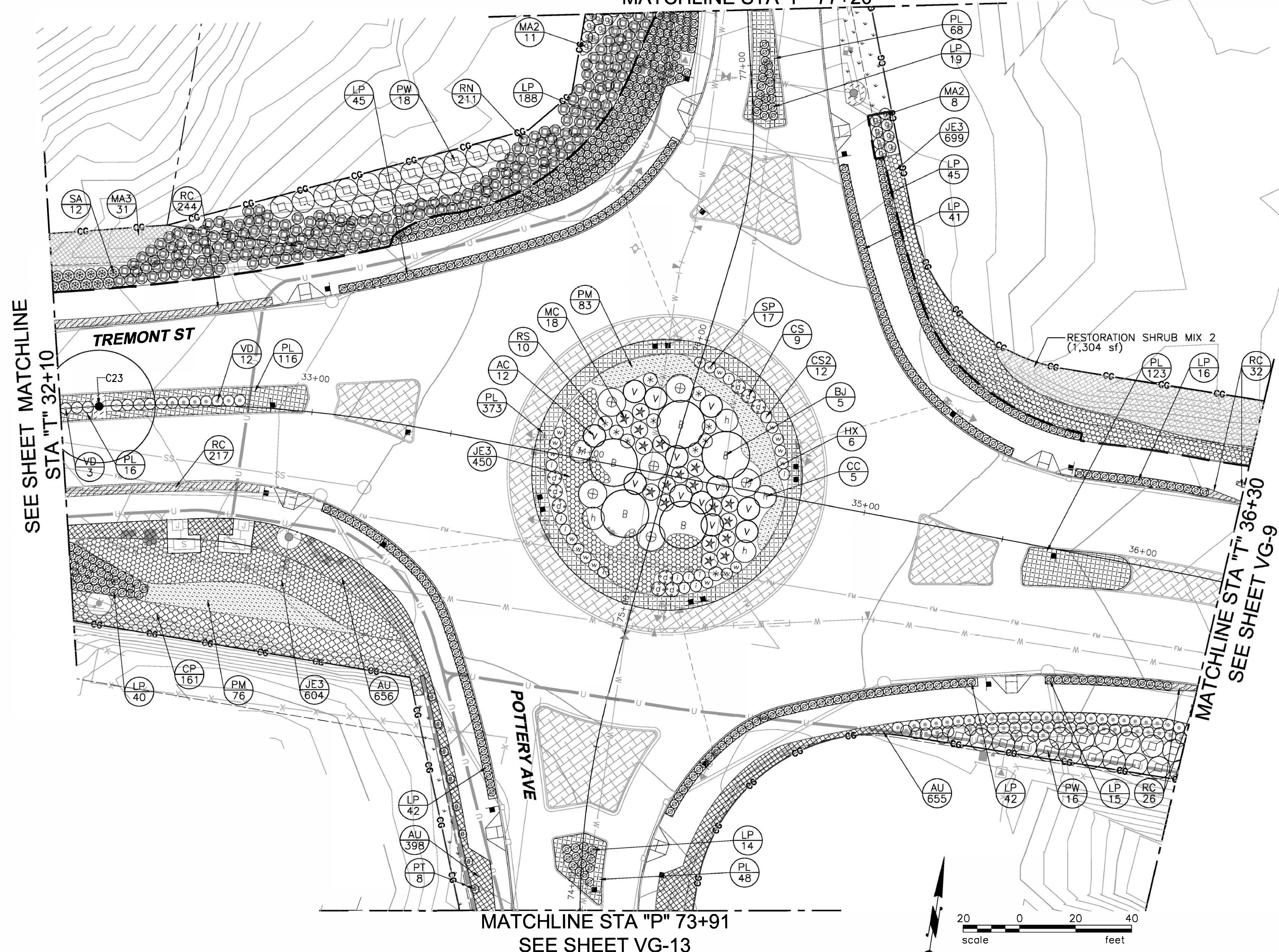
CITY OF PORT ORCHARD  
TREMONT STREET WIDENING  
SR 16 TO PORT ORCHARD BLVD  
PLANTING PLAN - SHEET 6

|             |              |
|-------------|--------------|
| DRAWING NO. | VG-7         |
| PROJECT NO. | FAPWT-06-036 |
| DATE:       | Apr 27, 2017 |
| SHEET NO.   | 221 of 230   |

SEE SHEET VG-14  
MATCHLINE STA "P" 77+20

- NOTES:  
1. SEE VG-1A FOR GENERAL PLANTING NOTES.  
2. SEE VG-1B FOR PLANTING SCHEDULES.  
3. SEE VG-15 AND VG-16 FOR PLANTING DETAILS.

| TREE LOCATION TABLE |          |        |   |
|---------------------|----------|--------|---|
| POINT NO.           | STATION  | OFFSET |   |
| C23                 | 32+23.99 | 0      | C |



LEGEND

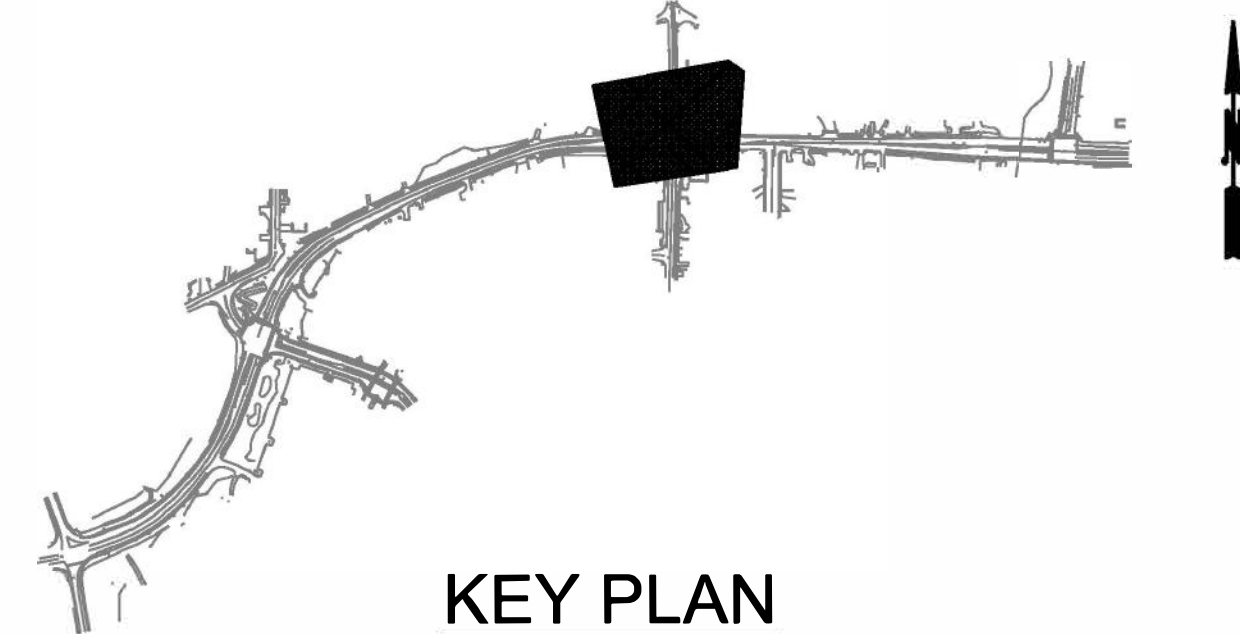
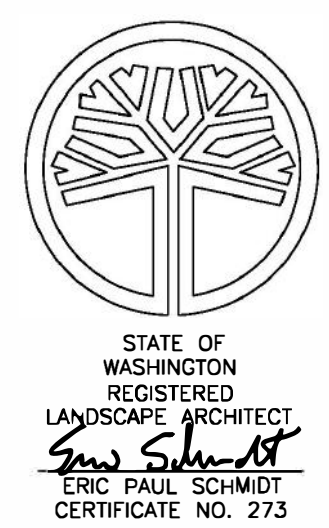
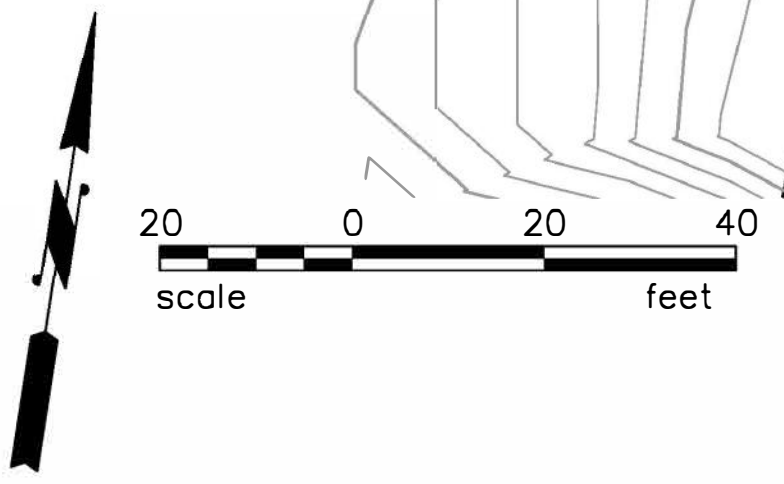
- CG CLEARING LIMIT
- RESTORATION AREAS
- TOP MULCH
- PREVIOUSLY APPLIED SEEDING PER TESC PLANS

SEE SHEET MATCHLINE STA "T" 32+10

MATCHLINE STA "T" 36+30  
SEE SHEET VG-9

MATCHLINE STA "P" 73+91  
SEE SHEET VG-13

PLAN  
SCALE: 1"=20'



KEY PLAN  
CONFORMED SET

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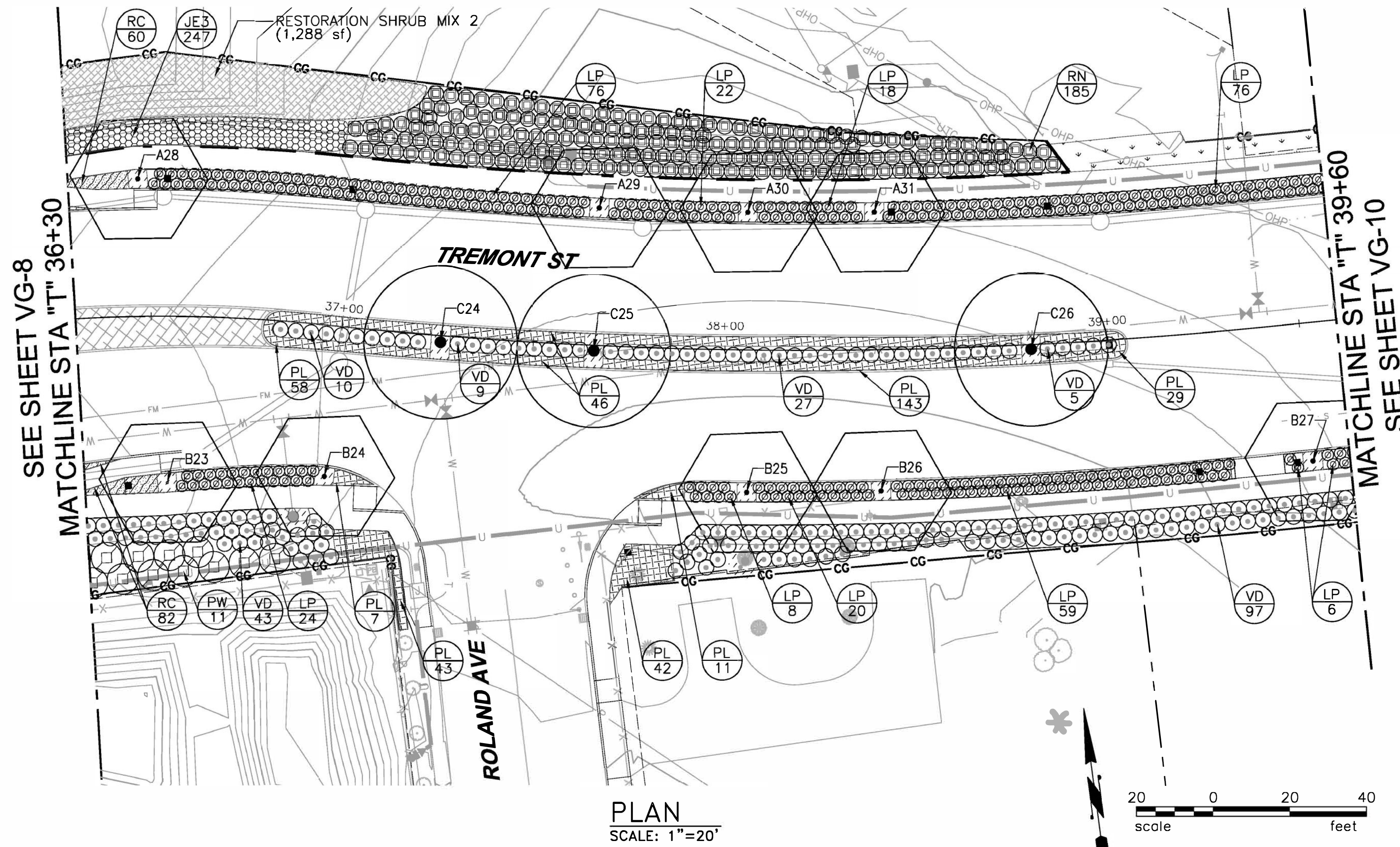
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CITY OF PORT ORCHARD  
TREMONT STREET WIDENING  
SR 16 TO PORT ORCHARD BLVD  
PLANTING PLAN - SHEET 7

|             |              |
|-------------|--------------|
| DRAWING NO. | VG-8         |
| PROJECT NO. | FAPWT-06-036 |
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| SHEET NO.   | 222 of 230   |

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- NOTES:
1. SEE VG-1A FOR GENERAL PLANTING NOTES.
  2. SEE VG-1B FOR PLANTING SCHEDULES.
  3. SEE VG-15 AND VG-16 FOR PLANTING DETAILS.

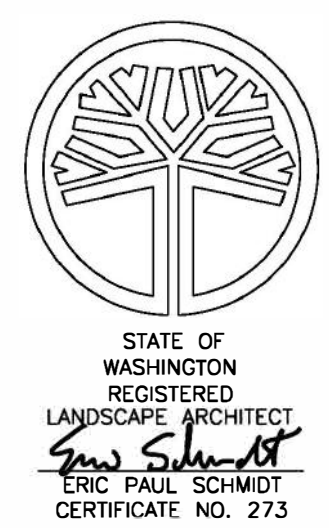
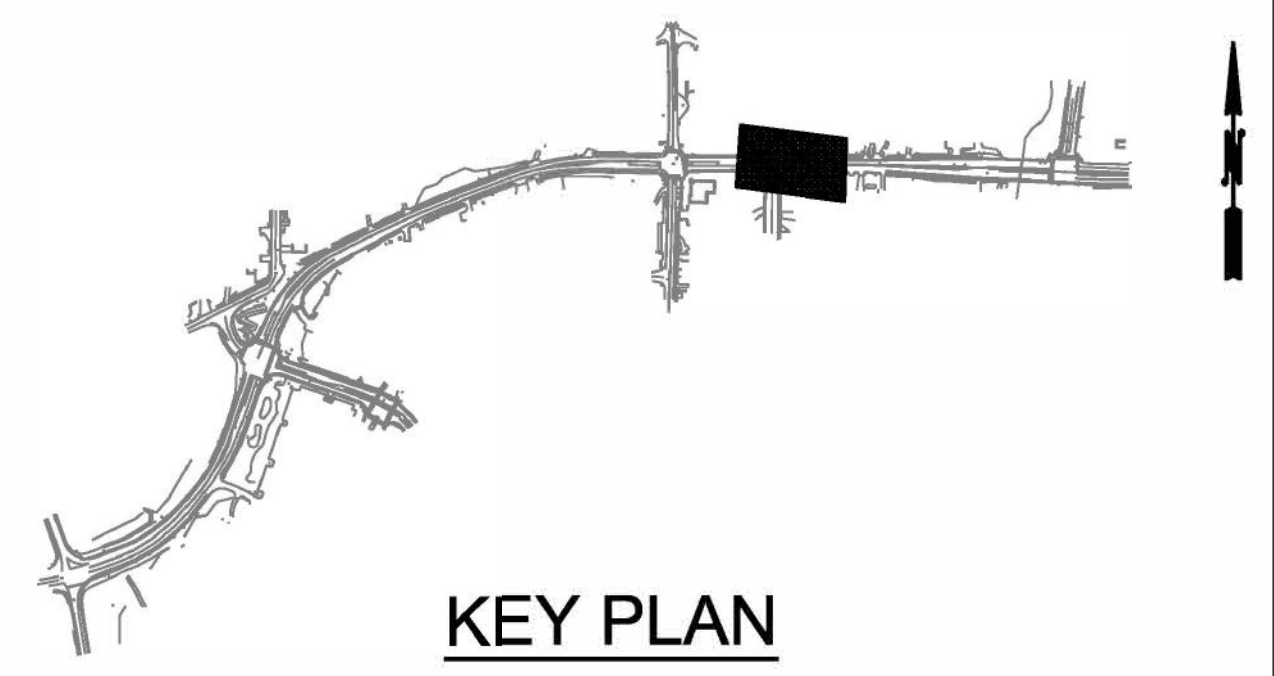
| TREE LOCATION TABLE |          |        |    |
|---------------------|----------|--------|----|
| POINT NO.           | STATION  | OFFSET |    |
| A28                 | 36+47.04 | 36     | LT |
| A29                 | 37+65.51 | 36     | LT |
| A30                 | 38+5.50  | 36     | LT |
| A31                 | 38+39.50 | 36     | LT |

| TREE LOCATION TABLE |          |        |    |
|---------------------|----------|--------|----|
| POINT NO.           | STATION  | OFFSET |    |
| B23                 | 36+54.35 | 43.34  | RT |
| B24                 | 36+98.98 | 39.31  | RT |
| B25                 | 38+6.11  | 37.09  | RT |
| B26                 | 38+40.11 | 36.8   | RT |
| B27                 | 39+50.00 | 36     | RT |

| TREE LOCATION TABLE |          |        |   |
|---------------------|----------|--------|---|
| POINT NO.           | STATION  | OFFSET |   |
| C24                 | 37+25.82 | 1.71   | C |
| C25                 | 37+65.82 | 1.38   | C |
| C26                 | 38+79.82 | 1.19   | C |

**LEGEND**

- CG — CLEARING LIMIT
- RESTORATION AREAS
- TOP MULCH
- PREVIOUSLY APPLIED SEEDING PER TESC PLANS



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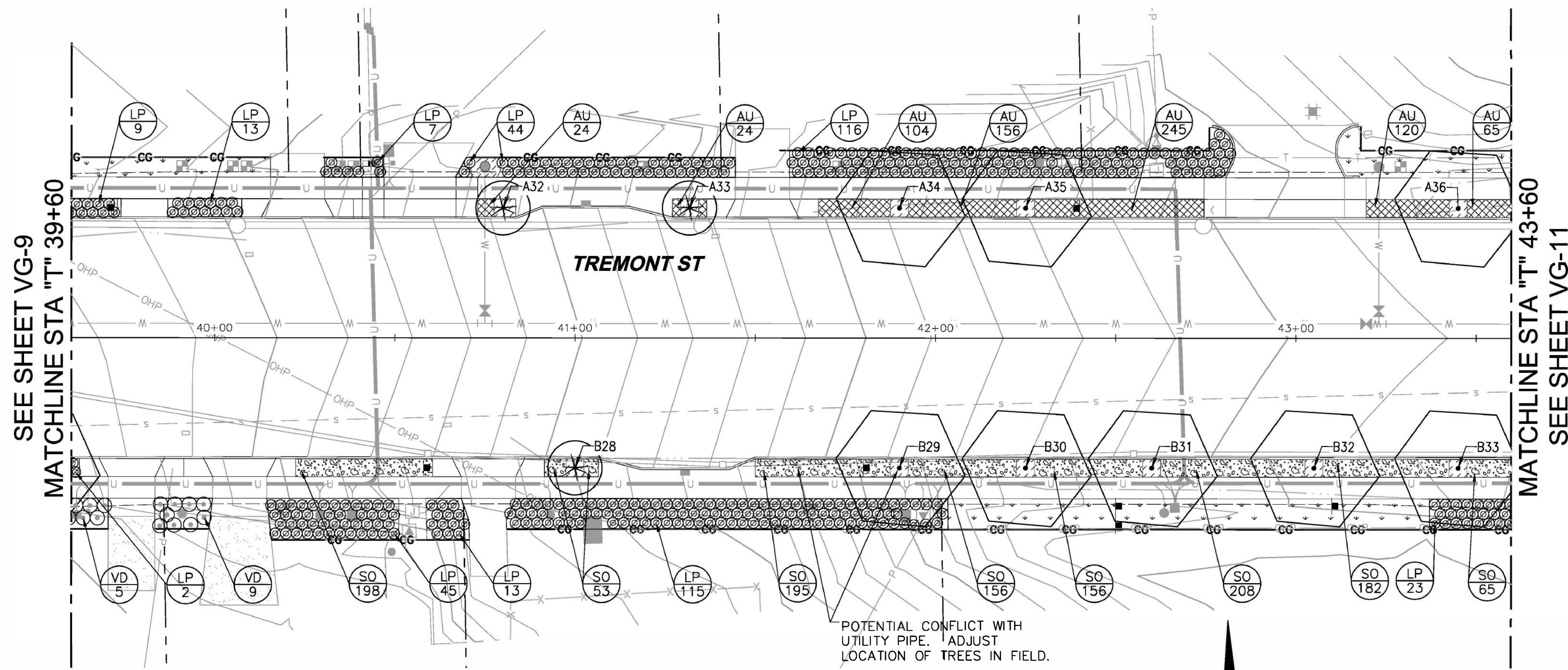
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**TREMONT STREET WIDENING**  
**SR 16 TO PORT ORCHARD BLVD**  
 PLANTING PLAN - SHEET 8

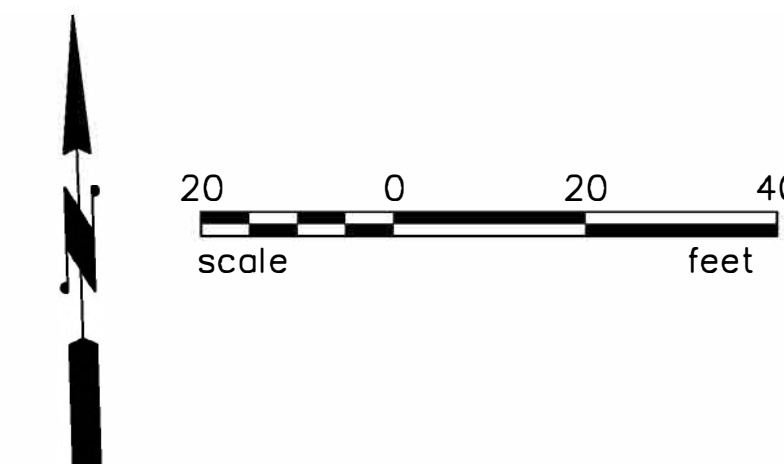
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 PROJECT NO. **FAPWT-06-036**  
 DATE: **Apr 27, 2017**  
 SHEET NO. **223 of 230**

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PLAN  
SCALE: 1"=20'

POTENTIAL CONFLICT WITH  
UTILITY PIPE. ADJUST  
LOCATION OF TREES IN FIELD.

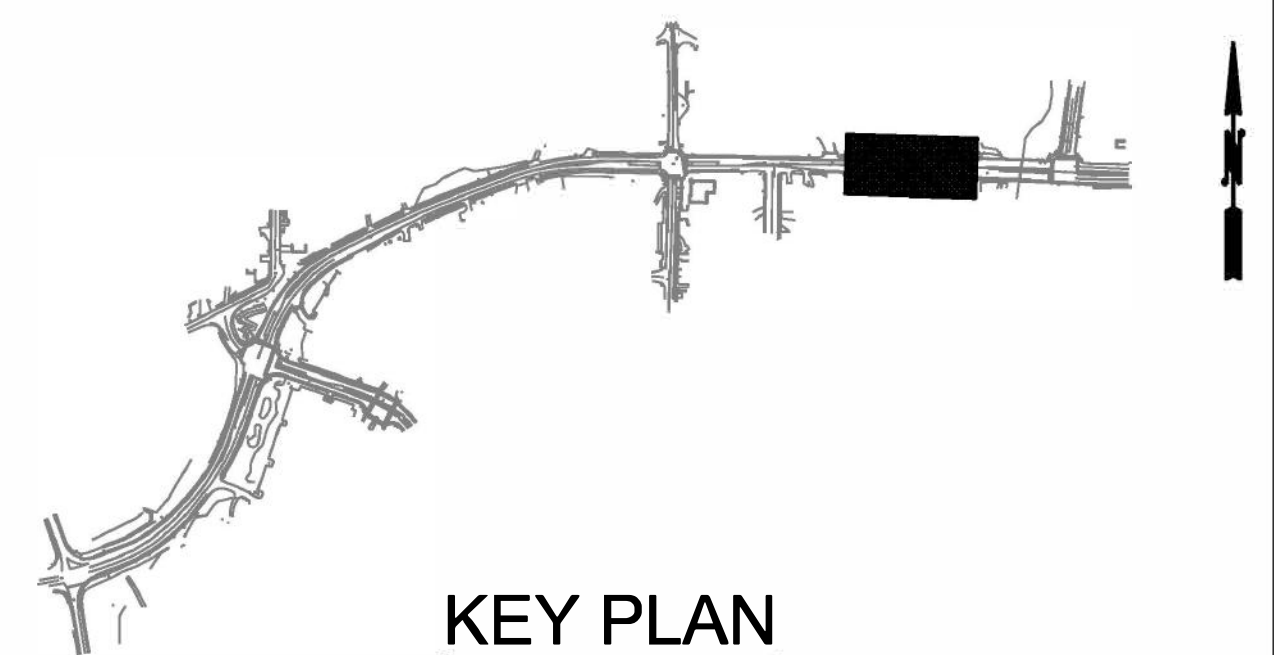


- NOTES:
- SEE VG-1A FOR GENERAL PLANTING NOTES.
  - SEE VG-1B FOR PLANTING SCHEDULES.
  - SEE VG-15 AND VG-16 FOR PLANTING DETAILS.

| TREE LOCATION TABLE |          |        |    |
|---------------------|----------|--------|----|
| POINT NO.           | STATION  | OFFSET |    |
| A32                 | 40+80.00 | 36.02  | LT |
| A33                 | 41+31.73 | 35.98  | LT |
| A34                 | 41+90.00 | 36     | LT |
| A35                 | 42+25.00 | 36     | LT |
| A36                 | 43+45.00 | 36     | LT |

| TREE LOCATION TABLE |          |        |    |
|---------------------|----------|--------|----|
| POINT NO.           | STATION  | OFFSET |    |
| B28                 | 41+00.00 | 35.92  | RT |
| B29                 | 41+89.96 | 36     | RT |
| B30                 | 42+25.00 | 36     | RT |
| B31                 | 42+60.00 | 36     | RT |
| B32                 | 43+5.00  | 36     | RT |
| B33                 | 43+45.00 | 36     | RT |

- LEGEND
- CG CLEARING LIMIT
  - RESTORATION AREAS
  - TOP MULCH
  - PREVIOUSLY APPLIED SEEDING PER TESC PLANS



KEY PLAN  
CONFORMED SET

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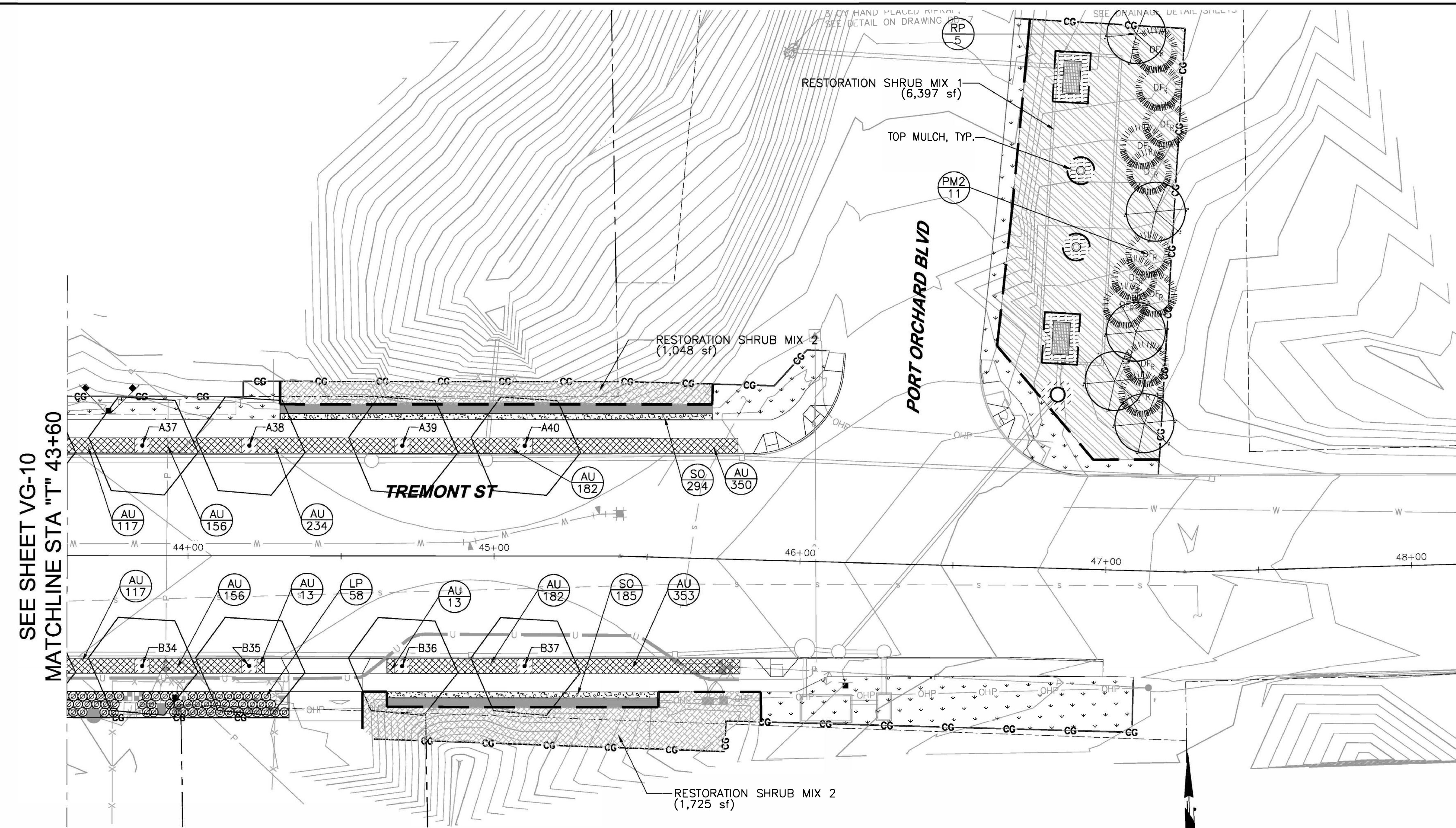
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CHECK BY ES  
PROJ MGR ES



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TREMONT STREET WIDENING  
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PLANTING PLAN - SHEET 9

DRAWING NO. VG-10  
PROJECT NO. FAPWT-06-036  
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SHEET NO. 224 of 230

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PLAN  
SCALE: 1"=20'

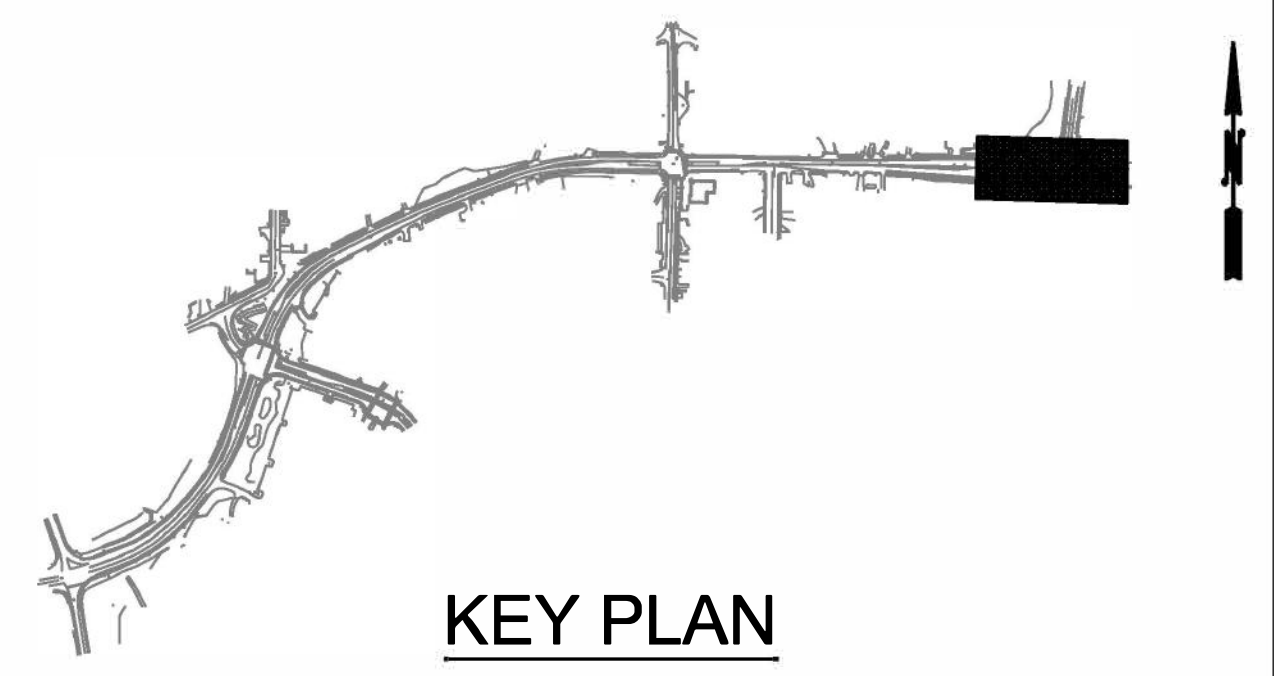
- NOTES:
1. SEE VG-1A FOR GENERAL PLANTING NOTES.
  2. SEE VG-1B FOR PLANTING SCHEDULES.
  3. SEE VG-15 AND VG-16 FOR PLANTING DETAILS.

| TREE LOCATION TABLE |          |        |    |
|---------------------|----------|--------|----|
| POINT NO.           | STATION  | OFFSET |    |
| A37                 | 43+85.00 | 36     | LT |
| A38                 | 44+20.00 | 36     | LT |
| A39                 | 44+70.00 | 36     | LT |
| A40                 | 45+10.00 | 36     | LT |

| TREE LOCATION TABLE |          |        |    |
|---------------------|----------|--------|----|
| POINT NO.           | STATION  | OFFSET |    |
| B34                 | 43+85.00 | 36     | RT |
| B35                 | 44+20.00 | 36     | RT |
| B36                 | 44+70.00 | 36     | RT |
| B37                 | 45+10.00 | 36     | RT |

LEGEND

- CG CLEARING LIMIT
- RESTORATION AREAS
- TOP MULCH
- PREVIOUSLY APPLIED SEEDING PER TESC PLANS



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1-800-4 24-5555

| MARK | REVISION DESCRIPTION | BY | APP. | DATE |
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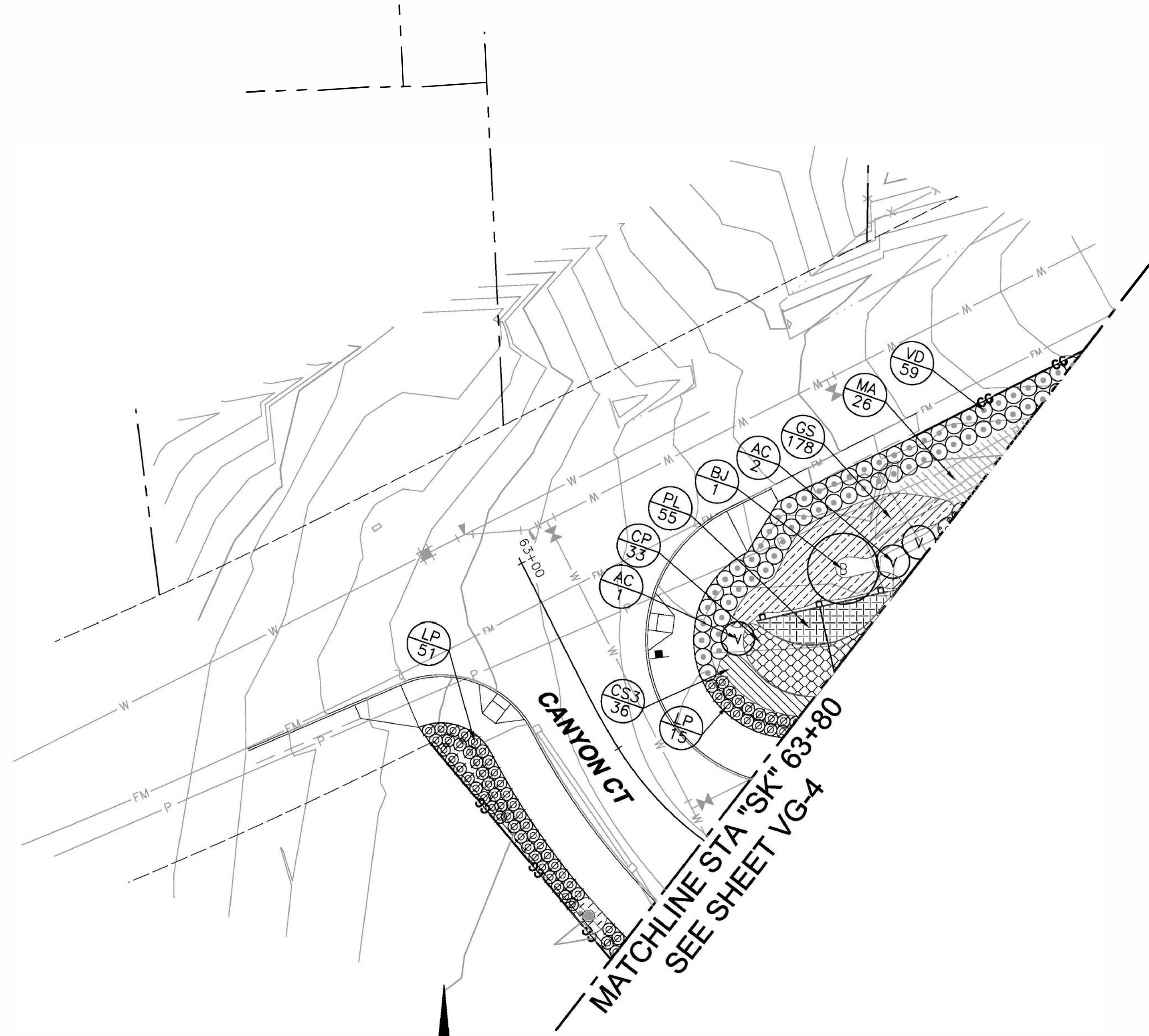
CITY OF PORT ORCHARD  
TREMONT STREET WIDENING  
SR 16 TO PORT ORCHARD BLVD  
PLANTING PLAN - SHEET 10

DRAWING NO. VG-11  
PROJECT NO. FAPWT-06-036  
DATE: Apr 27, 2017  
SHEET NO. 225 of 230

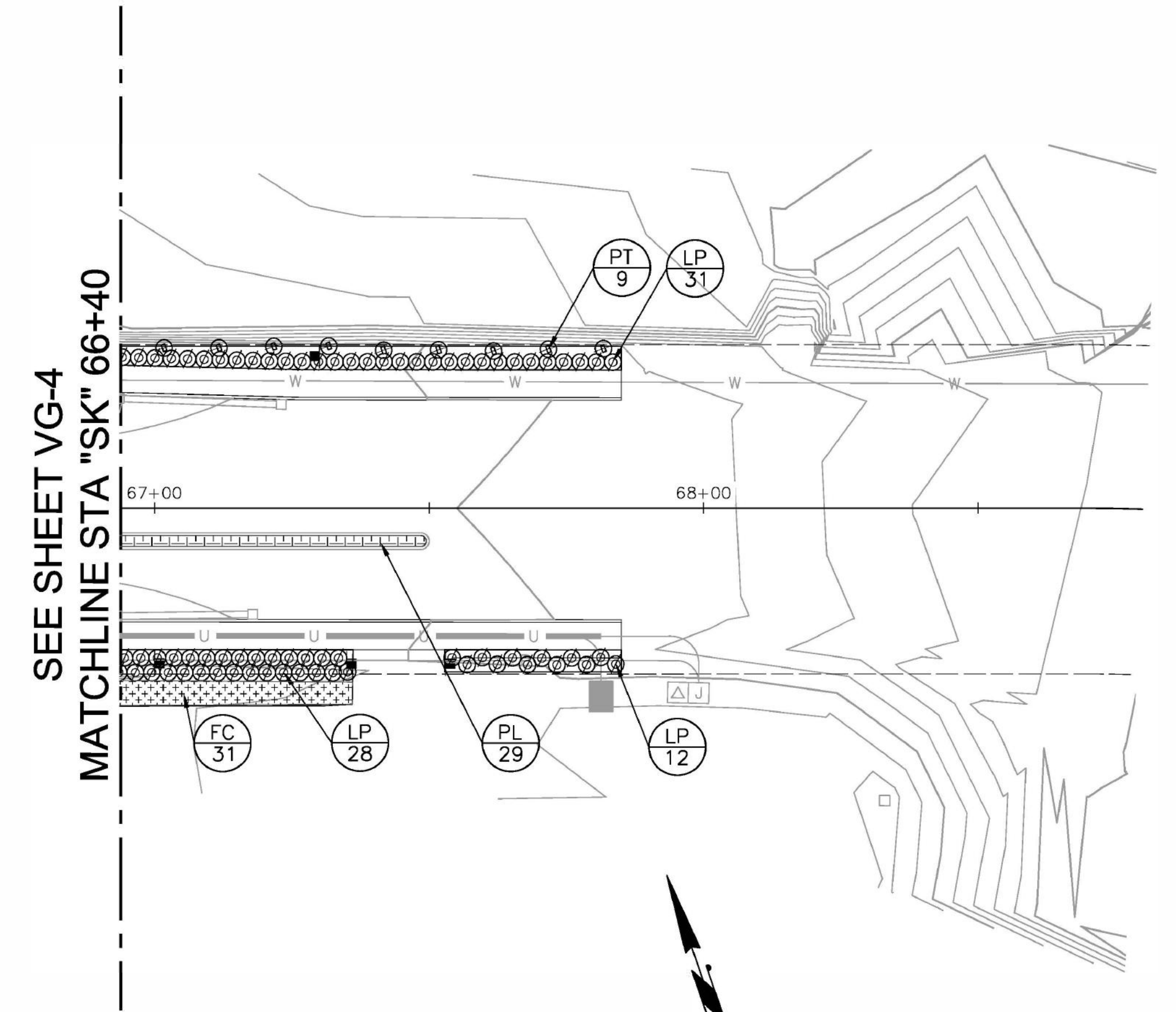
# EXHIBIT C

SE 1/4, SEC 34, T. 24 N., R. 1E, W.M.

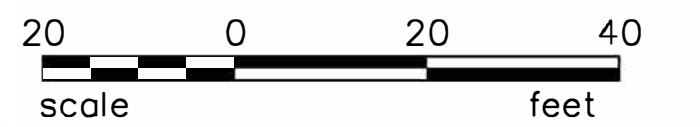
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PLAN  
SCALE: 1"=20'



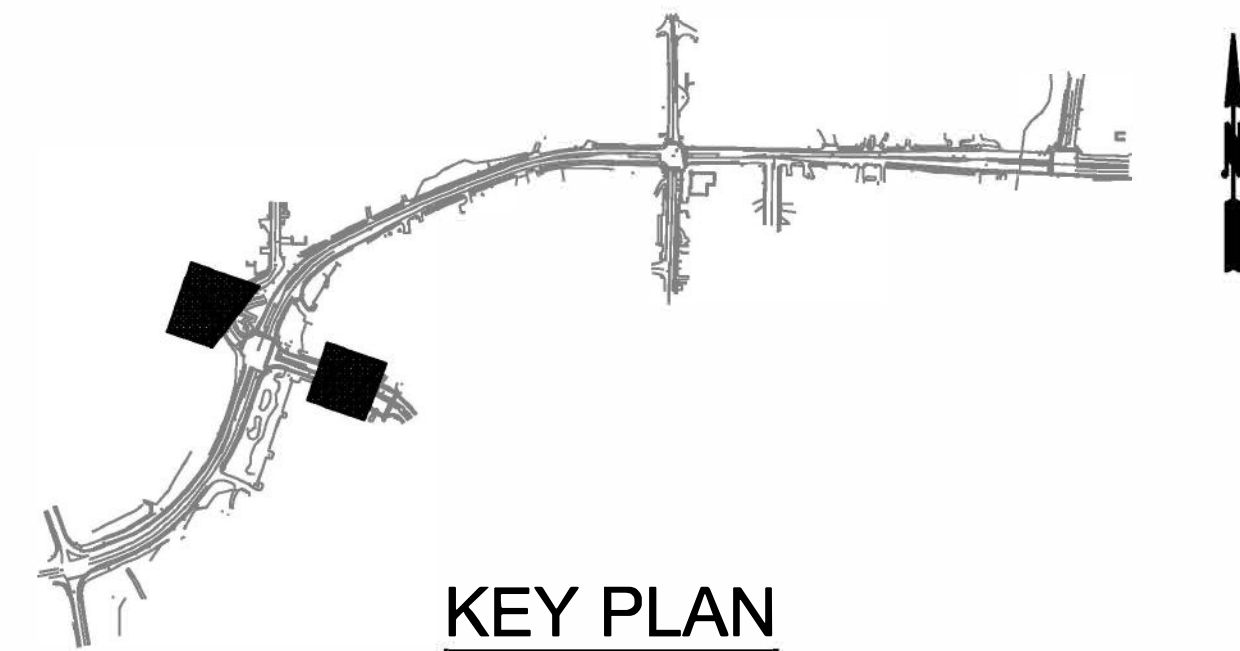
PLAN  
SCALE: 1"=20'



- NOTES:
- SEE VG-1A FOR GENERAL PLANTING NOTES.
  - SEE VG-1B FOR PLANTING SCHEDULES.
  - SEE VG-15 AND VG-16 FOR PLANTING DETAILS.

**LEGEND**

- CG CLEARING LIMIT
- RESTORATION AREAS
- TOP MULCH
- PREVIOUSLY APPLIED SEEDING PER TESC PLANS



**KEY PLAN**  
**CONFORMED SET**

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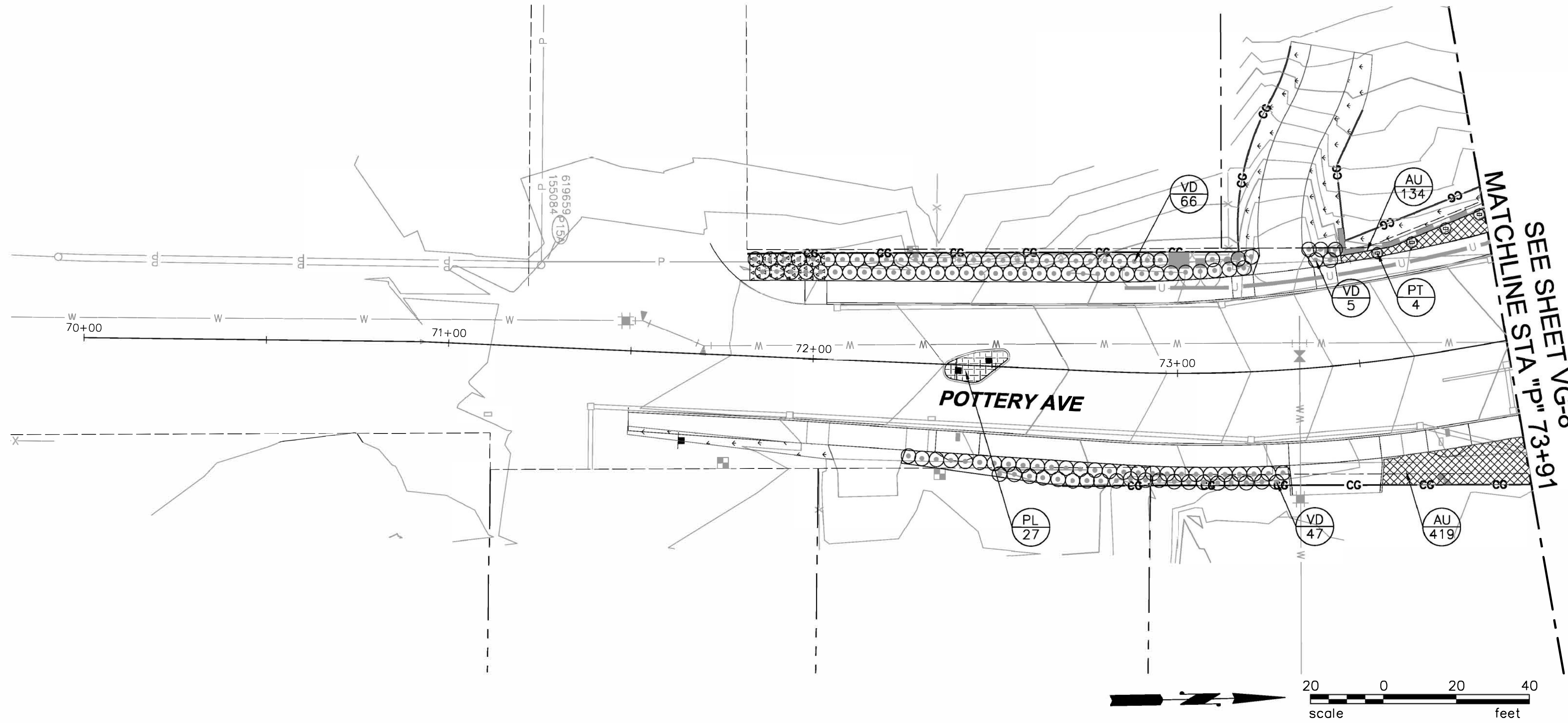


**CITY OF PORT ORCHARD**  
**TREMONT STREET WIDENING**  
**SR 16 TO PORT ORCHARD BLVD**  
  
PLANTING PLAN - SHEET 11

DRAWING NO. **VG-12**  
PROJECT NO. **FAPWT-06-036**  
DATE: **Apr 27, 2017**  
SHEET NO. **226 of 230**

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- NOTES:
1. SEE VG-1A FOR GENERAL PLANTING NOTES.
  2. SEE VG-1B FOR PLANTING SCHEDULES.
  3. SEE VG-15 AND VG-16 FOR PLANTING DETAILS.

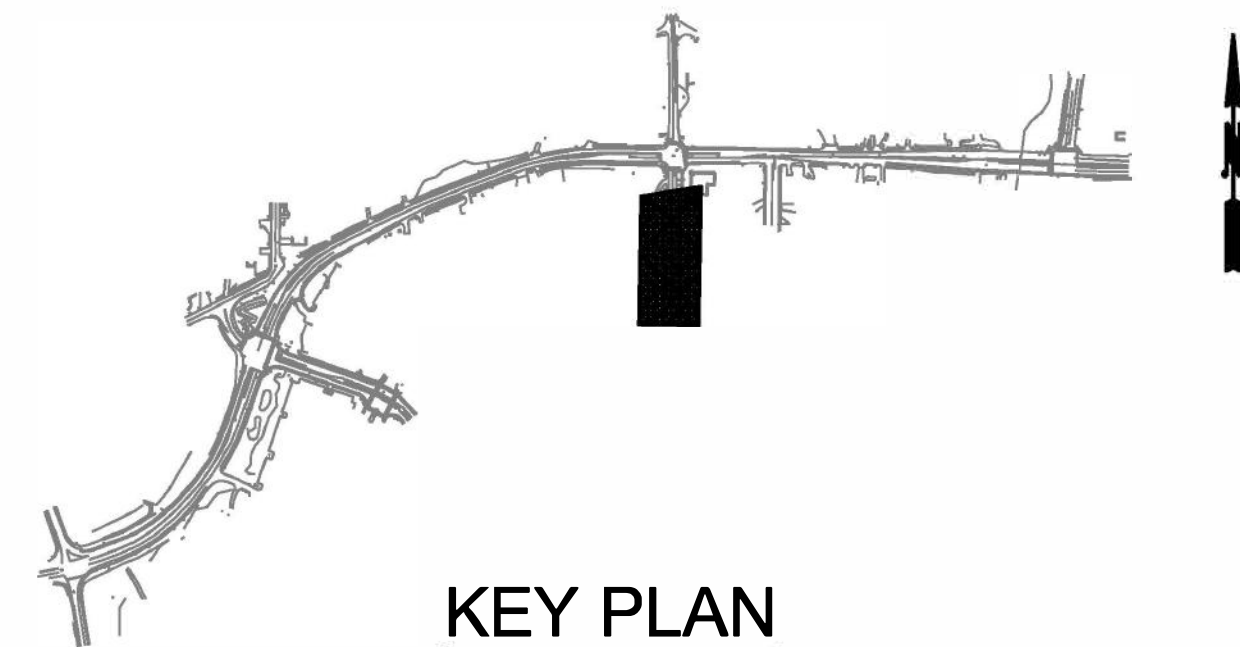


PLAN  
SCALE: 1"=20'

MATCHLINE STA "P" 73+91  
SEE SHEET VG-8

LEGEND

- CC CLEARING LIMIT
- RESTORATION AREAS
- TOP MULCH
- PREVIOUSLY APPLIED SEEDING PER TESC PLANS



KEY PLAN  
CONFORMED SET

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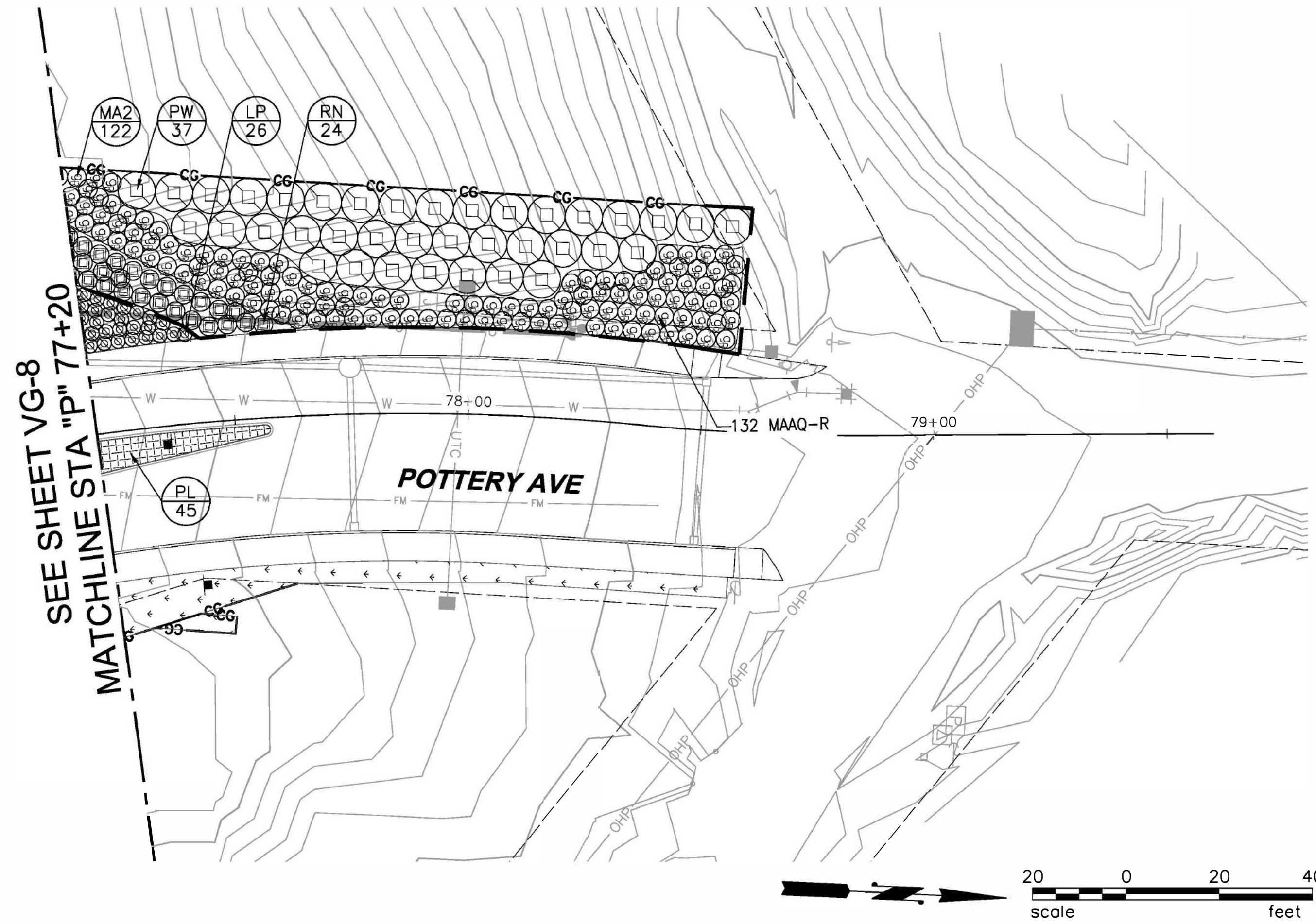
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CITY OF PORT ORCHARD  
TREMONT STREET WIDENING  
SR 16 TO PORT ORCHARD BLVD  
PLANTING PLAN - SHEET 12

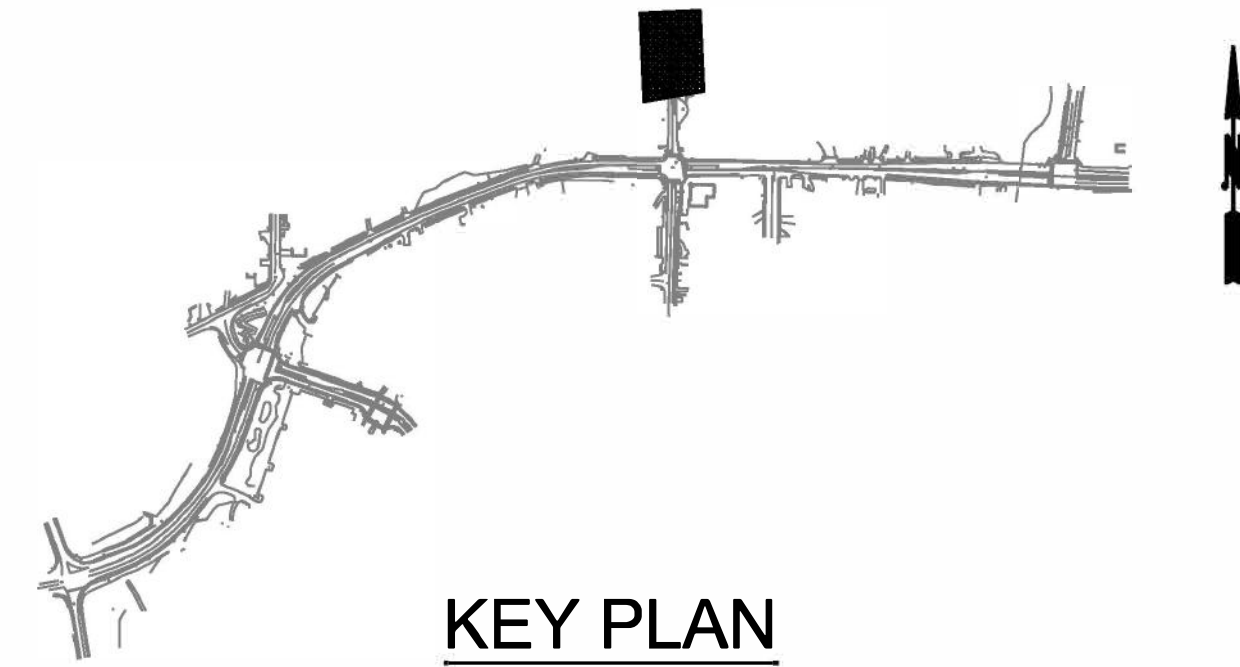
DRAWING NO. **VG-13**  
PROJECT NO. FAPWT-06-036  
DATE: Apr 27, 2017  
SHEET NO. 227 of 230

- NOTES:  
 1. SEE VG-1A FOR GENERAL PLANTING NOTES.  
 2. SEE VG-1B FOR PLANTING SCHEDULES.  
 3. SEE VG-15 AND VG-16 FOR PLANTING DETAILS.



PLAN  
 SCALE: 1"=20'

- LEGEND
- CG — CLEARING LIMIT
  - RESTORATION AREAS
  - ▨ TOP MULCH
  - ▧ PREVIOUSLY APPLIED SEEDING PER TESC PLANS



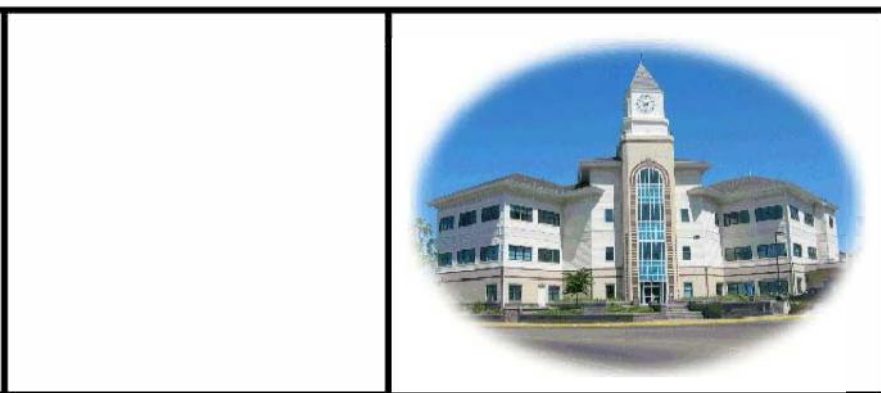
KEY PLAN  
 CONFORMED SET

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CITY OF PORT ORCHARD  
 TREMONT STREET WIDENING  
 SR 16 TO PORT ORCHARD BLVD  
 PLANTING PLAN -SHEET 13

DRAWING NO. **VG-14**  
 PROJECT NO. FAPWT-06-036  
 DATE: Apr 27, 2017  
 SHEET NO. 228 of 230



# Exhibit D

Do not prune Juncus Elk Blue unless absolutely necessary. This grass is evergreen and does not require much maintenance

## PLANT SCHEDULE

| TREES  | CODE | QTY   | BOTANICAL NAME                 | COMMON NAME                 | CONT  | SIZE                    |           |
|--------|------|-------|--------------------------------|-----------------------------|-------|-------------------------|-----------|
| (V)    | AC   | 23    | Acer circinatum                | Vine Maple (N)              | B & B | 6-8' ht. Multi-Stemmed, |           |
| (*)    | AR   | 5     | Acer rubrum 'Bowhall'          | Bowhall Maple               | B & B | 3" cal Branch at 6-8'   |           |
| (*)    | AR2  | 63    | Acer rubrum 'Franksred' TM     | Red Sunset Maple            | B & B | 3" cal Branch at 6-8'   |           |
| (*)    | AA2  | 26    | Acer x freemanii 'Jeffsred'    | Autumn Blaze Maple          | B & B | 3" cal Branch at 6-8'   |           |
| (B)    | BJ   | 9     | Betula jacquemontii            | Himalayan Birch             | B & B | 3" cal.                 |           |
| (DF)   | PM2  | 11    | Pseudotsuga menziesii          | Douglas Fir (N) (DT)        | #1    | 12" HT                  |           |
| (*)    | RP   | 5     | Rhamnus purshiana              | Cascara (N) (DT)            | #2    | 12"-36" height          |           |
| SHRUBS | CODE | QTY   | BOTANICAL NAME                 | COMMON NAME                 | CONT  | SIZE                    | SPACING   |
| (*)    | CS   | 25    | Cornus sericea 'Flaviramea'    | Yellow Twig Dogwood         | #3    | 21" h                   | 60" o.c.  |
| (O)    | CS2  | 37    | Cornus sericea 'Isanti'        | Isanti Dogwood              | #3    | 21" h                   | 48" o.c.  |
| (h)    | CC   | 8     | Corylus cornuta                | Western Hazelnut (N)        | #5    | 30" h x 24" w           | 96" o.c.  |
| (⊕)    | HX   | 12    | Hamamelis x intermedia 'Diana' | 'Diana' Witchhazel          | #5    | 3' h x 3' w             | 120" o.c. |
| (⊗)    | LP   | 3,273 | Lonicera pileata               | Privet Honeysuckle (DT)     | #1    | 15" h x 15" w           | 36" o.c.  |
| (⊙)    | MA2  | 138   | Mahonia aquifolium             | Tall Oregon Grape (DT) (N)  | #1    | 15" h                   | 48" o.c.  |
| (*)    | MC   | 27    | Myrica californica             | Pacific Wax Myrtle (DT) (N) | #1    | 12" h                   | 72" o.c.  |
| (⊙)    | PT   | 95    | Parthenocissus tricuspidata    | Boston Ivy                  | #1    | 6"-15" height           | 36" o.c.  |
| (□)    | PW   | 87    | Philadelphus lewisii           | Mack Orange (DT) (N)        | #5    | 42" h x 30" w           | 96" o.c.  |
| (*)    | RS   | 17    | Ribes sanguineum               | Red Flowering Currant (N)   | #3    | 24" h x 18" w           | 60" o.c.  |
| (⊙)    | RN   | 417   | Rosa nutkana                   | Nootka Rose (N)             | #1    | 15" h x 15" w           | 48" o.c.  |
| (⊙)    | SP   | 48    | Salix purpurea 'Nana'          | Dwarf Arctic Willow         | #1    | 18" h x 15" w           | 48" o.c.  |
| (⊙)    | SA   | 178   | Symphoricarpos albus           | Snowberry (N)               | #1    | 12" h                   | 48" o.c.  |
| (O)    | VD   | 1,242 | Viburnum davidii               | David Viburnum              | #1    | 12" h                   | 48" o.c.  |

| SHRUB AREAS               | CODE                    | QTY   | BOTANICAL NAME   | COMMON NAME                   | CONT        | SIZE                         | SPACING  |
|---------------------------|-------------------------|-------|--|-------------------------------|-------------|------------------------------|----------|
| (*)                       | MA3                     | 277   | Mahonia aquifolium                                     | Tall Oregon Grape (DT) (N)    | #1          | 15" h                        | 48" o.c. |
| (*)                       | MA                      | 772   | Mahonia aquifolium 'Compacta'                          | Compact Oregon Grape (DT) (N) | #2          | 15" h                        | 36" o.c. |
| LOW SHRUBS AND PERENNIALS | CODE                    | QTY   | BOTANICAL NAME   | COMMON NAME                   | CONT        | SIZE                         | SPACING  |
| (*)                       | CP                      | 723   | Ceanothus gloriosus 'Point Reyes'                      | 'Point Reyes' Ceanothus (DT)  | #1          | 3" h x 8" w                  | 36" o.c. |
| (*)                       | CS3                     | 117   | Cornus sericea 'Kelsey'                                | 'Kelsey' Red-Twig Dogwood     | #1          | 12" h                        | 24" o.c. |
| (*)                       | FC                      | 353   | Fragaria chiloensis                                    | Coastal Strawberry (N) (DT)   | #SP4/4" Pot | 3" h x 12" w, min. 3 Runners | 30" o.c. |
| (*)                       | GS                      | 730   | Gaultheria shallon                                     | Salal (DT) (N)                | #1          | 9" h                         | 24" o.c. |
| (*)                       | JE3                     | 3,019 | Juncus patens 'Elks Blue'                              | 'Elks Blue' Gray Rush         | #1          | 12" h                        | 18" o.c. |
| (*)                       | PM                      | 239   | Polystichum munitum                                    | Swordfern (DT) (N)            | #1          | 12" h x 12" w                | 36" o.c. |
| (*)                       | PL                      | 5,006 | Prunus laurocerasus 'Mt. Vernon'                       | 'Mt. Vernon' English Laurel   | #2          | 12" w                        | 24" o.c. |
| GROUND COVERS             | CODE                    | QTY   | BOTANICAL NAME   | COMMON NAME                   | CONT        | SIZE                         | SPACING  |
| (*)                       | AU                      | 5,932 | Arctostaphylos uva-ursi                                | Kinnikinnick (DT) (N)         | #1          | 4" h x 12" w, min. 3 Runners | 12" o.c. |
| (*)                       | RC                      | 4,537 | Rubus calycinoides                                     | Bramble (DT)                  | #1          | 3" h x 12" w, min. 3 Runners | 12" o.c. |
| (*)                       | SO                      | 5,440 | Sedum oregonum and Sedum kamtschaticum var., 50/50 mix | Oregon and Kamchatka Sedum    | #SP4/4" Pot | 2" h x 6" w                  | 12" o.c. |
| (*)                       | RESTORATION SHRUB MIX 1 |       |  | 7,290 sf                      |             |                              |          |
|                           |                         |       | Cornus sericea / Red Twig Dogwood (N)                  | 119                           | 25%         | Live Stakes                  | 48" oc   |
|                           |                         |       | Mahonia aquifolium / Tall Oregon Grape (DT) (N)        | 119                           | 25%         | #1 48" oc                    |          |
|                           |                         |       | Rosa nutkana / Nootka Rose (N)                         | 119                           | 25%         | #1 48" oc                    |          |
|                           |                         |       | Spiraea douglasii / Douglas Spirea (N)                 | 119                           | 25%         | #1 48" oc                    |          |
| (*)                       | RESTORATION SHRUB MIX 2 |       |  | 25,378 sf                     |             |                              |          |
|                           |                         |       | Holodiscus discolor / Ocean-spray (DT) (N)             | 330                           | 20%         | #1 48" oc                    |          |
|                           |                         |       | Mahonia aquifolium / Tall Oregon Grape (DT) (N)        | 330                           | 20%         | #1 48" oc                    |          |
|                           |                         |       | Rosa nutkana / Nootka Rose (N)                         | 330                           | 20%         | #1 48" oc                    |          |
|                           |                         |       | Spiraea douglasii / Douglas Spirea (N)                 | 330                           | 20%         | #1 48" oc                    |          |
|                           |                         |       | Symphoricarpos albus / Snowberry (N)                   | 330                           | 20%         | #1 48" oc                    |          |

All shrubs **not** highlighted as trees (purple) or groundcovers (green) can be pruned every year or every other year to keep shape. Only prune in full dormancy between December and February.

**Never** use a hedge trimmer on trees or shrubs as they are too destructive and do not create clean cuts. Hedge trimmers may only be used on ground covers.

TREES (purple)- Only prune trees as needed. Do no cut more than 2" diam. branch so shape early in the first 4-5 years of establishment. After that, only remove dead or broken branches. Refer to an arborist for any aggressive pruning.

Groundcovers (green)- can be cut back, hedged, or pruned every year. Try to cut back after the first hard frost of winter and before spring new growth (Dec-Feb). Trim ground cover as needed to prevent encroachment into the curbs, sidewalks, and streets.

## CITY OF PORT ORCHARD PURCHASED SERVICE AGREEMENT

THIS Agreement (“Agreement”) is made effective as of the 24<sup>th</sup> day of November, 2020, by and between the City of Port Orchard, a municipal corporation, organized under the laws of the State of Washington, whose address is:

CITY OF PORT ORCHARD, WASHINGTON (hereinafter the “CITY”)  
216 Prospect Street  
Port Orchard, Washington 98366  
Contact: Mayor Robert Putaansuu Phone: 360.876.4407 Fax: 360.895.9029

And AtWork! Commercial Enterprise LLC a Limited Liability Company (describe the type of organization, whether corporation, sole proprietorship, etc.), organized under the laws of the State of Washington, doing business at:

Atwork! Commercial Enterprise LLC (hereinafter the “VENDOR”)  
1935 152<sup>nd</sup> PI NE  
Bellevue, WA 98007  
Contact: John Song Phone: 206.434.6623 Email: johns1@workwa.org

for purchased services performed in connection with the following:

2021 Tremont Landscaping Maintenance

### TERMS AND CONDITIONS

#### 1. Services by Vendor.

A. The Vendor shall perform the services described in the Scope of Work attached to this Agreement as Exhibit "A." The services performed by the Vendor shall not exceed the Scope of Work without prior written authorization from the City.

B. The City may from time to time require changes or modifications in the Scope of Work. Such changes, including any decrease or increase in the amount of compensation, shall be agreed to by the parties and incorporated in written amendments to the Agreement.

C. This Agreement shall commence on **January 1<sup>st</sup>, 2021**, (“Commencement Date”) and shall terminate **December 31<sup>st</sup>, 2021**, unless extended or terminated in writing as provided herein. **Additionally, the City reserves the rights to review the Agreement at regular intervals to assure the quality of services provided by the Vendor and to offer two (2) one-year extensions prior to contract expiration to retain the Vendor’s services.**

D. Unless otherwise specified in the attached Scope of Work, all tools, equipment, supplies, chemicals or any other materials necessary for the completion of the services described in the Scope of Work shall be provided by the Vendor.

E. The Vendor shall report any damage or potential hazard involving City property immediately to the City of Port Orchard Public Works Department or in the case of an emergency by calling 911. Hazardous conditions shall be immediately remedied or secured by the Vendor to prevent further damage and/or to protect the public from injury.

F. Any incidents, accidents, or altercations with members of the public or with City staff shall be immediately reported to the City of Port Orchard Public Works Department. The City's Public Works Director may require a written report describing the incident or accident.

G. The Vendor shall remedy, in a timely manner, and at its expense, any damage to City property due to the negligence of the Vendor or the Vendor's employees.

## 2. Schedule of Work.

A. The Vendor shall perform the services described in the scope of work in accordance with the Schedule attached to this contract as Exhibit "A." If delays beyond the Vendor's reasonable control occur, the parties will negotiate in good faith to determine whether an extension is appropriate.

B. The Vendor is authorized to proceed with services upon receipt of a written Notice to Proceed.

## 3. Compensation.

LUMP SUM. Compensation for these services shall be a Lump Sum of \$\_\_\_\_\_.

TIME AND MATERIALS NOT TO EXCEED. Compensation for these services shall not exceed **\$24,939.20** (applicable tax included) without written authorization and will be based on billing rates and reimbursable expenses attached hereto as Exhibit "A".

TIME AND MATERIALS. Compensation for these services shall be on a time and materials basis according to the list of billing rates and reimbursable expenses attached hereto as Exhibit "\_\_\_\_\_."

OTHER. \_\_\_\_\_

## 4. Payment.

A. The Vendor shall maintain time and expense records and provide them to the City monthly after services have been performed, along with monthly invoices in a format acceptable to the City for work performed to the date of the invoice.

B. All invoices shall be paid by City warrant within thirty (30) days of receipt of a complete invoice. If the City objects to all or any portion of any invoice, it shall so notify the Vendor of the same within fifteen (15) days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

C. The Vendor shall keep cost records and accounts pertaining to this Agreement available for inspection by City representatives for six (6) years after final payment unless a longer period is required by a third-party agreement. Copies shall be made available on request.

D. If the services rendered do not meet the requirements of this Agreement, the Vendor will correct or modify the work to comply with this Agreement. The City may withhold payment for such work until the work meets the requirements of the Agreement.

## 5. Discrimination and Compliance with Laws

A. The Vendor agrees not to discriminate against any employee or applicant for employment or any other person in the performance of this Agreement because of race, creed, color, national origin, marital status, sex, age, disability, or other circumstance prohibited by federal, state, or local law or ordinance, except for a bona fide occupational qualification.

B. Even though the Vendor is an independent contractor with the authority to control and direct the performance and details of the work authorized under this Agreement, the work must meet the approval of the City and shall be subject to the City's general right of inspection to secure the satisfactory completion thereof.

C. The Vendor agrees to comply with all federal, state and municipal laws, rules and regulations, including but not limited to all health and safety regulations applicable to the work that are now effective or become applicable within the term(s) of this Agreement to the Vendor's business, equipment and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations. The Vendor shall comply with all federal and state laws applicable to independent contractors, including, but not limited to, the Washington State Worker's Compensation and Unemployment Insurance laws, and maintenance of a separate set of books and records that reflect all items of income and expenses of the Vendor's business, pursuant to Revised Code of Washington (RCW) 51.08.195, as required by law, to show that the services performed by the Vendor under this Agreement shall not give rise to an employer-employee relationship between the parties, which is subject to Title 51 RCW, Industrial Insurance.

D. The Vendor shall comply with prevailing wage requirements under Washington law. *See*, Prevailing Wage Addendum to this Agreement.

E. The Vendor shall obtain a City of Port Orchard business license prior to commencing work pursuant to a written Notice to Proceed.

F. Violation of this Paragraph 5 shall be a material breach of this Agreement and grounds for cancellation, termination, or suspension of this Agreement by the City, in whole or in part, and may result in ineligibility for further work for the City.

**6. Relationship of Parties.** The parties intend that an independent contractor-client relationship will be created by this Agreement. As the Vendor is customarily engaged in an independently established trade which encompasses the specific service provided to the City hereunder, no agent, employee or representative of the Vendor shall be or shall be deemed to be the employee, agent or representative of the City. In the performance of the work, the Vendor is an independent contractor with the ability to control and direct the performance and details of the work, the City being interested only in the results obtained under this Agreement. None of the benefits provided by the City to its employees, including but not limited to compensation, insurance, and unemployment insurance, are available from the City to the employees, agents or representatives of the Vendor. The Vendor will be solely and entirely responsible for its acts and for the acts of its agents, employees, representatives and sub-consultants during the performance of this

Agreement. The City may, during the term(s) of this Agreement, engage other independent contractors to perform the same or similar work that the Vendor performs hereunder.

## **7. Suspension and Termination of Agreement**

A. Termination without cause. This Agreement may be terminated by the City at any time for public convenience, for the Vendor's insolvency or bankruptcy, or the Vendor's assignment for the benefit of creditors.

B. Termination with cause. The Agreement may be terminated upon the default of the Vendor and the failure of the Vendor to cure such default within a reasonable time after receiving written notice of the default.

### C. Rights Upon Termination.

1. *With or Without Cause.* Upon termination for any reason, all finished or unfinished documents, reports, or other material or work of the Vendor pursuant to this Agreement shall be submitted to the City, and the Vendor shall be entitled to just and equitable compensation for any satisfactory work completed prior to the date of termination, not to exceed the total compensation set forth herein. The Vendor shall not be entitled to any reallocation of cost, profit or overhead. The Vendor shall not in any event be entitled to anticipated profit on work not performed because of such termination. The Vendor shall use its best efforts to minimize the compensation payable under this Agreement in the event of such termination. Upon termination, the City may take over the work and prosecute the same to completion, by contract or otherwise.

2. *Default.* If the Agreement is terminated for default, the Vendor shall not be entitled to receive any further payments under the Agreement until all work called for has been fully performed. Any extra cost or damage to the City resulting from such default(s) shall be deducted from any money due or coming due to the Vendor. The Vendor shall bear any extra expenses incurred by the City in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained, by the City by reason of such default.

D. Suspension. The City may suspend this Agreement, at its sole discretion. Any reimbursement for expenses incurred due to the suspension shall be limited to the Vendor's reasonable expenses, and shall be subject to verification. The Vendor shall resume performance of services under this Agreement without delay when the suspension period ends.

E. Notice of Termination or Suspension. If delivered to the Vendor in person, termination shall be effective immediately upon the Vendor's receipt of the City's written notice or such date as stated in the City's notice of termination, whichever is later. Notice of suspension shall be given to the Vendor in writing upon one week's advance notice to the Vendor. Such notice shall indicate the anticipated period of suspension. Notice may also be delivered to the Vendor at the address set forth in Section 14 herein.

## **8. Standard of Care.**

The Vendor represents and warrants that it, and the Vendor's employees, have the requisite training, skill and experience necessary to provide the services under this Agreement and are appropriately accredited and licensed by all applicable agencies and governmental entities. Services provided by the Vendor and the Vendor's employees under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing in similar circumstances.

The Vendor and the Vendor's employees shall conduct themselves in a professional manner at all times when on site. The Vendor's employees shall wear clothing and/or a uniform which clearly identifies them as an employee of the Vendor.

The Vendor further represents and warrants that it shall provide proper supervision for any employees utilized to perform the services herein and shall ensure that all employees are properly trained and qualified. The Vendor shall ensure that all workplace safety requirements of state or federal law are strictly observed at all times. The Vendor warrants that all employees have been trained to comply with state and federal standards (including but not limited to standards for handling chemicals, WISHA and OSHA) relevant to the duties to be performed in accordance with the Scope of Work.

**9. Ownership and Use of Documents.** All records, files, documents, drawings, specifications, data or information, regardless of form or format, and all other materials produced by the Vendor in connection with the services provided to the City, shall be the property of the City whether finished or not and also whether the project for which they were created is executed or not.

**10. Work Performed at the Vendor's Risk.** The Vendor shall take all precautions necessary and shall be responsible for the safety of its employees, agents and representatives in the performance of the work hereunder, and shall utilize all protection necessary for that purpose. All work shall be done at the Vendor's own risk, and the Vendor shall be responsible for any loss or damage to materials, tools, or other articles used or held by the Vendor for use in connection with the work.

**11. Indemnification.** The Vendor shall defend, indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, including all legal costs and attorneys' fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. The City's inspection or acceptance of any of the Vendor's work when completed shall not be grounds to avoid any of these covenants of indemnification. Nothing in this Agreement shall be construed as creating a liability or right of indemnification in any third party.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Vendor and the City, its officers, officials, employees, agents and volunteers, the Vendor's liability hereunder shall be only to the extent of the Vendor's negligence. The provisions of this section shall survive the expiration or termination of this Agreement.

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE VENDOR'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER. THE VENDOR'S WAIVER OF IMMUNITY UNDER

THE PROVISIONS OF THIS SECTION DOES NOT INCLUDE, OR EXTEND TO, ANY CLAIMS BY THE VENDOR'S EMPLOYEES DIRECTLY AGAINST THE VENDOR.

**12. Insurance.** The Vendor shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Vendor, its agents, representatives, or employees.

A. Minimum Scope of Insurance

Vendor shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 or a substitute form providing equivalent liability coverage and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named by endorsement as an additional insured under the Vendor's Commercial General Liability insurance policy with respect to the work performed for the City.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Vendor's profession if applicable.

B. Minimum Amounts of Insurance

Vendor shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
3. Workers' Compensation Employer's Liability each accident \$1,000,000. Employer's Liability Disease each employee \$1,000,000, and Employer's Liability Disease – Policy Limit \$1,000.00.
4. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

C. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance (as applicable to each line of coverage):

1. The Vendor's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
2. The Vendor shall provide thirty (30) days written notice by certified mail, return receipt requested, to the City prior to the cancellation or alteration of coverage.
3. The City will not waive its right to subrogation against the Vendor. The Vendor's insurance shall be endorsed to waive the right of subrogation against the City, or any self-insurance, or insurance pool coverage maintained by the City.
4. If coverage is written on a "claims made" basis, then a minimum of a three (3) year extended reporting period shall be included with the claims made policy, and proof of this extended reporting period provided by the City.

D. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

E. Verification of Coverage

The Vendor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Vendor before commencement of the work.

**13. Assigning or Subcontracting.** The Vendor shall not assign, transfer, subcontract or encumber any rights, duties, or interests accruing from this Agreement without the express prior written consent of the City, which consent may be withheld in the sole discretion of the City.

**14. Notice.** Any notices required to be given by the City to the Vendor or by the Vendor to the City shall be in writing and delivered to the parties at the following addresses:

|  |   |
|--|---|
| Robert Putaansuu<br>Mayor<br>216 Prospect Street<br>Port Orchard, WA 98366 | VENDOR<br>Attn: Atwork Commercial Enterprises LLC<br>1935 152 <sup>nd</sup> PL NE<br>Bellevue, WA 98807 |
| Phone: 360.876.4407<br>Fax: 360.895.9029                                   | Phone: 206-434-6623<br>Fax: 425-274-4060  |

**15. Resolution of Disputes and Governing Law.**

A. Should any dispute, misunderstanding or conflict arise as to the terms and conditions contained in this Agreement, the matter shall first be referred to the Mayor, who shall determine the term or provision's true intent or meaning. The Mayor shall also decide all questions which may arise between the parties relative to the actual services provided or to the sufficiency of the performance hereunder.



B. If any dispute arises between the City and the Vendor under any of the provisions of this Agreement which cannot be resolved by the Mayor's determination in a reasonable time, or if the Vendor does not agree with the Mayor's decision on a disputed matter, jurisdiction of any resulting litigation shall be filed in Kitsap County Superior Court, Kitsap County, Washington.

C. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In any suit or action instituted to enforce any right granted in this Agreement, the substantially prevailing party shall be entitled to recover its costs, disbursements, and reasonable attorneys' fees from the other party.

## **16. General Provisions.**

A. Non-waiver of Breach. The failure of either party to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein contained in one or more instances, shall not be construed to be a waiver or relinquishment of said covenants, agreements, or options, and the same shall be in full force and effect.

B. Modification. No waiver, alteration, modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and the Vendor.

C. Severability. The provisions of this Agreement are declared to be severable. If any provision of this Agreement is for any reason held by a court of competent jurisdiction to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other provision.

D. Entire Agreement. The written provisions of this Agreement, together with any Exhibits and Addenda attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner whatsoever, the Agreement or the Agreement documents. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Agreement, the Exhibits and Addenda attached hereto, which may or may not have been dated prior to the execution of this Agreement. All of the above documents are hereby made a part of this Agreement and form the Agreement document as fully as if the same were set forth herein. Should any language in any of the Exhibits or Addenda to this Agreement conflict with any language contained in this Agreement, then this Agreement shall prevail.

## **17. Title VI**

The City of Port Orchard, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation subtitle A, Office of the Secretary, Part 21, nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, must affirmatively insure that its contracts comply with these regulations.

Therefore, during the performance of this Agreement, the Vendor, for itself, its assignees, and successors in interest agrees as follows:

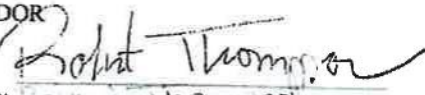
1. **Compliance with Regulations:** The Vendor will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.
2. **Nondiscrimination:** The Vendor, with regard to the work performed by it during this Agreement, will not discriminate on the grounds of race, color, national origin, sex, age, disability, income-level, or LEP in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Vendor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations as set forth in Appendix A, attached hereto and incorporated herein by this reference, including employment practices when this Agreement covers any activity, project, or program set forth in Appendix B of 49 C.F.R. part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the Vendor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Vendor of the Vendor's obligations under this Agreement and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, national origin, sex, age, disability, income-level, or LEP.
4. **Information and Reports:** The Vendor will provide all information and reports required by the Acts, the Regulations and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of the Vendor is in the exclusive possession of another who fails or refuses to furnish the information, the Vendor will so certify to the City or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the Vendor's noncompliance with the Non-discrimination provisions of this Agreement, the City will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
  1. withholding payments to the Vendor under the Agreement until the Vendor complies; and/or
  2. cancelling, terminating, or suspending the Agreement, in whole or in part.
6. **Incorporation of Provisions:** The Vendor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Vendor will take action with respect to any subcontract or procurement as the City or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Vendor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Vendor may request the City to enter into any litigation to protect the interests of the City. In addition, the Vendor may request the United States to enter into the litigation to protect the interests of the United States.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year set forth above.

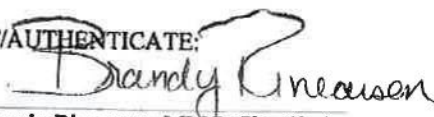
CITY OF PORT ORCHARD,  
WASHINGTON

By:   
Robert Putaansuu, Mayor

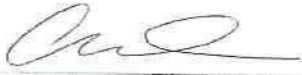
VENDOR

By:   
Name: Robert Thompson  
Title: CEO

ATTEST/AUTHENTICATE:

By:   
Brandy Rinearson, MMC, City Clerk

APPROVED AS TO FORM:

By:   
Charlotte A. Archer, City Attorney



## APPENDIX A

During the performance of this Agreement, the Vendor, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

### **Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 C.F.R. Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 C.F.R. Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC§ 471, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.P.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to -ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

# EX A

## Schedule of Contract Prices Tremont Landscaping Maintenance

**NOTE:** If a discrepancy between the numerical unit price and the written (words) unit price is found, the written (words) unit price shall control.

The City of Port Orchard reserves the right to award a contract for all or any combination of schedules, based upon the overall lowest responsible bidder.

| <b>Schedule of Contract Prices<br/>Tremont Landscaping Maintenance</b>                |                       |                            |                               |
|---|-----------------------|----------------------------|-------------------------------|
| Description   | Per Visit Charge      | Number of Visits Per Month | Amount Per Month              |
| <b>Schedule A</b>   |                       |                            |                               |
| <b>WINTER MONTHS</b>  |                       |                            |                               |
| <b>January, February, November, December Landscaping Services</b>                     |                       |                            |                               |
| • Tremont and Surrounding Areas (Exhibit A)   | \$ 1,560 <sup>-</sup> | 1                          | \$ 1,560 <sup>-</sup>         |
| Per Month Total for Winter Months   |                       |                            | \$ 1,560 <sup>-</sup>         |
| Total for Winter Months (4)   |                       |                            | \$ 6,240 <sup>-</sup>         |
| <b>SPRING &amp; SUMMER MONTHS</b>   |                       |                            |                               |
| <b>March, April, May, June, July, August, September, October Landscaping Services</b> |                       |                            |                               |
| • Tremont and Surrounding Areas (Exhibit A)   | \$ 520 <sup>-</sup>   | 4                          | \$ 2,080 <sup>00</sup>        |
| Per Month Total for Spring/Summer Months  |                       |                            | \$ 2,080 <sup>-</sup>         |
| Total for Spring/Summer Months (8)  |                       |                            | \$ 16,640 <sup>-</sup>        |
| Total for Year  |                       |                            | \$ 22,880 <sup>-</sup>        |
| Sales Tax 9%  |                       |                            | \$ 2,059 <sup>20</sup>        |
| <b>Total Schedule A</b>   |                       |                            | <b>\$ 24,939<sup>20</sup></b> |
| Monthly Billing Total (Total of Schedule A/12)  |                       |                            | \$ 2,078. <sup>27</sup>       |

**SALES TAX**

In accordance with Section 1-07.2(2) State Sales Tax: The Contractor shall collect from the Contracting Agency retail sales tax on the full contract price.



## **Agenda Staff Report**

Agenda Item No.: Consent Agenda 4D

Meeting Date: April 9, 2024

Subject: Approval of Amendment No. 5 to  
Contract No. 007-21 with AtWork!  
Commercial Enterprise, LLC for Various  
Areas Landscaping Maintenance

Prepared By: Denis Ryan  
Public Works Director

**Summary:** The City utilizes the services of a landscaping contractor for the purposes of maintaining public property, including but not limited to landscaping of City parks. On December 15, 2020, following a procurement process consistent with City of Port Orchard Procurement Policies, the City selected AtWork! Commercial Enterprise, LLC and executed Purchased Service Agreement No. C007-21 for the Various Areas Landscaping Maintenance. On November 29, 2021, December 13, 2022, November 27, 2023 and March 27, 2024 respectively, Amendments 1, 2, 3 and 4 were executed extending the Underlying Agreement’s termination date, and increasing the Agreement Time and Materials “Not to Exceed” to \$97,679.45. After careful review of the City’s needs for the landscaping for various areas within the City, the City wishes to extend the duration of the Agreement to December 31, 2024. Public Works Staff also negotiated an amendment to the Scope of Services to meet current the needs of the City. The Amendment increases the contract from \$97,679.45 to \$132,375.64.

Before Council for approval is Amendment No. 5 to the Agreement, which would extend the duration of the Agreement and increase the amount by \$34,696.19 for 2024 work, for a new not to exceed total of \$132,375.64 (applicable tax included), inclusive of all compensation paid after execution of the Agreement and Amendments 1 through 4, but prior to this Amendment.

**Recommendation:** Staff recommends the Council authorize the Mayor to execute Amendment No. 5 to Agreement No. C007-21 with AtWork! Commercial Enterprise, LLC for Various Areas Landscaping Maintenance, extending the Agreement to December 31, 2024, and increasing the contract amount for the extension period.

**Relationship to Comprehensive Plan:** N/A

**Motion for consideration:** I move to authorize the Mayor to execute Amendment No. 5 to Agreement No. C007-21 with AtWork! Commercial Enterprise, LLC for Various Areas Landscaping Maintenance.

**Fiscal Impact:** This work is budgeted in the 2023-2024 budget (GL 002.05.542.70.40).

**Alternatives:** Do not approve and provide further guidance.

**Attachments:** Amendment No. 5, Exhibits, Copy of Contract C007-21

# CITY OF PORT ORCHARD

## Authorization for Amendment No. 5

**Date:** April 9, 2024  
**Project:** Various Areas Landscaping  
Maintenance  
**Contract / Job #** C007-21

**Contractor:** AtWork! Commercial Enterprise, LLC  
1935 152<sup>nd</sup> PI NE  
Bellevue, WA 98007

**This Amendment Authorizes** the following changes to Purchased Service Agreement C007-21, as amended: Section 1C.- Services by Vendor., is amended to read as follows: This Agreement shall commence on January 1, 2021 ("Commencement Date") and shall terminate **December 31, 2024**,  
 Section 3. Compensation. TIME AND MATERIALS NOT TO EXCEED. Compensation for these services shall not exceed \$132,375.64 (applicable tax included) without written authorization and will be based on billing rates and reimbursable expenses attached hereto as Exhibit A (revised), inclusive of all compensation paid after execution of the Contract and Amendments 1, 2, 3 & 4, but prior to this Amendment.  
 This change order extends the dates and increases the annual contract amount to capture the increased material costs due to inflation. In all other respects the Underlying agreement between the parties shall remain in full force and effect, amended as set forth herein, but only as set forth herein.

| <b>Contract History</b>       |                     |                  |                     |             |                 |
|-------------------------------|---------------------|------------------|---------------------|-------------|-----------------|
|                               | <b>Amount</b>       | <b>Sales Tax</b> | <b>Total</b>        | <b>Date</b> | <b>Appvd by</b> |
| <b>Original Contract-2021</b> | \$31,601.28         | \$0.00           | \$31,601.28         | 15-Dec-20   | Council         |
| <b>Amendment 1-2022</b>       | \$31,601.28         | \$0.00           | \$31,601.28         | 29-Nov-21   | PW Director     |
| <b>Amendment 2-2023</b>       | \$34,476.89         | \$0.00           | \$34,476.89         | 13-Dec-22   | Council         |
| <b>Amendment 3</b>            | \$0.00              | \$0.00           | \$0.00              | 27-Nov-23   | PW Director     |
| <b>Amendment 4</b>            | \$0.00              | \$0.00           | \$0.00              | 27-Mar-24   | PW Director     |
| <b>Amendment 5-2024</b>       | \$34,696.19         | \$0.00           | \$34,696.19         | 09-Apr-24   | Council         |
| <b>Total Contract</b>         | <b>\$132,375.64</b> | <b>\$0.00</b>    | <b>\$132,375.64</b> |             |                 |

I have reviewed the Amendment information above and certify that to the best of my knowledge descriptions and costs are true and accurate.

  
 \_\_\_\_\_  
 Contractor Approval Signature

\_\_\_\_\_  
 Public Works Director  
 Denis Ryan  
 \_\_\_\_\_  
 Printed Name

**Public Works Contracts Greater than \$35,000:** Change Orders that do not exceed 10%, with a maximum of \$50,000, of either legally authorized budget limit or contract amount established by City Council can be approved by the Public Works Director. Total Contract Amount shall reset to reflect new Council-approved contract totals authorized prior to the requested change order. **\$50,000-\$100,000 require Mayoral Approval. \$100,000 and over require Council Approval**

**Public Works Contracts under \$35,000,** change orders that individually do not exceed \$7,500 with an aggregate cap of \$10,000.

**Public Works Contracts unbudgeted and under \$7,500:** All Change Orders that do not exceed an aggregate cap of \$7,500 (Excluding underlying value), provided there are departmental funds available in the budget.

**All Departments:** Mayor approves any and all Change orders that do not exceed 10% of either authorized budget limit or contract amount established by City Council. **With a maximum aggregate amount of \$100,000.** Total Contract Amount shall reset to reflect new Council-approved contract totals authorized prior to the requested change order. **Any individual Change order that is over \$100,000 requires Council approval.**

Approved: \_\_\_\_\_  
 Mayor

Attest: \_\_\_\_\_  
 City Clerk

\_\_\_\_\_  
 Council Approval Date



**AMENDMENT NO. 5 TO AGREEMENT NO. C007-21**  
**CITY OF PORT ORCHARD PURCHASED SERVICE AGREEMENT WITH**  
**AtWork! Commercial Enterprise, LLC**

THIS AMENDMENT NO. 5 ("Amendment") to Contract No. C007-21 is entered into between the City of Port Orchard, a Washington municipal corporation ("City" or "Port Orchard") and AtWork! Commercial Enterprise LLC, a Limited Liability Company ("Vendor"). City and Consultant are each a "Party" and together "Parties" to this Amendment.

**RECITALS:**

**WHEREAS**, on the 15<sup>th</sup> day of December 2020, the City executed a Purchased Service Agreement for Various Areas Landscaping Maintenance, Contract C007-21, with the Vendor ("Underlying Agreement"); and

**WHEREAS**, on November 29, 2021, December 13, 2022, November 27, 2023 and March 27, 2024 respectively, Amendments 1, 2, 3, and 4 were approved extending the Underlying Agreement's termination date, and increasing the Agreement Time and Materials Not to Exceed to \$97,679.45; and

**WHEREAS**, continued landscaping services for 2024 are required by the City as described in Exhibits B and C attached hereto, that will exceed the current value of the Underlying Agreement; and

**WHEREAS**, the Vendor and the City have conferred and agreed to extend the duration of the Agreement to December 31, 2024, and to increase the amount of the Agreement, as amended, by the revised Exhibit A, attached herewith; and

**WHEREAS**, the parties wish to memorialize their agreement and so modify the Underlying Agreement;

**NOW, THEREFORE**, in consideration of the mutual benefits accruing, it is agreed by and between the parties thereto as follows:

**FIFTH AMENDMENT TO AGREEMENT:**

1. **Amendment.** Section 1, C. Services by Vendor, of the Agreement is hereby amended to read as follows: This Agreement shall commence on January 1, 2021 ("Commencement Date") and shall terminate December 31, 2024, unless extended or terminated in writing as provided herein.

2. **Amendment.** Section 3. (Compensation) of the Agreement is hereby amended to read as follows: **TIME AND MATERIALS NOT TO EXCEED.** Compensation for these services shall not exceed \$132,375.64 (applicable tax included), inclusive of all compensation paid after execution of the Contract and Amendment No. 1, 2, 3, and 4 but prior to this Amendment, without written authorization and will be based on billing rates and reimbursable expenses attached hereto as Exhibit "A" (Revised).

3. **Severability.** The provisions of this Amendment are declared to be severable. If any provision of this Amendment is, for any reason, held to be invalid or unconstitutional by a court of competent

jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other provision.

4. **Entire Agreement.** The written provisions and terms of this Amendment shall supersede all prior verbal statements of any officer or other representative of the parties, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner whatsoever, this Amendment. The entire agreement between the Parties with respect to the subject matter hereunder is contained in the Agreement and exhibits thereto, any prior executed amendments and this Amendment. Should any language in any of the Exhibits to the Agreement or prior amendments conflict with any language contained in this Amendment, then this Amendment shall prevail. Except as modified by this Amendment, all other provisions of the original Agreement and any amendments thereto not inconsistent with this Amendment shall remain in full force and effect.

5. **Effective date.** This Amendment shall be effective as of **April 9, 2022.**

DATED this 9th day of April 2023.

CITY OF PORT ORCHARD, WASHINGTON

CONTRACTOR

\_\_\_\_\_  
Robert Putaansuu, Mayor

\_\_\_\_\_  
Signature

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
John Song, Business Dev. Mgr  
Printed Name and Title

\_\_\_\_\_  
Brandy Wallace, MMC, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Charlotte A. Archer, City Attorney

EXHIBIT A

**Schedule of Contract Prices**  
**LANDSCAPE MAINTENANCE OF VARIOUS AREAS**

*2024 updated Pricing, Atwork Commercial Enterprise LLC*

The City of Port Orchard reserves the right to award a contract for all or any combination of schedules

| <b>Schedule of Contract Prices</b>  |                  |                            |                  |
|---|------------------|----------------------------|------------------|
| <b>Landscaping Maintenance for Various Areas</b>                                      |                  |                            |                  |
| Description   | Per Visit Charge | Number of Visits Per Month | Amount Per Month |
| <b>Schedule A</b>   |                  |                            |                  |
| <b>WINTER MONTHS</b>  |                  |                            |                  |
| <b>January, February, November, December Landscaping Services</b>                     |                  |                            |                  |
| • Etta Turner Memorial Park   | \$ <u>152</u>    | 2                          | \$ <u>304</u>    |
| • Rockwell Park   | \$ <u>172</u>    | 2                          | \$ <u>344</u>    |
| • Roundabout Park & Surrounding ROW   | \$ <u>140</u>    | 2                          | \$ <u>280</u>    |
| • Flagpole Triangle on Bay St   | \$ <u>59</u>     | 1                          | \$ <u>59</u>     |
| • Arnold & Beach Parking Lot/Planter  | \$ <u>33</u>     | 1                          | \$ <u>33</u>     |
| • Westbay Sections 4 & 5/Blackjack Point  | \$ <u>65</u>     | 2                          | \$ <u>130</u>    |
| • Grounds Maintenance Waterfront Dock   | \$ <u>140</u>    | 1                          | \$ <u>140</u>    |
| • Planter Bed on Bay St (510 Plaza)   | \$ <u>42</u>     | 1                          | \$ <u>42</u>     |
| Per Month Total for Winter Months   |                  |                            | \$ <u>1,332</u>  |
| Total for Winter Months (4)   |                  |                            | \$ <u>5,328</u>  |
| <b>SPRING &amp; SUMMER MONTHS</b>   |                  |                            |                  |
| <b>March, April, May, June, July, August, September, October Landscaping Services</b> |                  |                            |                  |
| • Etta Turner Memorial Park   | \$ <u>188</u>    | 4                          | \$ <u>752</u>    |
| • Rockwell Park   | \$ <u>175</u>    | 4                          | \$ <u>700</u>    |
| • Roundabout Park & Surrounding ROW   | \$ <u>250</u>    | 4                          | \$ <u>1,000</u>  |

|  |              |   |                                |
|--|--------------|---|--------------------------------|
| • Flagpole Triangle on Bay St                  | \$ <u>72</u> | 2 | \$ <u>144</u>                  |
| • Arnold & Beach Parking Lot/Planter           | \$ <u>33</u> | 2 | \$ <u>66</u>                   |
| • Westbay Sections 4 & 5/Blackjack Point       | \$ <u>90</u> | 4 | \$ <u>360</u>                  |
| • Grounds Maintenance Waterfront Dock          | \$ <u>98</u> | 2 | \$ <u>196</u>                  |
| • Planter Bed on Bay St (510 Plaza)            | \$ <u>42</u> | 2 | \$ <u>84</u>                   |
| Per Month Total for Spring/Summer Months       |              |   | \$ <u>3,302</u>                |
| Total for Spring/Summer Months (8)             |              |   | \$ <u>26,416</u>               |
| Total for Year                                 |              |   | \$ <u>31,744</u>               |
| Sales Tax 9.3%                                 |              |   | \$ <u>2,952.<sup>19</sup></u>  |
| <b>Total Schedule A</b>                        |              |   | \$ <u>34,696.<sup>19</sup></u> |
| Monthly Billing Total (Total of Schedule A/12) |              |   | \$ <u>2,891.<sup>35</sup></u>  |

**SALES TAX**

In accordance with Section 1-07.2(2) State Sales Tax: **The Contractor shall collect from the Contracting Agency retail sales tax on the full contract price.**

## EXHIBIT B

| Scope of Services   |   |
|---|---|
| Schedule A  |   |
| Location  | Description of Work   |
| <b>ALL PLANTERS HAVE DRIP LINE IRRIGATION. USE CAUTION WHEN TRIMMING</b>                      |   |
| 1. Etta Turner Memorial Park  | <ol style="list-style-type: none"> <li>1. Mowing/Edging</li> <li>2. Weeding</li> <li>3. Fertilize Grass X 2*</li> <li>4. Pruning</li> <li>5. Deadhead to remove old growth and seed heads from plants and shrubs</li> <li>6. Blowing</li> <li>7. Leaves/Debris clean-up</li> </ol>  |
|   |   |
| 3. Rockwell Park  | <ol style="list-style-type: none"> <li>1. Mowing/Edging</li> <li>2. Weeding</li> <li>3. Pruning</li> <li>4. Deadhead to remove old growth and seed heads from plants and shrubs</li> <li>5. Fertilize Grass X 2*</li> <li>6. Blow path and beach access</li> <li>7. Leaves/Debris clean-up</li> </ol>   |
|   |   |
| 4. Roundabout Park & Surrounding ROW  | <ol style="list-style-type: none"> <li>1. Mowing/Edging</li> <li>2. Weeding</li> <li>3. Pruning</li> <li>4. Deadhead to remove old growth and seed heads from plants and shrubs</li> <li>5. Fertilize Grass X 2*</li> <li>6. Blow stamped concrete walkway</li> <li>7. Exterior ROW vegetative maintenance between curb and sidewalk at the roundabout entrances &amp; exits.</li> <li>8. Leaves/Debris clean-up</li> </ol> |
|   |   |
| 5. Flagpole Triangle on Bay Street  | <ol style="list-style-type: none"> <li>1. Weeding</li> <li>2. Pruning</li> <li>3. Leaves/Debris clean-up</li> </ol>   |
|   |   |
| 6. Arnold & Beach Parking Lot/Planter   | <ol style="list-style-type: none"> <li>1. Weeding</li> <li>2. Pruning</li> <li>3. Leaves/Debris clean-up</li> </ol>   |
|   |   |
| 7. Westbay - Bay Street Pedestrian Pathway (including bridge) Sections 4 & 5/ Blackjack Point | <ol style="list-style-type: none"> <li>1. Blow/clean trail</li> <li>2. Weed Control</li> <li>3. Pruning</li> <li>4. Leaves/Debris clean-up</li> </ol>   |
|   |   |
| 8. Grounds Maintenance Waterfront Dock - Dekalb Pier Head                                     | <ol style="list-style-type: none"> <li>1. Weed Control</li> <li>2. Pruning</li> <li>3. Blow/Clean Sidewalk</li> </ol>   |

|  |  |
|--|--|
|  | 4. Leaves/Debris clean-up  |
|  |  |
| 9. Planter Bed on Bay Street (510 Plaza) | <ol style="list-style-type: none"> <li>1. Weed Control</li> <li>2. Pruning</li> <li>3. Blow/Clean sidewalk &amp; parking area</li> <li>4. Leave/Debris clean-up</li> </ol> |

\*Apply a 20-0-18 fertilizer once in early Spring and once at the end of Summer.

## EXHIBIT C

| Schedule of Landscape Maintenance          |           |           |           |           |           |           |           |           |           |           |           |           |            |
|--|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|------------|
| Visits Per Month                           |           |           |           |           |           |           |           |           |           |           |           |           |            |
| <b>Schedule A</b>                          |           |           |           |           |           |           |           |           |           |           |           |           |            |
| Location                                   | January   | February  | March     | April     | May       | June      | July      | August    | September | October   | November  | December  | Total      |
| 1. Etta Turner Memorial Park               | 2         | 2         | 4         | 4         | 4         | 4         | 4         | 4         | 4         | 4         | 2         | 2         | 40         |
| 3. Rockwell Park                           | 2         | 2         | 4         | 4         | 4         | 4         | 4         | 4         | 4         | 4         | 2         | 2         | 40         |
| 4. Roundabout Park & Surrounding ROW       | 2         | 2         | 4         | 4         | 4         | 4         | 4         | 4         | 4         | 4         | 2         | 2         | 40         |
| 5. Flagpole Triangle on Bay Street         | 1         | 1         | 2         | 2         | 2         | 2         | 2         | 2         | 2         | 2         | 1         | 1         | 20         |
| 6. Arnold & Beach Parking Lot/Planter      | 1         | 1         | 2         | 2         | 2         | 2         | 2         | 2         | 2         | 2         | 1         | 1         | 20         |
| 7. Westbay Sections 4 & 5/ Blackjack Point | 2         | 2         | 4         | 4         | 4         | 4         | 4         | 4         | 4         | 4         | 2         | 2         | 40         |
| 8. Grounds Maintenance Waterfront Dock     | 1         | 1         | 2         | 2         | 2         | 2         | 2         | 2         | 2         | 2         | 1         | 1         | 20         |
| 9. Planter Bed on Bay Street (510 Plaza)   | 1         | 1         | 2         | 2         | 2         | 2         | 2         | 2         | 2         | 2         | 1         | 1         | 20         |
| <b>Total Visits to Locations per month</b> | <b>12</b> | <b>12</b> | <b>24</b> | <b>24</b> | <b>24</b> | <b>24</b> | <b>24</b> | <b>24</b> | <b>24</b> | <b>24</b> | <b>12</b> | <b>12</b> | <b>240</b> |

## CITY OF PORT ORCHARD PURCHASED SERVICE AGREEMENT

THIS Agreement ("Agreement") is made effective as of the 15<sup>th</sup> day of December, 2020, by and between the City of Port Orchard, a municipal corporation, organized under the laws of the State of Washington, whose address is:

CITY OF PORT ORCHARD, WASHINGTON (hereinafter the "CITY")  
216 Prospect Street  
Port Orchard, Washington 98366  
Contact: Mayor Robert Putaansuu Phone: 360.876.4407 Fax: 360.895.9029

and Atwork! Commercial Enterprise LLC a Limited Liability Corporation (describe the type of organization, whether corporation, sole proprietorship, etc.), organized under the laws of the State of Washington, doing business at:

Atwork! Commercial Enterprise LLC (hereinafter the "VENDOR")  
1935 152<sup>nd</sup> PI NE  
Bellevue, WA 98007

Contact: John Song Phone: 206.434.6623 Email: johns1@workwa.org

for ordinary maintenance services performed in connection with the following:

2021 Various Areas Landscaping Maintenance

### TERMS AND CONDITIONS

#### 1. Services by Vendor.

A. The Vendor shall perform the services described in the Scope of Work attached to this Agreement as Exhibit "A." The services performed by the Vendor shall not exceed the Scope of Work without prior written authorization from the City.

B. The City may from time to time require changes or modifications in the Scope of Work. Such changes, including any decrease or increase in the amount of compensation, shall be agreed to by the parties and incorporated in written amendments to the Agreement.

C. This Agreement shall commence on January 1<sup>st</sup>, 2021, ("Commencement Date") and shall terminate December 31<sup>st</sup>, 2021, unless extended or terminated in writing as provided herein. **Additionally, the City reserves the rights to review the Agreement at regular intervals to assure the quality of services provided by the Vendor and to offer two (2) one-year extensions prior to contract expiration to retain the Vendor's services.**

D. Unless otherwise specified in the attached Scope of Work, all tools, equipment, supplies, chemicals or any other materials necessary for the completion of the services described in the Scope of Work shall be provided by the Vendor.



E. The Vendor shall report any damage or potential hazard involving City property immediately to the City of Port Orchard Public Works Department or in the case of an emergency by calling 911. Hazardous conditions shall be immediately remedied or secured by the Vendor to prevent further damage and/or to protect the public from injury.

F. Any incidents, accidents, or altercations with members of the public or with City staff shall be immediately reported to the City of Port Orchard Public Works Department. The City's Public Works Director may require a written report describing the incident or accident.

G. The Vendor shall remedy, in a timely manner, and at its expense, any damage to City property due to the negligence of the Vendor or the Vendor's employees.

**2. Schedule of Work.**

A. The Vendor shall perform the services described in the scope of work in accordance with the Schedule attached to this contract as Exhibit "A." If delays beyond the Vendor's reasonable control occur, the parties will negotiate in good faith to determine whether an extension is appropriate.

B. The Vendor is authorized to proceed with services upon receipt of a written Notice to Proceed.

**3. Compensation.**

LUMP SUM. Compensation for these services shall be a Lump Sum of \$ \_\_\_\_\_.

TIME AND MATERIALS NOT TO EXCEED. Compensation for these services shall not exceed \$31,601.28 without written authorization and will be based on billing rates and reimbursable expenses attached hereto as Exhibit "A".

TIME AND MATERIALS. Compensation for these services shall be on a time and materials basis according to the list of billing rates and reimbursable expenses attached hereto as Exhibit "\_\_\_\_\_."

OTHER. \_\_\_\_\_

**4. Payment.**

A. The Vendor shall maintain time and expense records and provide them to the City monthly after services have been performed, along with monthly invoices in a format acceptable to the City for work performed to the date of the invoice.

B. All invoices shall be paid by City warrant within thirty (30) days of receipt of a complete invoice. If the City objects to all or any portion of any invoice, it shall so notify the Vendor of the same within fifteen (15) days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

C. The Vendor shall keep cost records and accounts pertaining to this Agreement available for inspection by City representatives for six (6) years after final payment unless a longer period is required by a third-party agreement. Copies shall be made available on request.

D. If the services rendered do not meet the requirements of this Agreement, the Vendor will correct or modify the work to comply with this Agreement. The City may withhold payment for such work until the work meets the requirements of the Agreement.

## **5. Discrimination and Compliance with Laws**

A. The Vendor agrees not to discriminate against any employee or applicant for employment or any other person in the performance of this Agreement because of race, creed, color, national origin, marital status, sex, age, disability, or other circumstance prohibited by federal, state, or local law or ordinance, except for a bona fide occupational qualification.

B. Even though the Vendor is an independent contractor with the authority to control and direct the performance and details of the work authorized under this Agreement, the work must meet the approval of the City and shall be subject to the City's general right of inspection to secure the satisfactory completion thereof.

C. The Vendor agrees to comply with all federal, state and municipal laws, rules and regulations, including but not limited to all health and safety regulations applicable to the work that are now effective or become applicable within the term(s) of this Agreement to the Vendor's business, equipment and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations. The Vendor shall comply with all federal and state laws applicable to independent contractors, including, but not limited to, the Washington State Worker's Compensation and Unemployment Insurance laws, and maintenance of a separate set of books and records that reflect all items of income and expenses of the Vendor's business, pursuant to Revised Code of Washington (RCW) 51.08.195, as required by law, to show that the services performed by the Vendor under this Agreement shall not give rise to an employer-employee relationship between the parties, which is subject to Title 51 RCW, Industrial Insurance.

D. The Vendor shall comply with prevailing wage requirements under Washington law. *See, Prevailing Wage Addendum to this Agreement.*

E. The Vendor shall obtain a City of Port Orchard business license prior to commencing work pursuant to a written Notice to Proceed.

F. Violation of this Paragraph 5 shall be a material breach of this Agreement and grounds for cancellation, termination, or suspension of this Agreement by the City, in whole or in part, and may result in ineligibility for further work for the City.

**6. Relationship of Parties.** The parties intend that an independent contractor-client relationship will be created by this Agreement. As the Vendor is customarily engaged in an independently established trade which encompasses the specific service provided to the City hereunder, no agent, employee or representative of the Vendor shall be or shall be deemed to be the employee, agent or representative of the City. In the performance of the work, the Vendor is an independent contractor with the ability to control and direct the performance and details of the work, the City being interested only in the results obtained under this Agreement. None of the benefits provided by the City to its employees, including but not limited to compensation, insurance, and unemployment insurance, are available from the City to the employees, agents or representatives of the Vendor. The Vendor will be solely and entirely responsible for its acts and for the acts of its agents, employees, representatives and sub-consultants during the

performance of this Agreement. The City may, during the term(s) of this Agreement, engage other independent contractors to perform the same or similar work that the Vendor performs hereunder.

## 7. Suspension and Termination of Agreement

A. Termination without cause. This Agreement may be terminated by the City at any time for public convenience, for the Vendor's insolvency or bankruptcy, or the Vendor's assignment for the benefit of creditors.

B. Termination with cause. The Agreement may be terminated upon the default of the Vendor and the failure of the Vendor to cure such default within a reasonable time after receiving written notice of the default.

### C. Rights Upon Termination.

1. *With or Without Cause.* Upon termination for any reason, all finished or unfinished documents, reports, or other material or work of the Vendor pursuant to this Agreement shall be submitted to the City, and the Vendor shall be entitled to just and equitable compensation for any satisfactory work completed prior to the date of termination, not to exceed the total compensation set forth herein. The Vendor shall not be entitled to any reallocation of cost, profit or overhead. The Vendor shall not in any event be entitled to anticipated profit on work not performed because of such termination. The Vendor shall use its best efforts to minimize the compensation payable under this Agreement in the event of such termination. Upon termination, the City may take over the work and prosecute the same to completion, by contract or otherwise.

2. *Default.* If the Agreement is terminated for default, the Vendor shall not be entitled to receive any further payments under the Agreement until all work called for has been fully performed. Any extra cost or damage to the City resulting from such default(s) shall be deducted from any money due or coming due to the Vendor. The Vendor shall bear any extra expenses incurred by the City in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained, by the City by reason of such default.

D. Suspension. The City may suspend this Agreement, at its sole discretion. Any reimbursement for expenses incurred due to the suspension shall be limited to the Vendor's reasonable expenses, and shall be subject to verification. The Vendor shall resume performance of services under this Agreement without delay when the suspension period ends.

E. Notice of Termination or Suspension. If delivered to the Vendor in person, termination shall be effective immediately upon the Vendor's receipt of the City's written notice or such date as stated in the City's notice of termination, whichever is later. Notice of suspension shall be given to the Vendor in writing upon one week's advance notice to the Vendor. Such notice shall indicate the anticipated period of suspension. Notice may also be delivered to the Vendor at the address set forth in Section 14 herein.

**8. Standard of Care.**

The Vendor represents and warrants that it, and the Vendor's employees, have the requisite training, skill and experience necessary to provide the services under this Agreement and are appropriately accredited and licensed by all applicable agencies and governmental entities. Services provided by the Vendor and the Vendor's employees under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing in similar circumstances.

The Vendor and the Vendor's employees shall conduct themselves in a professional manner at all times when on site. The Vendor's employees shall wear clothing and/or a uniform which clearly identifies them as an employee of the Vendor.

The Vendor further represents and warrants that it shall provide proper supervision for any employees utilized to perform the services herein and shall ensure that all employees are properly trained and qualified. The Vendor shall ensure that all workplace safety requirements of state or federal law are strictly observed at all times. The Vendor warrants that all employees have been trained to comply with state and federal standards (including but not limited to standards for handling chemicals, WISHA and OSHA) relevant to the duties to be performed in accordance with the Scope of Work.

**9. Ownership and Use of Documents.** All records, files, documents, drawings, specifications, data or information, regardless of form or format, and all other materials produced by the Vendor in connection with the services provided to the City, shall be the property of the City whether finished or not and also whether the project for which they were created is executed or not.

**10. Work Performed at the Vendor's Risk.** The Vendor shall take all precautions necessary and shall be responsible for the safety of its employees, agents and representatives in the performance of the work hereunder, and shall utilize all protection necessary for that purpose. All work shall be done at the Vendor's own risk, and the Vendor shall be responsible for any loss or damage to materials, tools, or other articles used or held by the Vendor for use in connection with the work.

**11. Indemnification.** The Vendor shall defend, indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, including all legal costs and attorneys' fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. The City's inspection or acceptance of any of the Vendor's work when completed shall not be grounds to avoid any of these covenants of indemnification. Nothing in this Agreement shall be construed as creating a liability or right of indemnification in any third party.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Vendor and the City, its officers, officials, employees, agents and volunteers, the Vendor's liability hereunder shall be only to the extent of the Vendor's negligence. The provisions of this section shall survive the expiration or termination of this Agreement.

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE VENDOR'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER. THE VENDOR'S WAIVER OF IMMUNITY UNDER THE PROVISIONS OF THIS SECTION DOES NOT INCLUDE, OR EXTEND TO, ANY CLAIMS BY THE VENDOR'S EMPLOYEES DIRECTLY AGAINST THE VENDOR.

**12. Insurance.** The Vendor shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Vendor, its agents, representatives, or employees.

**A. Minimum Scope of Insurance**

Vendor shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 or a substitute form providing equivalent liability coverage and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named by endorsement as an additional insured under the Vendor's Commercial General Liability insurance policy with respect to the work performed for the City.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Vendor's profession if applicable.

**B. Minimum Amounts of Insurance**

Vendor shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
3. Workers' Compensation Employer's Liability each accident \$1,000,000. Employer's Liability Disease each employee \$1,000,000, and Employer's Liability Disease – Policy Limit \$1,000.00.
4. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

C. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance (as applicable to each line of coverage):

1. The Vendor's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
2. The Vendor shall provide thirty (30) days written notice by certified mail, return receipt requested, to the City prior to the cancellation or alteration of coverage.
3. The City will not waive its right to subrogation against the Vendor. The Vendor's insurance shall be endorsed to waive the right of subrogation against the City, or any self-insurance, or insurance pool coverage maintained by the City.
4. If coverage is written on a "claims made" basis, then a minimum of a three (3) year extended reporting period shall be included with the claims made policy, and proof of this extended reporting period provided by the City.

D. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

E. Verification of Coverage

The Vendor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Vendor before commencement of the work.

**13. Assigning or Subcontracting.** The Vendor shall not assign, transfer, subcontract or encumber any rights, duties, or interests accruing from this Agreement without the express prior written consent of the City, which consent may be withheld in the sole discretion of the City.

**14. Notice.** Any notices required to be given by the City to the Vendor or by the Vendor to the City shall be in writing and delivered to the parties at the following addresses:

Robert Putaansuu  
Mayor  
216 Prospect Street  
Port Orchard, WA 98366

Phone: 360.876.4407  
Fax: 360.895.9029

VENDOR  
Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_

**15. Resolution of Disputes and Governing Law.**

A. Should any dispute, misunderstanding or conflict arise as to the terms and conditions contained in this Agreement, the matter shall first be referred to the Mayor, who shall determine the term or provision's true intent or meaning. The Mayor shall also decide all questions which may arise between the parties relative to the actual services provided or to the sufficiency of the performance hereunder.

B. If any dispute arises between the City and the Vendor under any of the provisions of this Agreement which cannot be resolved by the Mayor's determination in a reasonable time, or if the Vendor does not agree with the Mayor's decision on a disputed matter, jurisdiction of any resulting litigation shall be filed in Kitsap County Superior Court, Kitsap County, Washington.

C. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In any suit or action instituted to enforce any right granted in this Agreement, the substantially prevailing party shall be entitled to recover its costs, disbursements, and reasonable attorneys' fees from the other party.

#### 16. General Provisions.

A. Non-waiver of Breach. The failure of either party to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein contained in one or more instances, shall not be construed to be a waiver or relinquishment of said covenants, agreements, or options, and the same shall be in full force and effect.

B. Modification. No waiver, alteration, modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and the Vendor.

C. Severability. The provisions of this Agreement are declared to be severable. If any provision of this Agreement is for any reason held by a court of competent jurisdiction to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other provision.

D. Entire Agreement. The written provisions of this Agreement, together with any Exhibits and Addenda attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner whatsoever, the Agreement or the Agreement documents. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Agreement, the Exhibits and Addenda attached hereto, which may or may not have been dated prior to the execution of this Agreement. All of the above documents are hereby made a part of this Agreement and form the Agreement document as fully as if the same were set forth herein. Should any language in any of the Exhibits or Addenda to this Agreement conflict with any language contained in this Agreement, then this Agreement shall prevail.

#### 17. Title VI

The City of Port Orchard, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation subtitle A, Office of the Secretary, Part 21, nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, must affirmatively insure that its contracts comply with these regulations.

City of Port Orchard and Atwork! Commercial Enterprise LLC  
Purchased Service Contract No. C007-21

Public Works Project No. PW2020-019

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Rev 4/10/2020

Therefore, during the performance of this Agreement, the Vendor, for itself, its assignees, and successors in interest agrees as follows:

1. **Compliance with Regulations:** The Vendor will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.
2. **Nondiscrimination:** The Vendor, with regard to the work performed by it during this Agreement, will not discriminate on the grounds of race, color, national origin, sex, age, disability, income-level, or LEP in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Vendor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations as set forth in Appendix A, attached hereto and incorporated herein by this reference, including employment practices when this Agreement covers any activity, project, or program set forth in Appendix B of 49 C.F.R. part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the Vendor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Vendor of the Vendor's obligations under this Agreement and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, national origin, sex, age, disability, income-level, or LEP.
4. **Information and Reports:** The Vendor will provide all information and reports required by the Acts, the Regulations and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of the Vendor is in the exclusive possession of another who fails or refuses to furnish the information, the Vendor will so certify to the City or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the Vendor's noncompliance with the Non-discrimination provisions of this Agreement, the City will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
  1. withholding payments to the Vendor under the Agreement until the Vendor complies; and/or
  2. cancelling, terminating, or suspending the Agreement, in whole or in part.
6. **Incorporation of Provisions:** The Vendor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Vendor will take action with respect to any subcontract or procurement as the City or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Vendor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Vendor may request the City to enter into any litigation to protect the interests of the City. In addition, the Vendor may request the United States to enter into the litigation to protect the interests of the United States.

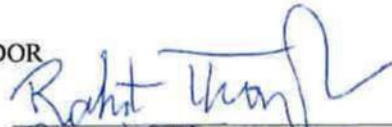


IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year set forth above.

CITY OF PORT ORCHARD,  
WASHINGTON

By:   
Robert Putaansuu, Mayor


VENDOR

By:   
Name: Robert Thompson  
Title: CEO  
12/17/2020

ATTEST/AUTHENTICATE:

By:   
Brandy Rinearson, MMC, City Clerk

APPROVED AS TO FORM:

By:   
Charlotte A. Archer, City Attorney



## APPENDIX A

During the performance of this Agreement, the Vendor, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

### **Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 C.F.R. Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 C.F.R. Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC§ 471, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.P.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to -ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

Ex A

AtWork Commercial Enterprises LLC

"Amended" Schedule of Contract Prices  
12/2/2020 LANDSCAPE MAINTENANCE OF VARIOUS AREAS

**NOTE:** If a discrepancy between the numerical unit price and the written (words) unit price is found, the written (words) unit price shall control.

The City of Port Orchard reserves the right to award a contract for all or any combination of schedules, based upon the overall lowest responsible bidder.

| Schedule of Contract Prices<br>Landscaping Maintenance for Various Areas  |                  |                            |                        |
|---|------------------|----------------------------|------------------------|
| Description   | Per Visit Charge | Number of Visits Per Month | Amount Per Month       |
| <b>Schedule A</b>   |                  |                            |                        |
| <b>WINTER MONTHS</b><br>January, February, November, December Landscaping Services                                  |                  |                            |                        |
| • Etta Turner Memorial Park   | \$ 132           | 2                          | \$ 264                 |
| • Parking Lots 1, 2, 3, 4   | \$ 208           | 1                          | \$ 208                 |
| • Rockwell Park   | \$ 132           | 2                          | \$ 264                 |
| • Roundabout Park & Surrounding ROW   | \$ 104           | 2                          | \$ 208                 |
| • Flagpole Triangle on Bay St   | \$ 52            | 1                          | \$ 52                  |
| • Arnold & Beach Parking Lot/Planter  | \$ 30            | 1                          | \$ 30                  |
| • Westbay Sections 4 & 5/Blackjack Point  | \$ 52            | 2                          | \$ 104                 |
| • Grounds Maintenance Waterfront Dock   | \$ 104           | 1                          | \$ 104                 |
| • Planter Bed on Bay St (510 Plaza)   | \$ 30            | 1                          | \$ 30                  |
| Per Month Total for Winter Months   |                  |                            | \$ 1,264 <sup>00</sup> |
| Total for Winter Months (4)   |                  |                            | \$ 5,056 <sup>00</sup> |
| <b>SPRING &amp; SUMMER MONTHS</b><br>March, April, May, June, July, August, September, October Landscaping Services |                  |                            |                        |
| • Etta Turner Memorial Park   | \$ 138           | 4                          | \$ 552                 |
| • Parking Lots 1, 2, 3, 4   | \$ 234           | 2                          | \$ 468                 |

|  |               |   |                               |
|--|---------------|---|-------------------------------|
| • Rockwell Park                                | \$ <u>128</u> | 4 | \$ <u>512</u>                 |
| • Roundabout Park & Surrounding ROW            | \$ <u>208</u> | 4 | \$ <u>832</u>                 |
| • Flagpole Triangle on Bay St                  | \$ <u>52</u>  | 2 | \$ <u>104</u>                 |
| • Arnold & Beach Parking Lot/Planter           | \$ <u>30</u>  | 2 | \$ <u>60</u>                  |
| • Westbay Sections 4 & 5/Blackjack Point       | \$ <u>62</u>  | 4 | \$ <u>248</u>                 |
| • Grounds Maintenance Waterfront Dock          | \$ <u>78</u>  | 2 | \$ <u>156</u>                 |
| • Planter Bed on Bay St (510 Plaza)            | \$ <u>30</u>  | 2 | \$ <u>60</u>                  |
| Per Month Total for Spring/Summer Months       |               |   | \$ <u>2,992<sup>00</sup></u>  |
| Total for Spring/Summer Months (8)             |               |   | \$ <u>23,936<sup>00</sup></u> |
| Total for Year                                 |               |   | \$ <u>28,992<sup>00</sup></u> |
| Sales Tax 9%                                   |               |   | \$ <u>2,609<sup>22</sup></u>  |
| Total Schedule A                               |               |   | \$ <u>31,601<sup>22</sup></u> |
| Monthly Billing Total (Total of Schedule A/12) |               |   | \$ <u>2,633<sup>44</sup></u>  |

#### SALES TAX

In accordance with Section 1-07.2(2) State Sales Tax: The Contractor shall collect from the Contracting Agency retail sales tax on the full contract price.



## **Agenda Staff Report**

Agenda Item No.: Consent Agenda 4E

Meeting Date: April 9, 2024

Subject: Approval of Road Closures for a Special  
Event: The Unforgotten: Run to Tahoma

Prepared By: Brandy Wallace, MMC  
City Clerk

**Summary:** Staff received a special event application for The Unforgotten: Run to Tahoma, as celebration of life, scheduled for Saturday, May 25, 2024. The application state's the following:

**EVENT:** The Unforgotten: Run to Tahoma

**TYPE:** Celebration of Life Ceremony

**DATE:** Saturday, May 25, 2024

**TIME:** Setup starts at 9:00am, open to public at 9:30am until 11:00am, cleanup to be completed by 11:30am

**LOCATION:** Kitsap County Administrative Building, 614 Division Street

**CLOSURE(S):** Division St, from Sidney Ave to Cline Ave; Austin Ave, from Dwight St to Division St; and Dwight St, from Austin Ave to Cline Ave.

The required notice, pursuant to POMC 5.96.050(3), allowing citizens to provide written comments regarding how allowing the special event will impact their property, business, or quality of life has been published. As of today, the City has received no written concerns regarding this event taking place.

Staff and outside agencies have reviewed the application and are working towards ensuring safety measures and traffic control are in place. The applicant will have Kitsap County Sheriff's office control traffic from Sidney to SR166 for a funeral procession upon departing from Division Street, after the Ceremony.

Staff are in support of the road closures as presented and will continue to ensure the event meets all safety and traffic control standards outlined in City, State, and Federal codes.

**Recommendation:** Staff recommends the approval of the road closures, as presented.

**Relationship to Comprehensive Plan:** N/A

**Motion for consideration:** I move to approve the road closures for The Unforgotten: Run to Tahoma event, scheduled for Saturday, May 25, 2024, as presented.

**Fiscal Impact:** None.

**Alternatives:** Deny the road closures and provide direction to staff.

**Attachments:** Application



## SPECIAL EVENT PERMIT APPLICATION

(PORT ORCHARD MUNICIPAL CODE 5.94 AND 5.96)

STANDARD PROCESSING FEE: \$50.00



### Event Overview

|  |  |
|--|--|
| Name of event: <b>The Unforgotten: Run to Tahoma</b>   |  |
| Location of event: <b>Kitsap County Administration Building</b>  |  |
| Type of Event: <input type="checkbox"/> Festival <input type="checkbox"/> Walk/Run <input type="checkbox"/> Parade <input type="checkbox"/> Vendor Fair <input type="checkbox"/> Concert<br><input type="checkbox"/> Block Party <input type="checkbox"/> Other: <u>Funeral</u>  |  |
| Event or Organization Website:<br><a href="https://www.kitsapgov.com/hs/Pages/VAB-Run-to-Tahoma.aspx">https://www.kitsapgov.com/hs/Pages/VAB-Run-to-Tahoma.aspx</a>  |  |
| Description of event:<br>The Kitsap County Commissioners, Medical Examiner, and Veterans Advisory Board host The Unforgotten: Run to Tahoma Ceremony on the Saturday of Memorial Day Weekend each year. Following a 90 minute memorial ceremony at the County Administration Building, the unclaimed Veteran cremains are escorted with motorcycles in a funeral procession to Tahoma National Cemetery. |  |

### Event Details

| Set Up Starts:  |             |             |           | Take Down Complete:               |            |                  |
|---|-------------|-------------|-----------|-----------------------------------|------------|------------------|
| Start Day:  | Start Date: | Start Time: | End Day:  | End Date:                         | End Time:  |                  |
| Saturday  | 5/25/2024   | 0900        | Saturday  | 5/25/2024                         | 1100       |                  |
| <b>Event Dates/Times:</b> Indicate Dates/Times OPEN to attendees<br>5/25/2024 0930 - 1100   |             |             |           | <b>Expected Daily Attendance:</b> |            |                  |
| Day:  | Date:       | Start Time: | End Time: | Participants                      | Spectators | volunteers/staff |
| Saturday  | 5/25/2024   | 0900        | 1100      | 250                               | 300        | 25               |
| Day:  | Date:       | Start Time: | End Time: |                                   |            |                  |
| Day:  | Date:       | Start Time: | End Time: |                                   |            |                  |
| <b>Additional details: (attach additional pages as needed for additional days or details)</b><br>A brief memorial ceremony will be held to honor the deceased veterans at the Kitsap County Administration building on Division Street. Immediately after the ceremony the cremains will be escorted in a funeral procession to the Tahoma National Cemetery. |             |             |           |                                   |            |                  |

## Admission Fees:

|   |                              |  |
|---|------------------------------|--|
| Does your event require a paid fee for participants and/or spectators?                    | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| Does your event require minimum or suggested donation for participants and/or spectators? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| Admission/participation fee/ suggest donations amount(s):                                 |                              |  |
|   |                              |  |

## Organization Information\*

|   |                  |                              |   |                          |      |
|---|------------------|------------------------------|---|--------------------------|------|
| Name of Organization: Kitsap County Veterans Advisory Board |                  |                              |   |                          |      |
| Do you have an active City Business License?                |                  | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No              | What is your UBI number? |      |
| Point of Contact Name: Richard Becker                       |                  |                              |   |                          |      |
| Street Address:   |                  |                              | Mailing Address: (if different from street address) |                          |      |
| 614 Division Street, MS-23                                  |                  |                              |   |                          |      |
| City: Port Orchard  | State: WA        | Zip: 98366                   | City:   | State:                   | Zip: |
| Phone: 36-337-4811  | Alternate Phone: |                              | Email: rbecker@kitsap.gov                           |                          |      |

*\*Please note the organization information provided may be shared for inquires made on event details*

## Insurance

The sponsoring organization must provide an insurance certificate, with endorsements, at least 30 days prior to the event with the City of Port Orchard shown as Additional Named Insured with minimum coverage to be as follows:

**\$1,000,000 Liability; \$1,000,000 Bodily Injury**

Special Event Insurance for events held at city-owned facilities can be purchased at [eventinsure.hubinternational.com/](http://eventinsure.hubinternational.com/).

## Parking Impacts

Have parking impacts been coordinated with neighbors (residential/business)?  Yes  No  Not Applicable

If yes, how will parking be provided for participants and visitors (including handicapped parking)? You may submit a map to show the available parking for this event in place of providing a written description below.

Ample parking is available at county owned lots surrounding the Administration building.

The preponderance of attendees will be riding motorcycles and parked in designated spaces.



## Use of City Streets and/or State Highway

### STATE HIGHWAY:

Will this event require closure of a State Highway (most common is Bay Street/SR166)?  Yes  No

If yes, which highway:  Bay Street/SR 166  Sedgwick Road  Mile Hill Drive

*For State Highway Closures, the sponsoring organization must submit the application to the city at least 120 calendar days before the event date. Upon city approval of the event, the sponsoring organization shall seek permission from the Washington State Department of Transportation (WSDOT) by completing an online application. Once permission is granted from WSDOT, a copy of the Letter of Acknowledgment or an Agreement will need to be provided to the city 45 days prior to the event. WSDOT's online application is located at: <https://www.wsdot.wa.gov/contact/events/special-events>*

**CITY PROPERTY/STREETS (Right-of-way):** Port Orchard Municipal Code 5.94.020(7) states "Right-of-way (ROW)" means any road, public parking lot, city street, highway, boulevard or place in the city open as a matter of right to public travel and shall include arterials, neighborhood streets, alleys, bicycle paths and pedestrian ways; including streets or portions thereof which are designated as portions of the state highway system."

Will this event require closure of any of the below public property/ right-of-way?  Yes  No

If yes, indicate what type of public property is requested to be closed and the location (select all that apply):

### City Park(s):

Van Zee Park  
 Paul Powers Park

McCormick Village Park  
 Central Park

Etta Turner Park  
 Givens Park

Rockwell Park

### Parking Lot(s):

- Lot 1: between Orchard and Frederick streets on the north side of Bay Street
- Lot 2: between Frederick Street and Sidney Avenue, north of Bay St.
- Lot 3: five rows of parking west of Harrison Ave and east of and parallel to the library
- Lot 4: all parking east of Lot 3 and Harrison Ave and west of the Marina Park
- Lot 5: all parking on City Hall property in front of the Police department
- Lot 6: abutting the landscaped area at the SW corner of the Bay St and Dekalb St intersection
- Lot 7: all parking spaced located on the library property which is limited to library staff only
- Lot 8: employee parking lot east of City Hall adjacent to Prospect Alley which is between Kitsap Street and Prospect Street.

### Sidewalk(s):

---

---

**Street(s):** Division Street between Sidney and Cline as well as Dwight and Austin streets for a  
period of about 1 hour.

**If requesting street or highway closure, fill out the "Details of Closure" section below and provide a traffic control plan of the area impacted.**

**Traffic Control Plan:**

A traffic control plan is required for all street and highway closures and **must be submitted with this application.** [See example Site Plan.](#) The following is required to be on the plan(s):

- Detour route(s)**     **Pedestrian and Bicycle routes**     **Volunteers: how many, where, how long, etc.**
- Signs/Barriers:** How many, what kind of signs, where will they be located, who is putting them up, who will be taking them down, etc.
- Certified flaggers:** how many will there be, where will they be stationed, what time will they be there, what time will they be gone, etc.

Should your event require traffic control and certified flaggers to manage the road closures, provide the following information:

|  |                  |                                      |
|--|------------------|--------------------------------------|
| Name of the Traffic Control company: <b>Kitsap County Sheriff (Citizens on Patrol)</b> |                  |                                      |
| Point of Contact Name: <b>Sheriff Schon Montigue</b>                                   |                  |                                      |
| Phone:<br><b>+1 (360) 509 4473</b>   | Alternate Phone: | Email:<br><b>SMontagu@kitsap.gov</b> |

**Details of Closure(s):**

| Street Name:    | Between<br>(cross street): | And<br>(cross street): | Start Date:       | Start Time: | End Date:         | End Time:   |
|-----------------|----------------------------|------------------------|-------------------|-------------|-------------------|-------------|
| <b>Division</b> | <b>Sydney</b>              | <b>Cline</b>           | <b>05/25/2024</b> | <b>0930</b> | <b>05/25/2024</b> | <b>1100</b> |
| <b>Dwight</b>   | <b>Cline</b>               | <b>Austin</b>          | <b>05/25/2024</b> | <b>0930</b> | <b>05/25/2024</b> | <b>1100</b> |
| <b>Austin</b>   | <b>Dwight</b>              | <b>Division</b>        | <b>05/25/2024</b> | <b>0930</b> | <b>05/25/2024</b> | <b>1100</b> |

Additional details: (attach additional pages as needed for more streets and/or more details about use.)  
 Volunteers and Sheriff's Citizens on Patrol will staff the road barriers to guide drivers to parking and detours if needed.

## Alcohol Sales/Services

The sale, service and consumption of alcoholic beverages are subject to Washington State Liquor & Cannabis Board (WSLCB) regulations, licensing, and permit requirements. WSLCB Special Occasion and other Licenses and related fees for alcohol sales/service at events are not included in the City's Special Event Permit. Visit the WSLCB website, <https://lcb.wa.gov/> for additional information and to apply for the appropriate license / Permit.

Will alcohol be sold or consumed at your event?  Yes\*  No

**\*If yes, you must contact the Washington State Liquor and Cannabis Board for a special liquor license.**

## Food Sales/Service

**You will need to reach out to the Kitsap Public Health District as they may require a temporary food establishment permit. Visit their website at [https://kitsappublichealth.org/FoodSafety/food\\_vendors.php](https://kitsappublichealth.org/FoodSafety/food_vendors.php) or call (360) 728-2235 for information.**

Will your event have any food service and/or sales?  Yes  No If yes, how many: \_\_\_\_\_

Will your event have professional catering?  Yes  No If yes, how many: \_\_\_\_\_

Will your event have food truck(s)?  Yes  No If yes, how many: \_\_\_\_\_

Washington State Fire Code section 105.6.30 Mobile food preparation vehicles is defined as:

*An operational permit is required for mobile food preparation vehicles equipped with appliances that produce smoke or grease-laden vapors or utilize LP-gas systems or CNG systems. Contact Community Development.*

- [Food Truck Safety Handout](#)
- [Mobile Food Preparation Vehicle Permit Application](#)

## Garbage and Recycling

|  |
|--|
| Collection Stations: How many bins are you providing as collection containers at your event?<br>Recycle <u>1</u> Garbage <u>1</u>  |
| Will you manage your own recycling and garbage collection or will it be managed by a vendor?<br>Self-Haul <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No List vendor/company, if applicable: <u>Kitsap County</u>                                 |
| Detail your plan for waste management within the event area and surrounding neighborhood:<br><b>Recepticles are provided by Kitsap County and serviced by Kitsap County staff.</b><br><b>Kitsap County staff will "police" Division Street for any debris, if any.</b> |

## Restrooms

Prove the number of restrooms that will be available to the public for your event: Inside Admin Building

Below is an example of the estimated amounts needed per the amount of users recommended in the *FEMA Special Events Contingency Planning: Job Aids Manual*.

| No. of users (50% male and 50% female) | Minimum number of portable toilets |
|--|------------------------------------|
| Up to 240                              | 3                                  |
| 250 to 499                             | 4                                  |
| 500 to 900                             | 6                                  |
| 1,000 to 1,999                         | 12                                 |
| 2,000 to 2,999                         | 25                                 |
| 3,000 to 3,999                         | 38                                 |
| 4,000 to 4,999                         | 50                                 |

## Master Multi-Vendor Event License

Will your event have vendors?  Yes  No

If so, how many anticipated exhibitors/vendors will be at your event? \_\_\_\_\_

If so, will they be selling merchandise and/ or food?  Yes  No - If you indicated Yes, please see the **Food** section on Page 4 of this application.

**POMC 5.96, if your event has two or more vendors engaged in public property vending, you are required to have a Master Multi-Vendor Event License (MMVEL). The MMVEL fee is \$15.00 per day or \$200 per month. POMC 5.96.020(3)(a) states the sponsor of the master event shall provide a list of participating vendors, their business names, their addresses and their State Tax Revenue Identification Numbers to the city clerk within three working days after the first day of the operation.**

- No public vending is allowed within twenty-five (25) feet of any municipal building, monument, or fountain, OR within ten (10) feet of intersection sidewalks.
- Vending devices must be removed from vending sites daily between the hours of 10:00 p.m. and 6:00 a.m.
- Vending devices and vending sites must always be clean and orderly. The vendor must furnish a suitable refuse container and is responsible for the daily disposal of refuse deposited therein. Refuse containers must be removed each day along with vending devices.
- Vendors may engage in public property vending only in the location specified in the public property license. The location shall be deemed the vending site.
- Utility service connections are not permitted, except electrical when provided with written permission from the adjacent property owner. Electrical lines are not allowed overhead or lying in the pedestrian portion of the sidewalk.
- No mechanical audio or noisemaking devices are allowed, and no hawking is allowed.
- A vinyl or canvas umbrella may be added to the vending device, but its open diameter may not exceed eight and one-half feet. Any part of the umbrella must have a minimum of seven feet of vertical clearance to the area on which the vending device stands.
- Individual vendor advertising signs may be placed only upon the vending device. Temporary master event advertising signs may be placed as approved by the city engineer; and
- No conduct shall be permitted which violates any other section of the Port Orchard Municipal Code.

## Site Map

A site map is **required** to be submitted which includes the following:

|                             |   |                             |  |
|-----------------------------|---|-----------------------------|--|
| Vendors:                    | <input type="checkbox"/> Yes            | <input type="checkbox"/> No | <input checked="" type="checkbox"/> Not applicable |
| Beer Garden:                | <input type="checkbox"/> Yes            | <input type="checkbox"/> No | <input checked="" type="checkbox"/> Not applicable |
| Signage:                    | <input type="checkbox"/> Yes            | <input type="checkbox"/> No | <input checked="" type="checkbox"/> Not applicable |
| Tents:                      | <input type="checkbox"/> Yes            | <input type="checkbox"/> No | <input checked="" type="checkbox"/> Not applicable |
| Public entrances and exits: | <input type="checkbox"/> Yes            | <input type="checkbox"/> No | <input checked="" type="checkbox"/> Not applicable |
| Road closures and detours:  | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Not applicable            |
| Traffic patterns:           | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Not applicable            |
| Fire Lanes:                 | <input type="checkbox"/> Yes            | <input type="checkbox"/> No | <input checked="" type="checkbox"/> Not applicable |
| Garbage/Recycling:          | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Not applicable            |
| Barricades:                 | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Not applicable            |
| First Aid:                  | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Not applicable            |
| Parking:                    | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Not applicable            |
| Restrooms:                  | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Not applicable            |

If event is a run/walk, list start and stop locations and water/rest stations:

|                              |                             |  |
|------------------------------|-----------------------------|--|
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input checked="" type="checkbox"/> Not applicable |
|------------------------------|-----------------------------|--|

## Release

I certify that the event for which this permit is to be used will not be in violation of any City of Port Orchard ordinance.

By applying for this special event permit, the organization or entity obtaining such permit agrees to defend, indemnify, and hold harmless the City, its officers, officials, employees and volunteers from all claims, injuries, damages, losses, or suits, including attorney fees and costs, arising out of or in conjunction with the activities or operations performed by the applicant or on the applicant's behalf resulting from the issuance of this permit, except for injuries and damages caused by the sole negligence of the City.

***The information on this form is considered a public record and is subject to public disclosure laws in Chapter 42.56 RCW.***

I, as the President or Chair of my organization, agree to the terms and conditions listed above.

Richard Becker Digitally signed by Richard Becker  
Date: 2023.08.04 11:18:14 -07'00'

Richard Becker 08/03/2023

Signature of President/Chair of Organization

Print Name

Date

2024 The Unforgotten: Run to Tahoma Site Map (9:00am to 11:00am)

Living Art Koi

Road Closed Barrier 1 volunteer.

Dwight St

Auto Parking

Cline Ave

Auto Parking

Austin Ave

Kitsap County Auditor

Ceremony Area

First Aid, Trash and recycle receptacles are located here. Access to restrooms available inside the Administration building.

Kitsap County Personnel Department

Road Closed Barrier 1 volunteer.

Kitsap County Public Works

Road Closed Barrier 1 volunteer.

Division St

Division St

Motorcycle Parking

Kitsap County District Court

Auto Parking

Kitsap County Sheriff's Office - Main Office

Kitsap County Superior Court Clerk

Auto Parking

ChargePoint Charging Station



**1. CALL TO ORDER AND ROLL CALL**

Mayor Pro-Tem Chang called the meeting to order at 6:30 p.m.

Roll call was taken by the City Clerk as follows:

|                         |         |
|-------------------------|---------|
| Mayor Pro-Tem Chang     | Present |
| Councilmember Diener    | Present |
| Councilmember Fenton    | Present |
| Councilmember Morrissey | Present |
| Councilmember Rosapepe  | Present |
| Councilmember Trenary   | Present |
| Councilmember Worden    | Present |
| Mayor Putaansuu         | Absent  |

Staff present: Public Works Director Ryan, Finance Director Crocker, City Attorney Archer, City Clerk Wallace, and Deputy City Clerk Floyd.

Staff present via Zoom: Community Development Director Bond

The meeting streamed live on YouTube.

**PLEDGE OF ALLEGIANCE (Time Stamp 00:35)**

**Councilmember Diener** led the audience and Council in the Pledge of Allegiance.

Staff and Council briefly discussed the process of a work study meeting and stating there is no public testimony during work study meetings.

**1. Bay Street Pedestrian Pathway Project (Time Stamp: 04:43)**

Public Works Director Ryan provided a presentation which included a current drone video of the pathway, upcoming property lease renewal near Bruce Titus Ford, over the water structures, Mosquito Fleet Trail, Downtown Subarea Plan and Redevelopment, Port Orchard waterfront, Community Events Center, Public Library, Waterfront Plaza, Bay Street Reconstruction, next steps including completing the path/trail, connecting the downtown plaza and Port Orchard ferry facility to the Annapolis ferry facility, benefits and users, economic benefits, community enhancement, and guiding principles.

Finance Director Crocker provided a presentation which included the timeline-historical to current funding and funding sources.

Additional discussion was held regarding the Annapolis Ferry dock, alternative pathway options, pilings, driveways of property owners, access, funding, mitigation, design options, public outreach, and pathway size.

**Council direction:** No direction was given to staff.

**CITY COUNCIL GOOD OF THE ORDER (Time Stamp: 1:13:26)**

Councilmember Fenton asked to add the discussion and possible update of the Guiding Principles to the Council Retreat.

Councilmember Rosapepe would like staff to look into Port Orchard Municipal Code (2.04 Council Meetings) and possibly form a committee to look into updating and codifying this information.

City Attorney Archer mentioned she is happy to work with City Clerk Wallace on this matter.

Council and staff briefly discussed the Council Retreat, and the work study meetings.

**Council direction:** No direction was given to staff.

**MOTION:** By Councilmember Rosapepe, seconded by Councilmember Fenton, to adjourn the meeting.

**The motion carried.**

The meeting adjourned at 7:58 p.m. No other action was taken. Audio/Visual was successful.

---

Brandy Wallace, MMC, City Clerk

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Fred Chang, Mayor Pro-Tem





## Agenda Staff Report

Agenda Item No.: Business Item 7A

Meeting Date: April 9, 2024

Subject: Adoption of a Resolution Approving the Purchase of Furniture for the 2<sup>nd</sup> and 3<sup>rd</sup> Floor from One Workspace, formerly Opensquare for the City Hall Renovation

Prepared By: Denis Ryan  
Public Works Director

**Summary:** The Port Orchard City Hall facility was constructed in 1999, and through the years, weather, normal wear and tear, and increased staffing have triggered a need to update and renovate the building. On December 19, 2023, Port Orchard City Council approved design services for furniture in the newly renovated areas on the 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> floor of City Hall (some of which have and can occur prior to delivery of furniture). On January 9, 2024, the City Council approved the purchase of furniture for the first floor. The furniture design for the 2<sup>nd</sup> and 3<sup>rd</sup> floor in City Hall is now complete and the City is now seeking to purchase furniture for these floors in parallel to the structural renovation project currently underway.

The City is a member of purchasing cooperative Sourcewell (via City Contract No. C075-14) which allows the City to utilize contracts procured by Sourcewell for services and purchases, so long as the City confirms the contract complies with all applicable statutory procurement requirements for the purchase or service, per RCW 39.34.030. Consistent with City Contract No. C075-14 and the City's Procurement Procedures Policies, adopted as Resolution No. 073-23, as amended, the City's Public Works Department identified One Workspace, formerly Opensquare, as an authorized vendor for the furniture, awarded via Sourcewell Contract No. 091423-STI ("Sourcewell Contract").

Staff requested a quote from the vendor for the purchase of furniture. On March 22, 2024 the City received a quote from One Workspace for the purchase of the furniture in the amount of \$43,590.42 (applicable tax included). Staff confirmed the quote was consistent with the Sourcewell Contract pricing. The City Public Works Department completed the Interlocal Agreement Purchase Checklist and reviewed the procurement process utilized by Sourcewell for the Sourcewell Contract and confirmed the applicable procurement requirements were met and obtained all necessary documentation from Sourcewell and the vendor regarding procurement.

The City's Procurement Policies require City Council authorization for purchasing budgeted items that cost \$35,000 or more. The cost of the furniture will exceed \$35,000.

**Recommendation:** Staff recommends adopting a Resolution authorizing the purchase of furniture for the 2<sup>nd</sup> and 3<sup>rd</sup> floors of City Hall from One Workspace for the City Hall Renovation Project in accordance with the City's procurement policies.

**Relationship to Comprehensive Plan:** N/A

**Motion for consideration:** I move to adopt a Resolution authorizing the purchase of furniture for the City Hall Renovations Project from vendor One Workspace.

**Fiscal Impact:** A budget amendment may be required.

**Alternatives:** Do not approve and provide alternative guidance.

**Attachments:** Resolution, Exhibit A-Quote, Interlocal Agreement Checklist

RESOLUTION NO. \_\_\_\_\_-24

**A RESOLUTION OF THE CITY OF PORT ORCHARD, WASHINGTON, APPROVING THE PURCHASE OF FURNITURE FOR THE 2<sup>nd</sup> and 3<sup>rd</sup> FLOOR OF CITY HALL FROM ONE WORKSPACE, FORMERLY OPENSQUARE FOR THE CITY HALL RENOVATION PROJECT AND DOCUMENTING PROCUREMENT PROCEDURES.**

**WHEREAS**, the Port Orchard City Hall facility was constructed in 1999, and through the years, weather, normal wear and tear, and increased staffing have triggered a need to update and renovate the building; and

**WHEREAS**, on December 19, 2023, Port Orchard City Council approved design services for furniture in the newly renovated areas on the 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> floors of City Hall; and

**WHEREAS**, the City is seeking to purchase furniture for the 2<sup>nd</sup> and 3<sup>rd</sup> floor in City Hall in parallel to the structural renovation project currently underway; and

**WHEREAS**, as authorized by City Contract No. C075-14, the City is a member of the purchasing cooperative Sourcewell, formally known as the National Joint Power Alliance (NJPA), a Minnesota Public Agency; and

**WHEREAS**; consistent with City Contract No. C075-14 and the City's Procurement Procedures Policies, adopted as Resolution No. 073-23, as amended, the City's Public Works Department identified One Workspace, formerly Opensquare as an approved vendor for the desired furniture purchase through Sourcewell Contract No. 091423-STI (Sourcewell Contract); and

**WHEREAS**, staff reviewed the procurement process utilized by Sourcewell for the Sourcewell Contract, confirmed the statutory procurement requirements were met, and obtained all necessary documentation from Sourcewell and One Workspace regarding procurement; and

**WHEREAS**, Public Works staff requested a quote for the purchase of furniture from One Workspace and on March 22, 2024, received a quote from the vendor and confirmed that the pricing was consistent with the Sourcewell Contract; and

**WHEREAS**, upon receipt of the quote, the City's Public Works Department completed the Interlocal Agreement Purchase Checklist for the selected vendor and confirmed the quote was consistent with the Sourcewell Contract; and

**WHEREAS**, the City's Procurement Policies require City Council authorization for purchasing budgeted items that cost \$35,000 or more and for unbudgeted purchases, and because staff is phasing this project into multiple purchases the total cost will exceed \$35,000; and

**WHEREAS**, the Port Orchard City Council, at the 2015 recommendation of the State Auditor's Office, wishes to document their selection/procurement process as described herein for this purchase by Resolution; now, therefore,

**THE CITY COUNCIL OF THE CITY OF PORT ORCHARD, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:**

**THAT:** It is the intent of the Port Orchard City Council that the recitals set forth above are hereby adopted and incorporated as findings in support of this Resolution.

**THAT:** The City Council approves the purchase of furniture from One Workspace in an amount not to exceed \$43,590.42 (applicable tax included). The Mayor or his designee is authorized to take all actions necessary to effectuate the purchase consistent with this authorization.

**THAT:** The Resolution shall take full force and effect upon passage and signatures hereon.

**PASSED** by the City Council of the City of Port Orchard, **SIGNED** by the Mayor and attested by the City Clerk in authentication of such passage on this 9<sup>th</sup> day of April 2024.

---

Robert Putansuu, Mayor

ATTEST:

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Brandy Wallace, MMC, City Clerk



**Remit to:**  
 Workspace Development, LLC dba One Workplace  
 PO Box 8395  
 Pasadena, CA 91109-8395  
 206.768.8000  
 oneworkplace.com

**Quotation 331168**

**Quote Date** 03/27/24  
**Customer Order** ROM NOT FOR ORDER  
**Project** 21373  
**Customer** 255131  
**Terms** Net 30  
**Account Representative** Cameron Hood

**Quote To**

Patti Saltsgaver  
 CITY OF PORT ORCHARD  
 216 Prospect St  
 Port Orchard WA 98366

**Ship To**

Patti Saltsgaver  
 CITY OF PORT ORCHARD  
 216 PROSPECT ST  
 Port Orchard WA 98366-5326

**Budgetary Pricing**

Pricing provided is intended for budgetary purposes only. Freight, electrical, and sales tax are not included; discounts are estimated. Pricing will change based on final layout, finishes, installation cost, and design time. A formal quote is required prior to order.

**Phone** +1 360-876-4407

ap@portorchardwa.gov,WDinvoicesoracle@wks-de  
 v.com

**Phone** +1 360-876-4407

ap@portorchardwa.gov,WDinvoicesoracle@wks-de  
 v.com

21373--ROM PortOrch City Hall LV2 & LV3

**THIS QUOTATION IS FOR ROM BUDGETARY PRICING ONLY- AN ORDER CANNOT BE PLACED USING THIS QUOTATION.**

**PRICING PER SOURCEWELL CONTRACT: #091423-STI**

**QUESTIONS:**

**Contact: Cameron Hood**  
 Workspace Consultant Manager  
 chood@oneworkplace.com  
 +1 (206) 934-5967

OR

**Contact: Heather Webb**  
 Client Experience Specialist  
 hwebb@oneworkplace.com  
 +1 (509) 217-9002

| Description                            | Quantity | Unit Price<br>Sell/List/Disc | Extended Price |
|--|----------|------------------------------|----------------|
| LVL02                                  |          |                              |                |
| 1 REVIUNDERMOUNT - AMQ Revi Undermount | 2T       | 225.94                       | 451.88         |
| Storage Finish: F3 - Black             |          | 482.00                       |                |
| Door: Left Hinged                      |          | 53.12%                       |                |
| Swing Door Finish: F3 - Black          |          |                              |                |
| Shelf: with Shelf                      |          |                              |                |
| Shelf Finish: F3 - Black               |          |                              |                |
| Bag Hook: No Bag Hook                  |          |                              |                |
| File Pocket: No File Pocket            |          |                              |                |
| AMQSolutio                             |          |                              |                |
| Tag For LVL02<br>PSCL                  |          |                              |                |

Accepted by \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_



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**Quotation 331168**

Page 2 / 14 (cont'd)

| Description  | Quantity | Unit Price<br>Sell/List/Disc | Extended Price |
|--|----------|------------------------------|----------------|
| <b>2 DSPOWER - Powerstrip-Desktop</b><br><b>Power Configuration:</b> 2 Power, 1 USB A, 1 USB C 20W<br><b>Power Finish:</b> Plastic - PG1 6527 - MERLE<br><b>Power Mount:</b> C-Clamp<br><b>Utility Power:</b> 2 Utility, 1 Female Plug, Tray<br><b>Power Plug Type:</b> STANDARD NEMA 5-15 3-PRONG<br><b>Power Cord:</b> 8' Standard Cord<br><b>Cord Color:</b> Black<br><b>PVC:</b> With PVC<br>Steelcase<br><b>Tag For</b> LVL02<br>PS/2P/2UP-8S           | 1T       | 348.69<br>731.00<br>52.30%   | 348.69         |
| <b>3 DSTRAYLG - Tray-Cable Management, Smart straps, 30W</b><br>Steelcase<br><b>Tag For</b> LVL02<br>TS  | 2T       | 62.01<br>130.00<br>52.30%    | 124.02         |
| <b>4 TS730THF - Frame-Horizontal package, Thin, 30W</b><br><b>BASIC:</b> 7360 MERLE<br><b>TC OPT:</b> *OPT:TOP CAP OPTIONS<br><b>STD CAP:</b> STD:Std Top Cap<br><b>CABLEOPT:</b> *OPT:CABLE TRAY OPTION<br><b>NO TRAY:</b> NO CABLE TRAY<br><b>BASE OPT:</b> *OPT:BASE TRIM OPTIONS<br><b>KO BOTH:</b> STD:KNOCKOUT BASE BOTH SIDES<br><b>TRAY OPT:</b> *OPT:BASE TRAY OPTION<br><b>NO TRAY:</b> NO BASE TRAY<br>Steelcase<br><b>Tag For</b> LVL02<br>30/66 | 5T       | 47.69<br>129.00<br>63.03%    | 238.45         |
| <b>5 TS766TEPJ - Junction-End of run, Thin, 66H</b><br><b>TRIM:</b> *OPT:TRIM PACKAGE<br><b>PAINT:</b> PAINTED TRIM PKG<br><b>UPRIGHT:</b> UPRIGHT<br><b>TEXT PNT:</b> *UPRIGHT:TEXTURED PAINT<br><b>7360:</b> MERLE<br>Steelcase<br><b>Tag For</b> LVL02<br>E66   | 2T       | 57.30<br>155.00<br>63.03%    | 114.60         |



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Quotation 331168

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| Description   | Quantity | Unit Price<br>Sell/List/Disc | Extended Price |
|---|----------|------------------------------|----------------|
| <b>6 TS766TIPJ - Junction-In line, Thin, 66H</b><br>Steelcase<br><b>Tag For</b> LVL02<br>I66  | 1T       | 40.67<br>110.00<br>63.03%    | 40.67          |
| <b>7 TS766TLPJ - Junction-L, Thin, 66H</b><br><b>TRIM: *OPT:TRIM PACKAGE</b><br><b>PAINT: PAINTED TRIM PKG</b><br><b>UPRIGHT: UPRIGHT</b><br><b>TEXT PNT: *UPRIGHT:TEXTURED PAINT</b><br><b>7360: MERLE</b><br>Steelcase<br><b>Tag For</b> LVL02<br>L66 | 1T       | 89.47<br>242.00<br>63.03%    | 89.47          |
| <b>8 TS766TTPJ - Junction-T, Thin, 66H</b><br><b>TRIM: *OPT:TRIM PACKAGE</b><br><b>PAINT: PAINTED TRIM PKG</b><br><b>UPRIGHT: UPRIGHT</b><br><b>TEXT PNT: *UPRIGHT:TEXTURED PAINT</b><br><b>7360: MERLE</b><br>Steelcase<br><b>Tag For</b> LVL02<br>T66 | 1T       | 89.47<br>242.00<br>63.03%    | 89.47          |
| <b>9 TS766WPJ - Junction-Wall start, 66H</b><br>Steelcase<br><b>Tag For</b> LVL02<br>WS66   | 1T       | 119.41<br>323.00<br>63.03%   | 119.41         |
| <b>10 TS74830TK - Panel skin-Tackable acoustical, 48H x 30W</b><br><b>SURFACE: 5H21 GUNMETAL</b><br><b>FAB DIR: *OPT:FABRIC DIRECTION</b><br><b>HORZ: STD:HORIZONTAL APPLICATION</b><br>Steelcase<br><b>Tag For</b> LVL02                               | 10T      | 127.92<br>346.00<br>63.03%   | 1,279.20       |
| <b>11 TS71230SPW - Window-Single pane, 12H x 30W</b><br><b>GLASS: 6500 CLEAR GLASS</b><br><b>TRIM: 7360 MERLE</b><br>Steelcase<br><b>Tag For</b> LVL02  | 5T       | 256.94<br>695.00<br>63.03%   | 1,284.70       |



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| Description  | Quantity | Unit Price<br>Sell/List/Disc   | Extended Price |
|--|----------|--------------------------------|----------------|
| <p><b>12</b>    <b>OLELRQ</b> - Ology; Desk-Rectangle, Extended height<br/> <b>Size Option:</b> Modular<br/> <b>Depth:</b> 29.00000<br/> <b>Width:</b> 58.00000<br/> <b>Top Surface Finish:</b> Woodgrain HPL 2412 - NATURAL CHERRY<br/> <b>Edge Finish:</b> Plastic - PG1 6034 - NATURAL CHERRY<br/> <b>Base Finish:</b> Textured Paint 7207 - BLACK<br/> <b>Corner:</b> Square Corner<br/> <b>Controller:</b> Active Touch Controller<br/> <b>Integrated Rail:</b> No Rail<br/> <b>Power Access:</b> No Power Access<br/> <b>Soft Edge:</b> No Soft Edge<br/> <b>Overhang:</b> No Overhang<br/> <b>Grommet:</b> No Grommet<br/> <b>Glides:</b> 1/2" Glide<br/> <b>Power:</b> NA 120V, NEMA 1-15 Type A - D<br/>           Steelcase<br/> <b>Tag For</b>        LVL02<br/>                             29/58/EXT-AT</p> | 2T       | 1,490.51<br>3,102.00<br>51.95% | 2,981.02       |
| <p><b>13</b>    <b>UPL</b> - Post leg, Glides, 28 1/2H<br/> <b>LEGS:</b> 7207 BLACK<br/>           Steelcase<br/> <b>Tag For</b>        LVL02<br/>                             PL</p>  | 2T       | 70.24<br>190.00<br>63.03%      | 140.48         |
| <p><b>14</b>    <b>USWS</b> - Worksurface-Straight, Laminate, Plastic edge profile<br/> <b>Size Option:</b> Modular<br/> <b>Depth:</b> 24.00000<br/> <b>Width:</b> 72.00000<br/> <b>Top Surface Finish:</b> Woodgrain HPL 2412 - NATURAL CHERRY<br/> <b>Grain Direction:</b> Long Grain<br/> <b>Edge Finish:</b> Plastic - PG1 6034 - NATURAL CHERRY<br/> <b>Power Access:</b> No Power Access<br/> <b>Scallop:</b> With Scallop<br/> <b>Grommet:</b> No Grommet<br/> <b>Cord Drop:</b> With Cord Drop<br/> <b>Depth with Cord Drop:</b> 23.50000</p>  | 1T       | 215.17<br>582.00<br>63.03%     | 215.17         |





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**Quotation 331168**  
 Page 5 / 14 (cont'd)

| Description   | Quantity | Unit Price<br>Sell/List/Disc | Extended Price  |
|---|----------|------------------------------|-----------------|
| <b>14</b> Steelcase<br><b>Tag For</b> LVL02<br>24/72  |          |                              |                 |
| <b>15</b> <b>CFINTRODSLIDE</b> - CF Series Intro Dual Monitor Arm<br><b>Arm Finish:</b> Smooth Paint PG2 0835 - BLACK<br><b>Bracket Type:</b> Dual C-Clamp<br>Steelcase<br><b>Tag For</b> LVL02<br>CFI-D-C  | 2T       | 275.48<br>572.00<br>51.84%   | 550.96          |
| <b>16</b> <b>OLCR</b> - Ology; Cable riser<br><b>Connection Type:</b> Leg Connection<br>Steelcase<br><b>Tag For</b> LVL02<br>CRX  | 2T       | 123.01<br>256.00<br>51.95%   | 246.02          |
| <b>17</b> <b>RLF24302F</b> - Universal; Lateral file, 2 drawers, Flush steel front, 24D<br>x 30W x 28H<br><b>BASIC:</b> 7207 BLACK<br><b>LOCK:</b> 9250 EMBER CHROME<br><b>KEYS:</b> SK PLUG<br><b>TOP OPT:</b> *OPT:TOP OPTIONS<br><b>NO TOP:</b> NO TOP<br><b>LOCK OPT:</b> *OPT:DRAWER LOCK OPTIONS<br><b>CENTRAL:</b> STD:CENTRAL LOCKING DWR<br><b>DWR ACC:</b> *OPT:FILE DWR ACCESSORIES<br><b>RAIL:</b> STD:DRAWERS WITH RAILS<br><b>CNTRWT:</b> *OPT:COUNTERWEIGHT PKG<br><b>UNIV:</b> UNIVERSAL COUNTERWEIGHT<br><b>BASE OPT:</b> *OPT:BASE OPTIONS<br><b>UNIVBASE:</b> UNIVERSAL BASE<br>Steelcase<br><b>Tag For</b> LVL02<br>LF/2/30 | 1T       | 623.65<br>1,697.00<br>63.25% | 623.65          |
| <b>Sub Total</b>  |          |                              | 8,937.86        |
| Estimated Tax Rate - 9.300%   |          |                              | 831.22          |
| <b>Total</b>  |          |                              | <b>9,769.08</b> |
| LVL03   |          |                              |                 |

Accepted by \_\_\_\_\_ Title \_\_\_\_\_ Page 81 of 126 \_\_\_\_\_ Date \_\_\_\_\_



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**Quotation 331168**

Page 6 / 14 (cont'd)

| Description   | Quantity | Unit Price<br>Sell/List/Disc | Extended Price |
|---|----------|------------------------------|----------------|
| <b>18 TS736TEPJ - Junction-End of run, Thin, 36H</b><br><b>TRIM:</b> *OPT:TRIM PACKAGE<br><b>PAINT:</b> PAINTED TRIM PKG<br><b>UPRIGHT:</b> UPRIGHT<br><b>TEXT PNT:</b> *UPRIGHT:TEXTURED PAINT<br><b>7360:</b> MERLE<br>Steelcase<br><b>Tag For</b> LVL03<br>E36   | 1T       | 57.30<br>155.00<br>63.03%    | 57.30          |
| <b>19 TS736TIPJ - Junction-In line, Thin, 36H</b><br>Steelcase<br><b>Tag For</b> LVL03<br>I36   | 1T       | 40.67<br>110.00<br>63.03%    | 40.67          |
| <b>20 TS736TLPJ - Junction-L, Thin, 36H</b><br><b>TRIM:</b> *OPT:TRIM PACKAGE<br><b>PAINT:</b> PAINTED TRIM PKG<br><b>UPRIGHT:</b> UPRIGHT<br><b>TEXT PNT:</b> *UPRIGHT:TEXTURED PAINT<br><b>7360:</b> MERLE<br>Steelcase<br><b>Tag For</b> LVL03<br>L36  | 1T       | 89.47<br>242.00<br>63.03%    | 89.47          |
| <b>21 TS736WPJ - Junction-Wall start, 36H</b><br>Steelcase<br><b>Tag For</b> LVL03<br>WS36  | 1T       | 119.41<br>323.00<br>63.03%   | 119.41         |
| <b>22 DSPower - Powerstrip-Desktop</b><br><b>Power Configuration:</b> 2 Power, 1 USB A, 1 USB C 20W<br><b>Power Finish:</b> Plastic - PG1 6527 - MERLE<br><b>Power Mount:</b> C-Clamp<br><b>Utility Power:</b> 2 Utility, 1 Female Plug, Tray<br><b>Power Plug Type:</b> STANDARD NEMA 5-15 3-PRONG<br><b>Power Cord:</b> 8' Standard Cord<br><b>Cord Color:</b> Black<br><b>PVC:</b> With PVC<br>Steelcase<br><b>Tag For</b> LVL03<br>PS/2P/2UP-8S | 4T       | 348.69<br>731.00<br>52.30%   | 1,394.76       |



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 oneworkplace.com

**Quotation 331168**

Page 7 / 14 (cont'd)

| Description   | Quantity | Unit Price<br>Sell/List/Disc | Extended Price |
|---|----------|------------------------------|----------------|
| <b>23</b> <b>DSTRAYLG</b> - Tray-Cable Management, Smart straps, 30W<br>Steelcase<br><b>Tag For</b> LVL03<br>TS   | 4T       | 62.01<br>130.00<br>52.30%    | 248.04         |
| <b>24</b> <b>TS736THF</b> - Frame, Horizontal package, Thin, 36W<br><b>BASIC:</b> 7360 MERLE<br><b>TC OPT:</b> *OPT:TOP CAP OPTIONS<br><b>STD CAP:</b> STD:Std Top Cap<br><b>CABLEOPT:</b> *OPT:CABLE TRAY OPTION<br><b>NO TRAY:</b> NO CABLE TRAY<br><b>BASE OPT:</b> *OPT:BASE TRIM OPTIONS<br><b>KO BOTH:</b> STD:KNOCKOUT BASE BOTH SIDES<br><b>TRAY OPT:</b> *OPT:BASE TRAY OPTION<br><b>NO TRAY:</b> NO BASE TRAY<br>Steelcase<br><b>Tag For</b> LVL03<br>36/36 | 1T       | 50.28<br>136.00<br>63.03%    | 50.28          |
| <b>25</b> <b>TS742THF</b> - Frame, Horizontal package, Thin, 42W<br><b>BASIC:</b> 7360 MERLE<br><b>TC OPT:</b> *OPT:TOP CAP OPTIONS<br><b>STD CAP:</b> STD:Std Top Cap<br><b>CABLEOPT:</b> *OPT:CABLE TRAY OPTION<br><b>NO TRAY:</b> NO CABLE TRAY<br><b>BASE OPT:</b> *OPT:BASE TRIM OPTIONS<br><b>KO BOTH:</b> STD:KNOCKOUT BASE BOTH SIDES<br><b>TRAY OPT:</b> *OPT:BASE TRAY OPTION<br><b>NO TRAY:</b> NO BASE TRAY<br>Steelcase<br><b>Tag For</b> LVL03<br>42/36 | 1T       | 58.04<br>157.00<br>63.03%    | 58.04          |
| <b>26</b> <b>TS730THF</b> - Frame-Horizontal package, Thin, 30W<br><b>BASIC:</b> 7360 MERLE<br><b>TC OPT:</b> *OPT:TOP CAP OPTIONS<br><b>STD CAP:</b> STD:Std Top Cap<br><b>CABLEOPT:</b> *OPT:CABLE TRAY OPTION<br><b>NO TRAY:</b> NO CABLE TRAY<br><b>BASE OPT:</b> *OPT:BASE TRIM OPTIONS<br><b>KO BOTH:</b> STD:KNOCKOUT BASE BOTH SIDES  | 1T       | 47.69<br>129.00<br>63.03%    | 47.69          |

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| Description  | Quantity | Unit Price<br>Sell/List/Disc | Extended Price |
|--|----------|------------------------------|----------------|
| <b>26 TRAY OPT: *OPT:BASE TRAY OPTION</b><br><b>NO TRAY: NO BASE TRAY</b><br>Steelcase<br><b>Tag For</b> LVL03<br>30/36  |          |                              |                |
| <b>27 PSPM - SARTO Screen; Privacy / modesty</b><br><b>Size Option:</b> Modular<br><b>Height:</b> 24.00000<br><b>Privacy Height:</b> 9.00000<br><b>Width:</b> 60.00000<br><b>Screen Type:</b> Rear Screen<br><b>Worksurface Type:</b> Without Scallop<br><b>Surface Finish:</b> Billiard 5H21 - GUNMETAL<br><b>Bracket Finish:</b> Textured Paint 7360 - MERLE<br>Steelcase<br><b>Tag For</b> LVL03<br>PMS/60/24/9.0 | 2T       | 373.44<br>805.00<br>53.61%   | 746.88         |
| <b>28 TS73036TK - Panel skin-Tackable acoustical, 30H x 36W</b><br><b>SURFACE:</b> 5H21 GUNMETAL<br><b>FAB DIR:</b> *OPT:FABRIC DIRECTION<br><b>HORZ:</b> STD:HORIZONTAL APPLICATION<br>Steelcase<br><b>Tag For</b> LVL03  | 2T       | 113.13<br>306.00<br>63.03%   | 226.26         |
| <b>29 TS73042TK - Panel skin-Tackable acoustical, 30H x 42W</b><br><b>SURFACE:</b> 5H21 GUNMETAL<br><b>FAB DIR:</b> *OPT:FABRIC DIRECTION<br><b>HORZ:</b> STD:HORIZONTAL APPLICATION<br>Steelcase<br><b>Tag For</b> LVL03  | 2T       | 120.52<br>326.00<br>63.03%   | 241.04         |
| <b>30 TS73030TK - Panel skin-Tackable acoustical, 30W x 30H</b><br><b>SURFACE:</b> 5H21 GUNMETAL<br><b>FAB DIR:</b> *OPT:FABRIC DIRECTION<br><b>HORZ:</b> STD:HORIZONTAL APPLICATION<br>Steelcase<br><b>Tag For</b> LVL03  | 2T       | 105.73<br>286.00<br>63.03%   | 211.46         |



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| Description  | Quantity | Unit Price<br>Sell/List/Disc   | Extended Price |
|--|----------|--------------------------------|----------------|
| <p>31 OLELL3 - Ology; Desk-90 degree, 3 legs, Extended height<br/> <b>Size Option:</b> Modular<br/> <b>Depth - Left:</b> 29.00000<br/> <b>Depth - Right:</b> 23.00000<br/> <b>Width - Left:</b> 70.00000<br/> <b>Width - Right:</b> 70.00000<br/> <b>Top Surface Finish:</b> Woodgrain HPL 2412 - NATURAL CHERRY<br/> <b>Edge Finish:</b> Plastic - PG1 6034 - NATURAL CHERRY<br/> <b>Base Finish:</b> Textured Paint 7207 - BLACK<br/> <b>Corner:</b> Square Corner<br/> <b>Controller:</b> Active Touch Controller<br/> <b>Integrated Rail:</b> No Rail<br/> <b>Power Access:</b> No Power Access<br/> <b>Grommet:</b> No Grommet<br/> <b>Glides:</b> 1/2" Glide<br/> <b>Power:</b> NA 120V, NEMA 1-15 Type A - D<br/>           Steelcase<br/> <b>Tag For</b> LVL03<br/>           29/70/70/23/EXT-AT</p> | 1T       | 2,358.77<br>4,909.00<br>51.95% | 2,358.77       |
| <p>32 OLELRQ - Ology; Desk-Rectangle, Extended height<br/> <b>Size Option:</b> Modular<br/> <b>Depth:</b> 29.00000<br/> <b>Width:</b> 52.00000<br/> <b>Top Surface Finish:</b> Woodgrain HPL 2412 - NATURAL CHERRY<br/> <b>Edge Finish:</b> Plastic - PG1 6034 - NATURAL CHERRY<br/> <b>Base Finish:</b> Textured Paint 7207 - BLACK<br/> <b>Corner:</b> Square Corner<br/> <b>Controller:</b> Active Touch Controller<br/> <b>Integrated Rail:</b> No Rail<br/> <b>Power Access:</b> No Power Access<br/> <b>Soft Edge:</b> No Soft Edge<br/> <b>Overhang:</b> No Overhang<br/> <b>Grommet:</b> No Grommet<br/> <b>Glides:</b> 1/2" Glide<br/> <b>Power:</b> NA 120V, NEMA 1-15 Type A - D<br/>           Steelcase</p>   | 1T       | 1,446.30<br>3,010.00<br>51.95% | 1,446.30       |



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| Description |   | Quantity | Unit Price<br>Sell/List/Disc   | Extended Price |
|-------------|---|----------|--------------------------------|----------------|
| 32          | <b>Tag For</b> LVL03<br>29/52/EXT-AT  |          |                                |                |
| 33          | <b>OLELRQ</b> - Ology; Desk-Rectangle, Extended height<br><b>Size Option:</b> Modular<br><b>Depth:</b> 29.00000<br><b>Width:</b> 64.00000<br><b>Top Surface Finish:</b> Woodgrain HPL 2412 - NATURAL CHERRY<br><b>Edge Finish:</b> Plastic - PG1 6034 - NATURAL CHERRY<br><b>Base Finish:</b> Textured Paint 7207 - BLACK<br><b>Corner:</b> Square Corner<br><b>Controller:</b> Active Touch Controller<br><b>Integrated Rail:</b> No Rail<br><b>Power Access:</b> No Power Access<br><b>Soft Edge:</b> No Soft Edge<br><b>Overhang:</b> No Overhang<br><b>Grommet:</b> No Grommet<br><b>Glides:</b> 1/2" Glide<br><b>Power:</b> NA 120V, NEMA 1-15 Type A - D<br>Steelcase<br><b>Tag For</b> LVL03<br>29/64/EXT-AT | 2T       | 1,535.68<br>3,196.00<br>51.95% | 3,071.36       |
| 34          | <b>UPL</b> - Post leg, Glides, 28 1/2H<br><b>LEGS:</b> 7207 BLACK<br>Steelcase<br><b>Tag For</b> LVL03<br>PL  | 1T       | 70.24<br>190.00<br>63.03%      | 70.24          |
| 35          | <b>UPL4</b> - Post leg, Package quantity 4, Glides, 28 1/2H<br><b>LEGS:</b> 7207 BLACK<br>Steelcase<br><b>Tag For</b> LVL03<br>PL   | 1T       | 280.97<br>760.00<br>63.03%     | 280.97         |
| 36          | <b>USWS</b> - Worksurface-Straight, Laminate, Plastic edge profile<br><b>Size Option:</b> Modular<br><b>Depth:</b> 24.00000<br><b>Width:</b> 84.00000<br><b>Top Surface Finish:</b> Woodgrain HPL 2412 - NATURAL CHERRY<br><b>Grain Direction:</b> Long Grain   | 1T       | 320.90<br>868.00<br>63.03%     | 320.90         |



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| Description  | Quantity | Unit Price<br>Sell/List/Disc | Extended Price |
|--|----------|------------------------------|----------------|
| <b>36 Edge Finish:</b> Plastic - PG1 6034 - NATURAL CHERRY<br><b>Power Access:</b> No Power Access<br><b>Scallop:</b> With Scallop<br><b>Grommet:</b> No Grommet<br><b>Cord Drop:</b> No Cord Drop<br>Steelcase<br><b>Tag For</b> LVL03<br>24/84   |          |                              |                |
| <b>37 CFINTRODSLIDE</b> - CF Series Intro Dual Monitor Arm<br><b>Arm Finish:</b> Smooth Paint PG2 0835 - BLACK<br><b>Bracket Type:</b> Dual C-Clamp<br>Steelcase<br><b>Tag For</b> LVL03<br>CFI-D-C  | 4T       | 275.48<br>572.00<br>51.84%   | 1,101.92       |
| <b>38 OLCR</b> - Ology; Cable riser<br><b>Connection Type:</b> Leg Connection<br>Steelcase<br><b>Tag For</b> LVL03<br>CRX  | 4T       | 123.01<br>256.00<br>51.95%   | 492.04         |
| <b>39 TS7WKSPT72</b> - Reinforcing channel, 72W<br>Steelcase<br><b>Tag For</b> LVL03<br>RC/72  | 1T       | 28.10<br>76.00<br>63.03%     | 28.10          |
| <b>40 RPM2421CF</b> - Pedestal-Mobile, 1 box / 1 file, Flush steel front, 22<br>5/8D<br><b>BASIC:</b> 7207 BLACK<br><b>LOCK:</b> 9250 EMBER CHROME<br><b>KEYS:</b> SK PLUG<br><b>TOP OPT:</b> *OPT:TOP OPTIONS<br><b>1/8 IN STL:</b> STD:1/8 INCH HIGH STEEL<br><b>DWR OPT:</b> *OPT:DRAWER FEATURE OPTIONS<br><b>FULL DWR:</b> STD:FULL DRAWER<br><b>DWR ACC:</b> *OPT:FILE DWR ACCESSORIES<br><b>RAIL:</b> DRAWERS WITH RAILS<br><b>PULLS:</b> *OPT:PULL OPTIONS<br><b>INT PULL:</b> STD:INTEGRAL J, PULL<br>Steelcase<br><b>Tag For</b> LVL03<br>BF | 3T       | 502.05<br>1,358.00<br>63.03% | 1,506.15       |



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| Description   | Quantity | Unit Price<br>Sell/List/Disc   | Extended Price   |
|---|----------|--------------------------------|------------------|
| <b>41 HDSTGV - High density; Cabinet-Value package</b><br><b>Width:</b> 15.00000<br><b>Depth:</b> 30.00000<br><b>Case Height:</b> 48.00000<br><b>Front Color Scheme:</b> Non Contrasting Front<br><b>Case Finish:</b> Woodgrain HPL 2412 - NATURAL CHERRY<br><b>Grain Direction:</b> Vertical<br><b>Inner Finish:</b> Textured Paint 7360 - MERLE<br><b>Lock Finish:</b> Ember Chrome 9250 - EMBER CHROME<br><b>Keys:</b> Key Plug<br><b>Pull:</b> Nile Pull<br><b>Pull Finish:</b> Smooth Paint PG2 0835 - BLACK<br><b>Handedness:</b> Left Hand<br><b>Interior Configuration:</b> Shelf<br><b>Coat Closet:</b> No Coat Closet<br>Steelcase<br><b>Tag For</b> LVL03<br>HDC/48/LH-V | 1T       | 1,357.54<br>3,694.00<br>63.25% | 1,357.54         |
| <b>42 LOCK9201FR - Lock Cylinder-FR Series, Polished Chrome</b><br><b>LOCK:</b> 9201 POLISHED CHROME<br><b>KEYS:</b> SK RAND<br>Steelcase<br><b>Tag For</b> LVL03<br>HDC/48/LH-V  | 5T       | N/C<br>0.00<br>0.00%           | N/C              |
| <b>Sub Total</b>  |          |                                | 15,565.59        |
| Estimated Tax Rate - 9.300%   |          |                                | 1,447.60         |
| <b>Total</b>  |          |                                | <b>17,013.19</b> |
| <b>43 CONTINGENCY - Contingency for product and specification changes</b><br>WorkspaceD   | 1T       | 5,536.00<br>0.00<br>0.00%      | 5,536.00         |
| <b>44 ESTIMATED SERVICES - Estimated services for project</b><br>WorkspaceD   | 1T       | 9,842.00<br>0.00<br>0.00%      | 9,842.00         |
| <b>Quotation Totals</b>   |          |                                |                  |
| <b>Sub Total</b>  |          |                                | 39,881.45        |
| Estimated Tax Rate - 9.300%   |          |                                | 3,708.97         |
| <b>Grand Total</b>  |          |                                | <b>43,590.42</b> |

**Budgetary Pricing**  
 Pricing provided is intended for budgetary purposes only. Freight, electrical, and sales tax are not included. Discounts are estimated. Pricing will change based on final layout. Brushes, installation cost, and design time. A formal quote is required prior to order.

Accepted by \_\_\_\_\_ Title \_\_\_\_\_ Page 88 of 126 \_\_\_\_\_ Date \_\_\_\_\_





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**End of Quotation**

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**1. QUOTATIONS AND ORDERS**

**TERM:** All prices are guaranteed for 30 days from date of quotation.

- a. **PAYMENT TERMS:** Balance is due in full net thirty (30) days from date of invoice. For open punch list items, an amount commensurate to items in question and no greater than 10% may be withheld until completion as per standard industry practice.
- b. **DELAYS:** If, for any reason, Buyer is unable to receive product at the job site on the mutually agreed upon delivery date, product will be deemed delivered and will be invoiced as if delivered
- c. **CANCELLATIONS:**  
 All product is manufactured to customer specifications and, therefore, cannot be canceled once produced or in production, or returned. Restocking programs are not available.
- d. **EXTRA HANDLING DUE TO SITE CONDITIONS:** Charges will be assessed to the Buyer for excessive handling, storage and transportation incurred because of site conditions, activity of other trades, or other reasons beyond Seller's control not specifically identified in the price quotation at a standard hourly rate or actual charges if performed by a third party.

**2. DELIVERY AND INSTALLATION**

- a. **SELLER'S RESPONSIBILITIES:** Seller assumes responsibility to receive, inspect, stage, deliver and install Buyer's goods. All furnishings will be clean and put into good working order. Cartoning and packing materials will be removed and premises left in good order. When applicable, Seller may direct shipments directly to the job site.
- b. **FREIGHT CLAIMS:** Claims for product damaged in transit, other than drop shipments, will be processed by Seller and damaged product will be repaired or replaced to the reasonable satisfaction of Buyer.
- c. **WARRANTIES:**  
**SELLER MAKES NO WARRANTIES OF PRODUCT SOLD HEREUNDER WHATSOEVER, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR WARRANTY THAT THE FURNITURE IS FIT FOR ANY PARTICULAR PURPOSE.**

**FORCE MAJEURE**

Neither Party will be liable for a delay in performing its obligations under this Agreement or any Order to the extent that delay is caused by insurrection, war, terrorism, riot, explosion, nuclear incident, fire, flood, earthquake, or other catastrophic event or Act of God beyond the reasonable control of the affected Party.

**These terms apply unless an alternative MSA has been agreed upon.**

To view our full Terms and Conditions, visit [www.oneworkplace.com/wa\\_tc](http://www.oneworkplace.com/wa_tc)

**CITY OF PORT ORCHARD**  
PURCHASES THROUGH INTERLOCAL AGREEMENTS

**City Contract No.:** 075-14

**Interlocal Agreement with the Host Agency** (government agency or Purchasing Co-Op name): Sourcewell

**Item Description:** Office Furniture

**Do you have an Interlocal agreement signed with the Contract (host) Agency?**

- If yes, where is it filed: City Clerk
- If no, get a mutually signed Agreement in place before you continue.

**State OSP Contract No.#:** Sourcewell #091423-STI

*If you have an Office of State Procurement (OSP) contract number you may skip the remainder of this test because the OSP contracts comply with remaining requirements and retain the documentation on hand for SAO to review in the OSP offices.*

**Is this a technology contract?**

- If yes, do your own rules allow for technology contracts to be negotiated?
- If your own rules allow for negotiated IT contracts, you can skip this test.

**Is this a services contract?**

- If yes, do your own rules allow services to be negotiated?
- If your own rules allow for negotiated services, you can skip the remainder of the test.

**Are you using this as only one of multiple quotes, for a small purchase?**

- If yes, you can skip the remainder of the test. Your purchase will not mandate the sealed bid rules.

**Checklist for Required Compliance**

|  |   |                             |  |
|--|---|-----------------------------|--|
| Is the Host agency a public agency <sup>1</sup> ?  | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No | If Yes, what state laws apply to Host Agency: Minnesota  |
| Does the host agency have a requirement to run a newspaper ad in their local paper and did they comply | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No | Federal and State contract rules usually don't require a newspaper ad. For others, attach the ad or place into the file                  |
| Did they list on the public agency's website?  | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No | If Yes, state when and the address, and proof of date, address shall be attached or placed into the file. If No, you cannot use the bid. |
| Did the bid & award comply with the Host agency's state procurement laws?                              | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No | If Yes, obtain documentation to support answer from Host Agency. If No, you cannot use the bid.  |

<sup>1</sup> RCW 39.34.020 (1), "public agency" means any agency, political subdivision, or unit of local government of this state including, but not limited to, municipal corporations, quasi municipal corporations, special purpose districts, and local service districts; any agency of the state government; any agency of the United States; any Indian tribe recognized as such by the federal government; and any political subdivision of another state



## **Agenda Staff Report**

Agenda Item No.: Business Item 7B

Meeting Date: April 9, 2024

Subject: Adoption of a Resolution Certifying  
Emergency Situation and Waiving  
Procurement for Repair Work for Marina  
Pump Station Improvement Project

Prepared By: Denis Ryan  
Public Works Director

**Summary:** In 2020, the City identified the need for capacity and redundancy/reliability improvements at the Marina Pump Station, a key facility that receives all the City’s wastewater and pumps it to a joint-use wastewater treatment plan. The Public Works Staff then identified a scope of work to address these issues, referred to as the Marina Pump Station Improvement Project (the “Project”). On July 28, 2020, the City Council authorized design work for the Project by a design Consultant. On August 8, 2023, following a procurement process consistent with state law and the City’s Procurement Policies adopted by Resolution 073-23, as amended, the City executed Contract No. 059-23 with Stellar J Corporation for construction of the Project. Stellar J mobilized and construction commenced in Winter 2023.

During construction, the contractor removed soil as a part of the project and exposed a compromised portion of the eighteen-inch pressure sewer main that carries all of Port Orchard’s wastewater to the South Kitsap Water Reclamation Facility. In particular, the portion of main was found to lack proper restraint, which poses a significant risk to the infrastructure's integrity. The location of the thrust block left it vulnerable, especially considering the undermining potential from the shoring. Given the importance of this infrastructure to the city, and the imminent emergency posed by a lack of remediation, immediate action was necessary to address this issue. Reconstruction was imperative to ensure the main is appropriately constrained and can function as intended. Failure to act promptly could have resulted in severe consequences, including risks to public health, catastrophic sea wall failure, and severe environmental harm through the discharge of sewage into Puget Sound. Therefore, it was crucial to allocate resources and prioritize the reconstruction of this section of the sewer main. Swift action was required to mitigate the risks and prevent further complications. Further, the City, its contractor and its engineering consultants, worked closely with representatives from the Washington Department of Ecology and the Office of Wastewater Management for the U.S. Environmental Protection Agency to evaluate and determine that this situation constituted an emergency condition that warranted immediate action.

The estimate of the costs for the labor, equipment and materials necessary to perform the emergency work exceeded the Mayor's designated authority, and was not strictly within the scope of the existing contract for construction services with Stellar J. As the contractor was mobilized on site, staff reasonably concluded that the costs associated with having Stellar J perform the work were less than the cost to procure and mobilize a new contractor for this emergency repair work. Similarly, the emergency condition did not afford the time to procure and mobilize a new contractor for this work.

Pursuant to RCW 39.04.280, Port Orchard Municipal Code 2.80.210, and the City's Procurement Policies at Section 6.0,

*If an emergency situation has been declared, the Mayor may waive competitive bidding requirements and the City may award all necessary contracts to purchase goods, materials, or services to address the emergency situation. Purchase order(s) must be properly documented as pertaining to an emergency as soon as possible following the event. If a contract is awarded without competitive bidding due to a declared emergency, the City Council must adopt a resolution certifying the emergency situation existed no later than two weeks following the award of the contract.*

Consistent with these authorities and the reported emergency conditions, on March 29, 2024, the Mayor declared an emergency necessitating the waiver of procurement procedures for this emergency work to commence. The work commenced and was completed by Friday, April 5, 2024. The work performed included the following:

- Marina LS bypass pumping to remove thrust block and restrain 18" force main to get the Project back on critical path, including labor, equipment and materials to perform the following:
  - AA Drilling Service, install hot tap and line stop;
  - Installation of 18 inch gate valve;
  - Installation of 2 inch corp stop;
  - Installation of 18 inch plug valve plus 18" sleeves with MJ fittings and mega lugs;
  - Bypass pumping 3 Godwin pumps plus setup;
  - Mega lug 45 on 18 inch force main 18 inch MJ fittings and 18 inch sleeves; and
  - Suspension days for time to evaluate emergency condition (not worked 8 lots of equipment on site including crane)

Before the Council for adoption is a Resolution certifying the existence of the emergency condition as set forth in the Mayor's declaration of emergency, and ratifying the emergency purchases made to remediate the emergency condition. The estimated work prior to commencement was for four weeks of labor and waiting time for necessary equipment and materials; however, the contractor was able to complete the work in four (4) days. The City continues to negotiate the final terms of

Change Order No. 3, and it is estimated that Change Order No. 3 will not exceed \$300,000. Upon completion of Change Order No. 3, staff will present the finalized Change Order to the City Council.

**Recommendation:** Staff recommends the City Council adopt a Resolution certifying the emergency situation pertaining to the Marina Pump Station Improvement Project and authorizing and ratifying the Mayor execution of a change order to Contract No. C059-23 with Stellar J Corporation for emergency purchases in an amount not to exceed \$300,000 (applicable taxes included).

**Relationship to Comprehensive Plan:** Chapter 7 Utilities

**Motion for consideration:** I move to adopt a Resolution certifying the emergency situation pertaining to the Marina Pump Station Improvement, and ratifying all actions taken consistent with the emergency situation.

**Fiscal Impact:** Project funding is budgeted in the 2023-2024 Biennial Budget. The City received a Washington State Department of Ecology Loan in the amount of \$13M additional funding has been budgeted from Sewer Capital Projects and Sewer Operating. A Budget Amendment may be required.

**Alternatives:** Do not approve and provide further guidance.

**Attachments:** Resolution  
Exhibit A – Declaration of Local Emergency  
Courtesy Copy-Contract

**RESOLUTION NO. \_\_\_\_-24**

**A RESOLUTION OF THE CITY OF PORT ORCHARD, WASHINGTON, CERTIFYING EMERGENCY SITUATION AND ASSOCIATED WAIVER OF PROCUREMENT FOR MARINA PUMP STATION IMPROVEMENT PROJECT.**

**WHEREAS**, the City identified the need for capacity and redundancy/reliability improvements at the Marina Pump Station, a key facility that receives all the City's wastewater and pumps it to a joint-use wastewater treatment plant; and

**WHEREAS**, the City, with the assistance of consultants, designed the Marina Pump Station Improvement Project (the "Project") to address these needs, including necessary work to upgrade the essential wastewater pump station increase pumping capacity and add emergency wastewater storage that is necessary to prevent a catastrophic sea wall failure; and

**WHEREAS**, the City was successful in obtaining funding for the project through the U.S. Environmental Protection Agency's Clean Water State revolving Fund, a federal-state partnership that assists communities with water quality infrastructure projects; and

**WHEREAS**, following a sealed, competitive bidding process, the construction for the Project commenced in Winter 2023; and

**WHEREAS**, in March 2024, during construction of the Project, the City's contractor identified a compromised portion of a pre-existing eighteen-inch pressure sewer main that carries all of Port Orchard's wastewater to the South Kitsap Water Reclamation Facility; and

**WHEREAS**, the City, consulting engineer, and contractor, in consultation with the Washington State Department of Ecology and the Office of Wastewater Management for the U.S. Environmental Protection Agency, determined that, without immediate repair, the compromised main poses an imminent danger to public health and safety as a failure would create an environmental catastrophe as the wastewater would enter Puget Sound; and

**WHEREAS**, the necessary repair requires both additional unforeseen labor, as well as the purchase of additional materials, including but not limited to a tapping sleeve and hot tap, and the amount of the associated change order requires City Council approval pursuant to the City's Procurement Policies; and

**WHEREAS**, the use of the existing contractor, Stellar J, for this work is in the best interests of the City as the contractor is currently mobilized on site and able to make the necessary repairs via a change order to the Project's contract, allowing for this emergency to be timely addressed by a qualified contractor; and

**WHEREAS**, due to the danger posed by the deteriorated condition of the pipe, on March 29, 2024, the Mayor utilized the emergency purchasing power vested in the position of the Mayor pursuant to Port Orchard Municipal Code 2.80.210, RCW 39.04.280, and the City's Procurement Policies at Section 6.0, to waive competitive bidding requirements and execute the

necessary change order to purchase the materials and services necessary to address this emergency situation; and

**WHEREAS**, if a contract is awarded without competitive bidding due to a declared emergency, the City Council must adopt a resolution certifying the emergency situation existed no later than two weeks following the award of the contract; and

**WHEREAS**, the Mayor authorized the contractor to proceed and the work was completed during the week of April 1, 2024; and

**WHEREAS**, Council certifies that an emergency condition exists as set forth herein and now desires to ratify the Mayor's emergency acts as consistent with the aforementioned authority and necessary to redress this public health emergency; now, therefore,

**THE CITY COUNCIL OF THE CITY OF PORT ORCHARD, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:**

**THAT:** The recitals set forth above are hereby adopted and incorporated as findings in support of this Resolution.

**THAT:** The City Council hereby certifies the emergency proclamation attached hereto as Exhibit A, and authorizes and ratifies the waiver of applicable procurement requirements for the procurement of the goods, materials, and services to address the public health emergency described herein and the Mayor's execution of all documents necessary to effectuate this work, as consistent with the authority set out herein and necessary, in an amount not to exceed \$300,000.

**THAT:** The Council hereby ratifies and affirms any act consistent with the authority set herein and prior to the effective date of this Resolution.

**THAT:** This Resolution shall take full force and effect upon passage and signatures hereon.

PASSED by the City Council of the City of Port Orchard, SIGNED by the Mayor and attested by the City Clerk in authentication of such passage this 9<sup>th</sup> day of April 2024.

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Robert Putaansuu, Mayor

ATTEST:

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Brandy Wallace, MMC, City Clerk





**CITY OF PORT ORCHARD  
DECLARATION OF LOCAL EMERGENCY  
AND AUTHORIZATION FOR EMERGENCY PURCHASE**

**WHEREAS**, during construction of the Marina Pump Station Improvement Project (the “Project”), the City’s contractor identified a compromised portion of an existing eighteen-inch pressure sewer main that carries all of Port Orchard’s wastewater to the South Kitsap Water Reclamation Facility; and

**WHEREAS**, without immediate repair, the compromised main poses an imminent danger to public health and safety as a failure would create an environmental catastrophe as the wastewater would enter Puget Sound; and

**WHEREAS**, the City has moved quickly to assess the deficiencies and associated risk, as well as the necessary repairs and required materials and equipment; and

**WHEREAS**, the contractor for the Project is mobilized and able to make the necessary repairs via a change order to the Project’s contract, allowing for this emergency to be timely addressed by a qualified contractor;

**NOW, THEREFORE, IT IS DECLARED BY THE MAYOR OF THE CITY OF PORT ORCHARD** that an emergency condition exists because of the aforementioned conditions and, therefore:

**Section 1.** Pursuant to Port Orchard Municipal Code 2.80.210, RCW 39.04.280, and the City’s Procurement Policies and Procedures, I find that the above conditions constitute unforeseen circumstances beyond the control of the City that present a real, immediate threat to the proper performance of essential functions and will likely result in material loss or damage to property and the environment if immediate action is not taken.

**Section 2.** Consistent with this finding, I am executing the necessary change order for construction services and will submit this to the City Council for certification at the next regular Council Meeting.

**Section 3.** A copy of this shall be disseminated via the City’s regular means for official notices and shall be made available to the media and general public.

Issued by the Mayor of Port Orchard on this 29<sup>th</sup> day of March 2024.

DocuSigned by:  
*Rob Putaansuu*  
3B96492E3F5847D...  
Robert Putaansuu, Mayor

ATTEST:  
DocuSigned by:  
*Brandy Wallace*  
46A5A54BBD00418...  
Brandy Wallace, MMC, City Clerk



**1. CALL TO ORDER AND ROLL CALL**

Mayor Putaansuu called the meeting to order at 6:30 p.m.

Roll call was taken by the City Clerk as follows:

|                         |         |
|-------------------------|---------|
| Mayor Pro-Tem Chang     | Present |
| Councilmember Diener    | Absent  |
| Councilmember Fenton    | Present |
| Councilmember Morrissey | Present |
| Councilmember Rosapepe  | Present |
| Councilmember Trenary   | Present |
| Councilmember Worden    | Present |
| Mayor Putaansuu         | Present |

Staff present: Public Works Director Ryan, Finance Director Crocker, Deputy Police Chief Brandon, City Attorney Archer, City Clerk Wallace, and Deputy City Clerk Floyd.

Staff present via Zoom: Community Development Director Bond

The meeting streamed live on YouTube.

**A. PLEDGE OF ALLEGIANCE (Time Stamp 01:06)**

Mayor Putaansuu led the audience and Council in the Pledge of Allegiance.

**2. APPROVAL OF AGENDA (Time Stamp: 01:26)**

**MOTION:** By Councilmember Trenary, seconded by Councilmember Morrissey, to add the excusal of Councilmember Diener Due to Business Reasons to the Consent Agenda.

**The motion carried.**

**MOTION:** By Councilmember Chang, seconded by Councilmember Rosapepe, to add Kitsap County Affordable Housing Task Force under Discussion Items.

**The motion carried.**

**MOTION:** By Councilmember Rosapepe, seconded by Councilmember Trenary, to approve the agenda as amended.

**The motion carried.**

### **3. CITIZENS COMMENTS ON AGENDA ITEMS (Time Stamp 04:02)**

There were no citizen comments.

### **4. CONSENT AGENDA (Time Stamp: 04:25)**

- A.** Approval of Voucher Nos. 87476 through 87538 including bank drafts in the amount of \$897,398.65 and EFT's in the amount of \$198,943.95 totaling \$1,096,342.60.
- B.** Approval of Payroll Check Nos. 87469 through 87475 including bank drafts and EFT's in the amount of \$260,377.20 and Direct Deposits in the amount of \$268,209.77 totaling \$528,586.97.
- C.** Approval of Amendment No. 5 to Contract No. 053-19 with Terraphase Engineering, Inc. for the ESSB 6091 Foster Pilot Project Services
- D.** Approval of the March 12, 2024, City Council Regular Meeting Minutes
- E. NEW:** Excusal of Councilmember Diener Due to Work Reasons

**MOTION:** By Councilmember Morrissey, seconded by Councilmember Rosapepe, to approve the Consent Agenda as amended.

**The motion carried.**

### **5. PRESENTATION**

#### **A. Representative Derek Kilmer (Time Stamp 05:14)**

Representative Kilmer thanked the Mayor and Council for their leadership and provided an update on legislative items.

Mayor Putaansuu and Councilmembers Morrissey, Rosapepe, Chang, and Trenary thanked him for his service and support to the City and the community.

### **6. PUBLIC HEARING**

There were no public hearings.

### **7. BUSINESS ITEMS**

#### **A. Adoption of an Ordinance Delaying Effective Date for Updated Storm Drainage Service Charges and Capital Facilities Charges to June 1, 2024 (Time Stamp 15:16)**

**MOTION:** By Councilmember Rosapepe, seconded by Councilmember Trenary, to adopt an ordinance amending Ordinance No. 038-23 by delaying the effective date of the updated stormwater utility rates and charges to June 1, 2024.

**The motion carried.  
(Ordinance No. 004-24)**

## **8. DISCUSSION ITEMS (No Action to be Taken)**

### **A. Kitsap County Affordable Housing Task Force (Time Stamp 28:43)**

Tony Ives, Executive Director of Kitsap Community Resources, provided information on housing, funding, and the WA State Chamber of Commerce, noting there are two Commerce grants the City could apply for.

## **9. REPORTS OF COUNCIL COMMITTEES (Time Stamp 47:34)**

Councilmember Morrissey reported the Economic Development and Tourism Committee is scheduled to meet April 8<sup>th</sup>.

Councilmember Rosapepe reported on the March 12<sup>th</sup> Utilities Committee meeting. He also reported on the Sewer Advisory Committee and tour of the wastewater treatment plant, and the March 20<sup>th</sup> Land Use Committee meeting.

Councilmember Trenary reported on the March 19<sup>th</sup> Finance Committee meeting.

Mayor Putaansuu reported on the March 26<sup>th</sup> Transportation Committee meeting and the upcoming April 12<sup>th</sup> Council Retreat and topics.

Mayor, Council, and staff briefly discussed the Bay Street Pedestrian Pathway project, the Pottery Avenue Non-Motorized project, and the Comprehensive Plan Update.

## **10. REPORT OF THE MAYOR (Time Stamp: 1:14:26)**

The Mayor reported on:

- March 27<sup>th</sup> Kitsap Economic Development Alliance Annual Meeting and Economic Forecast.
- Association of Washington Cities Annual Conference in June.
- The City of Port Orchard has an opportunity to be an alternate on the Puget Sound Regional Council Economic Board. Councilmember Morrissey accepted this position.
- April 27<sup>th</sup> Community Clean Up Day.
- Naloxone training.

## **11. REPORT OF DEPARTMENT HEADS (Time Stamp 1:18:59)**

Public Works Director Ryan reported the NPDES Western Washington Stormwater permit has been submitted and an update on the Asset Management system.

City Clerk Wallace reported a broken link has been fixed on the City's website [the Bay Street Pedestrian Pathway page].

## **12. CITIZEN COMMENTS ON ANY ITEM (Time Stamp 1:20:33)**

Robert McGee voiced concerns with raising his hand during the Transportation Committee meeting and not being called on, comments made by the City regarding his property, and lack of communication with the City and the right-of-way agent.

At 7:53 p.m., Mayor Putaansuu noted the 3-minute timeline for someone providing testimony during Citizen Comments had passed.

**MOTION:** By Councilmember Chang, seconded by Councilmember Fenton, to allow Robert McGee to finish his testimony.

**The motion moved. Councilmember Rosapepe voted no.**

Robert McGee said he is disappointed with the way things are and does not like the adversarial relationship he has with the City. He does like the amenities that would be provided, but questions the process. All he wants is to have a respectful, meaningful conversation.

## **13. CITY COUNCIL GOOD OF THE ORDER (Time Stamp: 1:28:43)**

Councilmember Rosapepe reminded everyone Coffee with Council is April 6<sup>th</sup> and said don't forget to file your F-1 with the PDC [Public Disclosure Commission].

Councilmember Morrissey said the cruise lines are going back to the Port of Bremerton this year.

Councilmember Trenary reported Senator Murray's budget provided funding for \$1.755 million to the South Kitsap Helpline food distribution bank and was a judge for the new Fathoms O' Fun court who will be before the Council soon.

Councilmember Worden reported on a fundraiser he attended for the South Kitsap High School basketball coach who was shot on I-5 and on April 6<sup>th</sup>, the high school baseball team is playing at Cheney Stadium for 'Salute to the Troops'. There is no charge to attend the game.

## **14. EXECUTIVE SESSION**

At 8:02, Mayor Putaansuu recessed the meeting for a 15-minute executive session pursuant to RCW 42.30.110(1)(i) regarding proposed legal risks of a proposed action when public discussion may have adverse legal or financial consequences. City Attorney Archer, Finance Director Crocker and Public Works Director Ryan were invited to attend, and City Attorney Archer announced no action would be taken.

At 8:17 p.m., Mayor Putaansuu extended the executive session for an additional 5-minutes.

At 8:23 p.m., Mayor Putaansuu extended the executive session for an additional 5-minutes.

At 8:27 p.m., Mayor Putaansuu extended the executive session for an additional 5-minutes.

At 8:32 p.m., Mayor Putaansuu reconvened the meeting back into session.

## **15. ADJOURNMENT**

The meeting adjourned at 8:32 p.m. No other action was taken. Audio/Visual was successful.

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Brandy Wallace, MMC, City Clerk

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Robert Putaansuu, Mayor

# City of Port Orchard Parks Planning

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April 9, 2024

# Department Roles

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## Department of Community Development

The Comprehensive Plan

The Parks, Recreation, and Open Space  
(PROS) Plan (joint)

Grant Applications (joint)

Park Master Plans (joint)

Park Improvement Design and Permitting  
(joint)

## Department of Public Works

Park Operation and Maintenance

Project Bidding

Construction Management for Park Capital  
Improvements

The Parks, Recreation, and Open Space  
(PROS) Plan (joint)

Grant Applications (joint)

Park Master Plans (joint)

Park Improvements Design and Permit (joint)



# The Comprehensive Plan – Parks Element

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Update underway – Deadline  
December 31, 2024

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Serves as the foundation for the  
Parks Impact Fee program

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Draws from the Park,  
Recreation, and Open Space  
(PROS) Plan Adopted in 2022

# The Parks, Recreation, and Open Space Plan 2022 (PROS Plan)

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- Adopted into the Comprehensive Plan in 2022.
- Accepted and certified by the Washington State Recreation Conservation Office (RCO) and valid until February 2028 (6-year certification).
- The City will need to begin updating its PROS Plan again in 2026 to remain eligible for RCO grants.
- PROS Plan update will be a 2026/2027 budget item.
- RCO grants provide a 50% match for parks projects.
- Park impact fee calculation included in appendix to PROS Plan.

Port Orchard, Washington  
Parks, Recreation, & Open Space (PROS) Plan



January 31, 2022

# Park Impact Fees

- Current fee schedule adopted July 26, 2022, and increased on March 1 for CPI thereafter. March 1, 2024, table is shown:
- Fee schedule is based on persons per household data for building types from Office of Financial Management
- The fee is calculated based on levels of services and on project list in Appendix D to the PROS Plan
- Park impact fees may only be spent on capital projects that add parks capacity to the city. You can't use impact fees to maintain existing facilities.

| <b>PARK IMPACT FEES</b>                |            |
|--|------------|
| Single family residence                | \$6,251.61 |
| Duplex (each unit)                     | \$4,512.55 |
| Tri- or Four-plex (each unit)          | \$4,424.91 |
| Multi-plex (5 or more units, per each) | \$4,402.99 |
| ADU (accessory dwelling unit)          | \$2,201.50 |
| New Manufactured Home                  | \$5,217.17 |

# Parks Projects – Near Term

- Port Orchard Community Event Center
  - Library and Community Event Center Building
  - Waterfront Plaza Shoreline Restoration and Enhancement Project
  - Orchard Street Plaza
  - Port Street Plaza
- Givens Park Sport Court Remodel
- McCormick Village Phase 3
- McCormick West Trail Phase 1: McCormick Village Drive Multi-Modal Pathway
- McCormick West Trail Phase 2: Telford Way Multi-Modal Pathway
- Sherman Avenue Stormwater Park

# Park Grants Received

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- Waterfront Plaza Shoreline Restoration and Enhancement Project
  - RCO ALEA funds: \$500,000
- Givens Park Sport Court Remodel
  - RCO Youth Athletic Facilities: \$176,400
  - Rotary Club: \$100,000 (target for fundraising)
- Community Event Center
  - Public Facilities District Funding
- Bay Street Pedestrian Pathway
  - Federal Funding

# Park Grant Applications

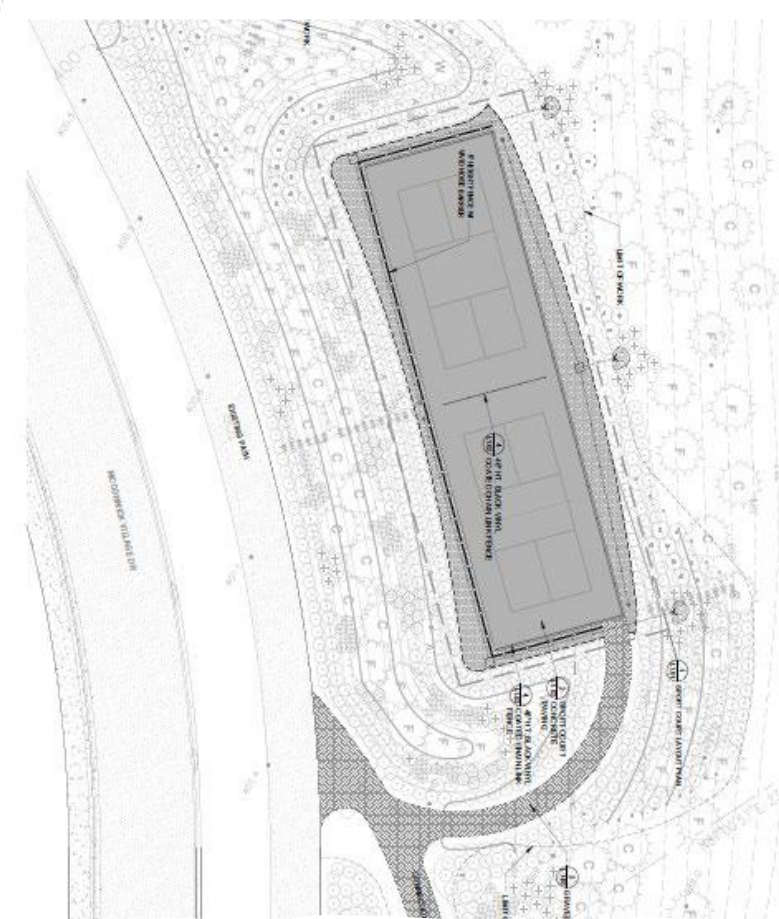
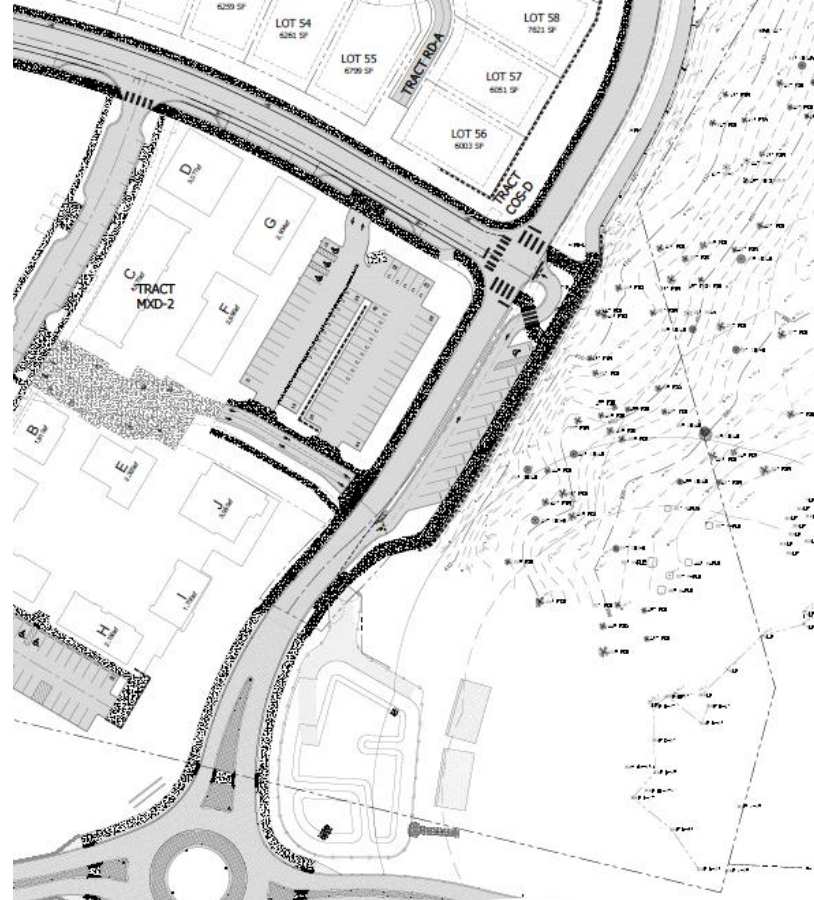
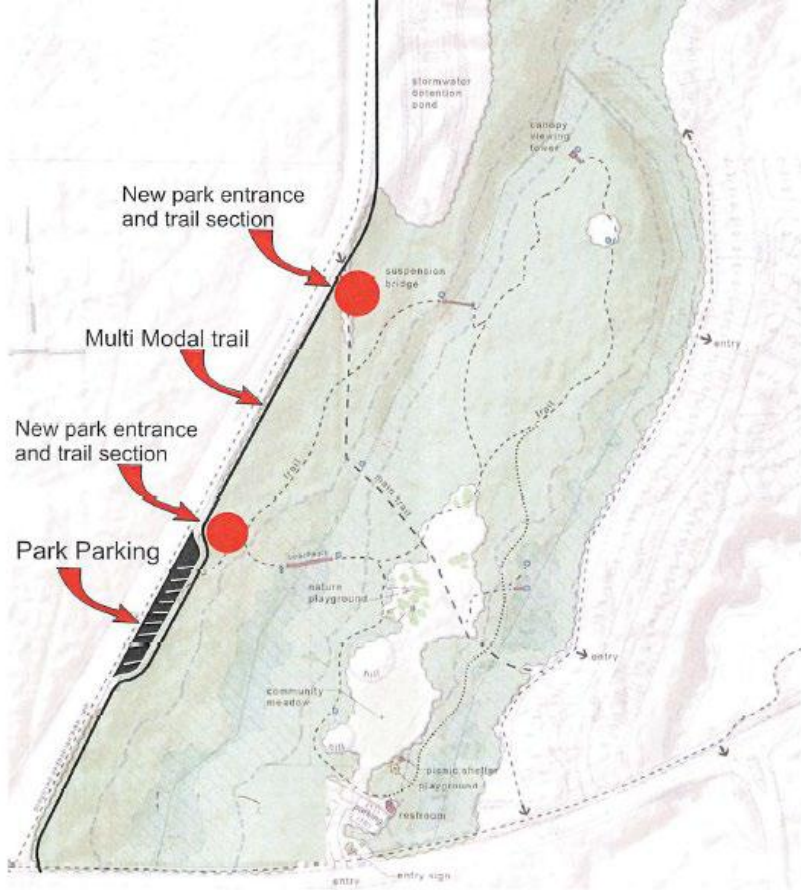
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- 2024
  - WWRP Water Access Grant – Orchard Street Plaza
    - Funding Requested \$500,000
    - Application Due May 1<sup>st</sup>
  - RCO Park Maintenance Grant - Marina Park
    - Port of Bremerton is Lead
    - Letter of Support Requested from Port Orchard
- 2026
  - Sherman Avenue Stormwater Park
  - Givens Park?
  - Ruby Creek Park?

# Parks Impact Fee Credit Agreements

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- McCormick Park Agreement: Contract C110-22
  - Previous Credit for dedication of land used for McCormick Village Park: \$643,743.00
  - New Credit for the following projects:
    - McCormick Village Park Phase 3: \$1,250,000
    - St. Andrews Multi-Modal Trail: \$979,012
    - McCormick West Multi-Modal Trail Phase 1: \$1,468,518
    - McCormick West Multi-Modal Trail Phase 2: \$979,012
- Sidney Road Apartments (Haven) Development Agreement: Contract C076-21
  - Dedication of land along Ruby Creek for Ruby Creek Regional Park in exchange for park impact fee credit: \$126,144



# McCormick Village Park Phase 3

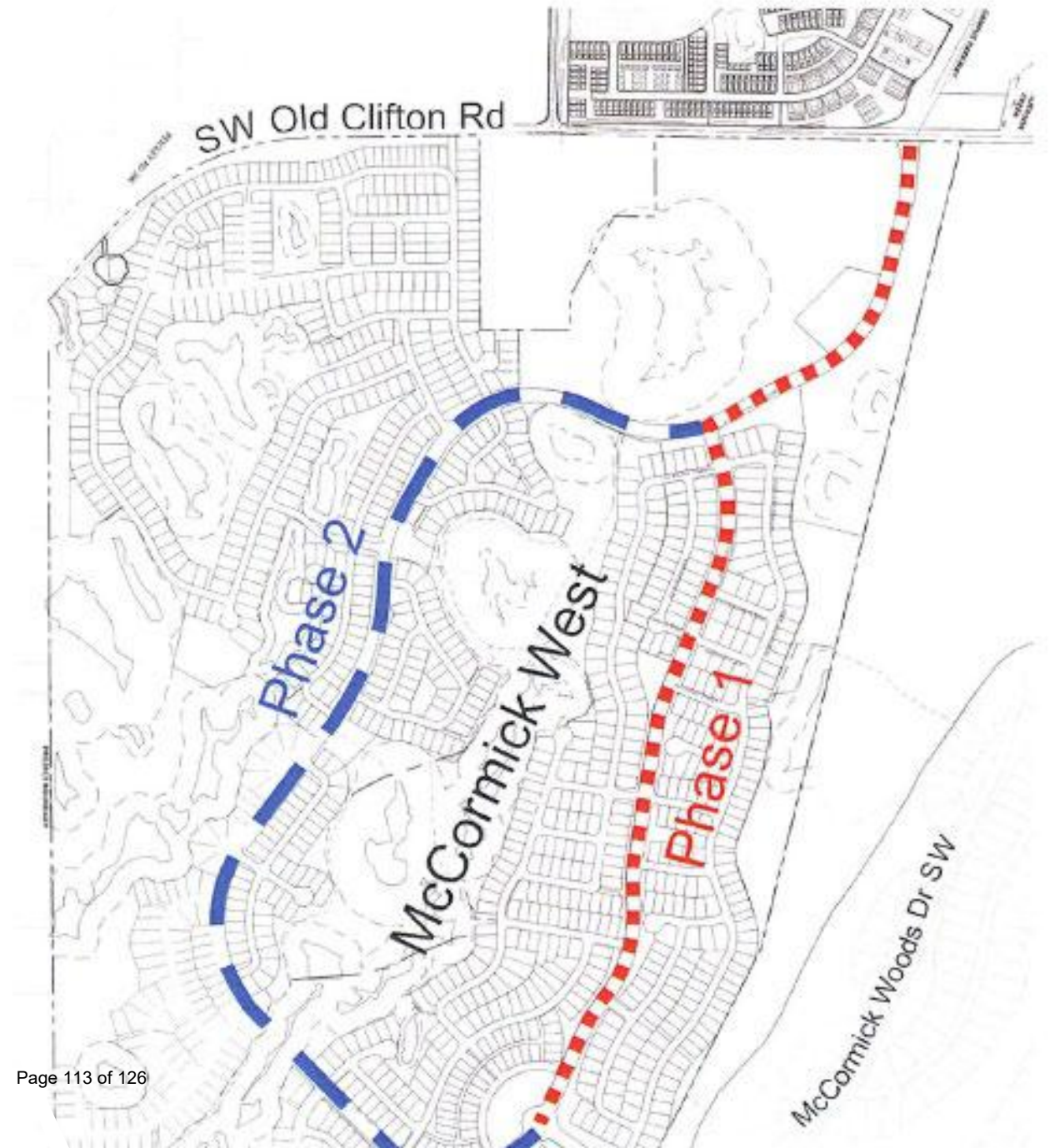
- Contract C110-22
- Impact fee credits in exchange for construction east park entrances and amenities
- Parking, Trail Heads, Trail, Pickleball Courts, Signage, and Landscaping
- Maximum Credit: \$1,250,000



# McCormick West Multi-Modal Trails

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- Contract C110-22
- Impact Fee Credits in Exchange for Construction of Trail



# St. Andrews Multi-Modal Pathway

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- Contract C110-22
- Impact Fee Credits in Exchange for Construction of Trail



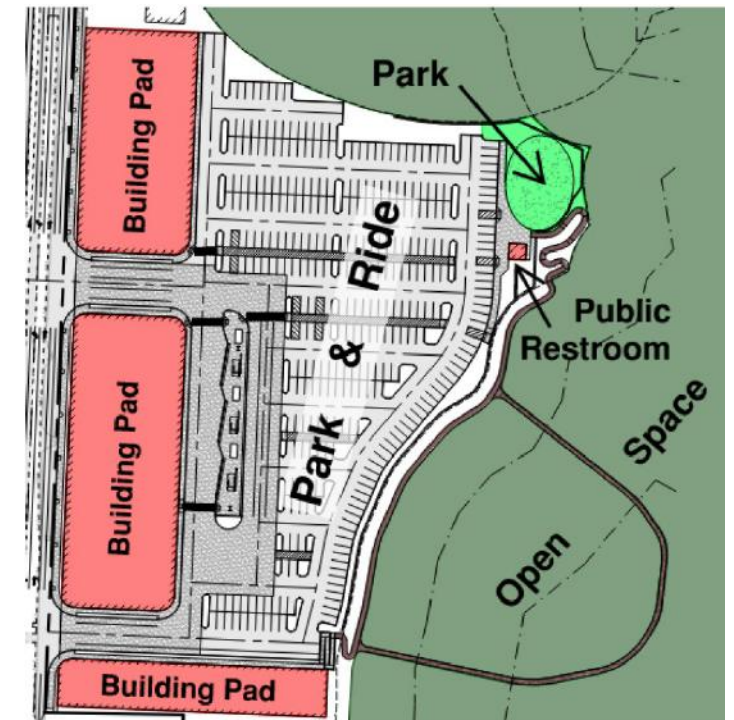
New St Andrews extension with multi modal trail



# Sidney Road Apartments – Park Dedication

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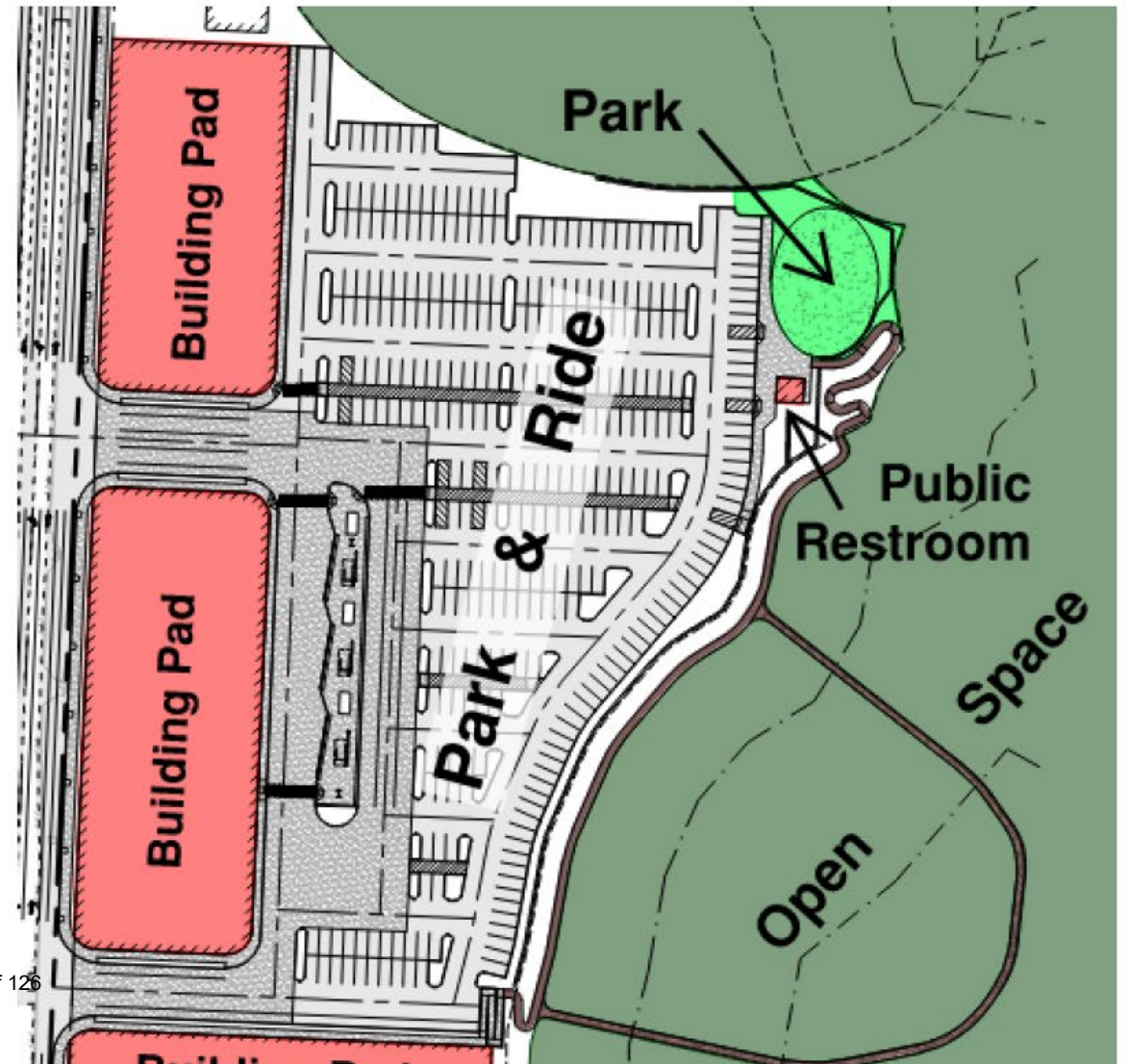
- Contract C076-21
- Developer will pay impact fee or dedicate land.
- This property will form part of a Ruby Creek Regional Park.
- Parcel to be dedicated highlighted in green in the aerial photo.



# Parks Projects – Long Term

- Ruby Creek Regional Park
- Johnson Creek Estuary
- Etta Turner Park Expansion
- Mitchell Point (West Bay Waterfront)
- Bay Street Pedestrian Pathway
- New Park Site Acquisition (3 Parks needed in East Port Orchard)
- St. Andrews Multimodal Trail
- Ross Point/Creek
- Givens Park Rehabilitation and Enhancement
- Clayton Park
- Various multimodal pathway projects to implement non-motorized plan
- Other miscellaneous park property acquisitions to maintain LOS for facilities

# Ruby Creek Regional Park



# Johnson Creek Estuary

- WSDOT Culvert Replacement – Grant Funding Secured
- Site Acquisition – WSDOT Funding Secured
- Roundabout at Port Orchard BLVD
- Estuary Restoration Project and Park Improvements



# Etta Turner Park Expansion

- Blackjack Creek Estuary Enhancement
- Expand park on west side of creek as part of redevelopment.



# Mitchell Point (Westbay Center)

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Create Waterfront Park as part of redevelopment along Bay Street Pedestrian Pathway.







## **Agenda Staff Report**

Agenda Item No.: Discussion Item 8B

Meeting Date: April 9, 2024

Subject: 2023 Annual Impact Fee Report

Prepared By: Nick Bond, AICP  
DCD Director

**Summary:** Pursuant to POMC 20.182.130 (5), the South Kitsap School District and the Director of the Department of Community Development are to provide an annual report on the impact fee accounts showing the source and amount of all monies collected, earned or received and system improvements that were financed in whole or in part by impact fees. Pursuant to the Interlocal Agreement (035-22) between Port Orchard and the South Kitsap School District, the District has transmitted its annual impact fee report to the City. The District and City's required reports are attached to this staff report for City Council review.

**Recommendation:** Review the annual impact fee reports.

**Relationship to Comprehensive Plan:** Impact fees are authorized in the Growth Management Act and are based on projects identified in the City's Comprehensive Plan.

**Motion for consideration:** N/A

**Fiscal Impact:** N/A

**Alternatives:** None

**Attachments:** Impact Fee Report from the Director of Community Development, Impact Fee Report from South Kitsap School District



Date: March 6, 2024

To: Nick Bond, City of Port Orchard

From: Monica Hunsaker, Assistant Superintendent

**Re: 2023 Impact Fee Annual Report**

The purpose of this memo is to provide an annual report to the City of Port Orchard to comply with Port Orchard municipal code section 20.182.130 (5) regarding the Impact Fee revenues and expenditures of the South Kitsap School District.

**Background:** School impact fees are assessed against all residential development and the fee amount is based on housing type. Impact fees are spent within a 6-10 year period of being collected for projects that align with our school district capital plan.

**Financial Overview:** The following table represents the revenue and expense activity for Calendar Year 2023 and previous Year. In addition to city impact fees, South Kitsap School District collects County impact fees. The table below breaks out these revenues since they are tracked separately within our financial system:

|                           | 2022                   | 2023                   |
|---------------------------|------------------------|------------------------|
| Balance Carryforward      | \$ 1,274,943.36        | \$ 1,673,582.14        |
| City Impact Fee Revenue   | \$ 433,454.10          | \$ 550,286.54          |
| County Impact Fee Revenue | \$ 236,407.02          | \$ 272,967.55          |
| Expenditures              | (\$ 271,222.34)        | (\$1,484,417.77)       |
| <b>Impact Fee Balance</b> | <b>\$ 1,673,582.14</b> | <b>\$ 1,012,418.46</b> |

The above fee revenue and expenditures are based on a calendar year. South Kitsap School District has a fiscal that starts on September 1<sup>st</sup> and ends on August 31<sup>st</sup>.

South Kitsap has a capital plan that was last updated in the Spring of 2023. This plan is contingent about a revenue source, some of that source is impact fees. Impact fees are expended for projects identified within our capital plan but also for expenses pursuant to county code 4.110.100 for county impact fees.

In 2022, expenditures were limited to debt repayment for our stadium project at South Kitsap High School. In 2023, expenditures are for work at Marcus Whitman Middle school which includes track modifications/enhancement.



# Memorandum

**To:** The City Council  
**From:** Nicholas Bond AICP, DCD Director  
**Date:** April 09, 2024  
**Re:** 2023 Impact Fee Annual Report (Per POMC 16.70.130 E)

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Port Orchard Municipal Code Section 20.182.130 (5) requires the DCD Director and the South Kitsap School District to provide an annual report on the collection of park, transportation, and school impact fees. This memo is written to satisfy the reporting requirement for the City’s park and transportation impact fees. The School District’s report is to be provided separately pursuant to the Interlocal Agreement (C035-22) between the District and the City concerning the collection of school impact fees.

**Park Impact Fee:**

Background: Park impact fees are assessed against all residential development and the fee amount is based on housing type. Impact fees are intended to be spent within a 10-year period of being collected for appropriate projects.

10-Year Tracking: The city tracks the total amount of park impact fee revenue collected each year and when those revenues were spent on park eligible projects. As of the end of 2023, the City has expended all revenues collected from 2012-2022. See the below table for current revenue received eligible for projects by fiscal year. Pursuant to RCW 82.02.070 (3) impact fees must be spent within 10 years of collection. The table below demonstrates \$1.945 million must be spent by 2033

| Tracking                                     | 2019     | 2020      | 2021      | 2022      | 2023             |
|--|----------|-----------|-----------|-----------|------------------|
| Revenues                                     | 79,059   | 173,546   | 248,995   | 373,215   | 2,119,842        |
| Applied Expenses                             | (79,059) | (173,546) | (248,995) | (373,215) | (174,750)        |
| Balance Available to Spend By Year Collected | -        | -         | -         | -         | <b>1,945,092</b> |

2023 Financial Overview: On January 1, 2023, there was a parks impact fee balance of \$808,518. Revenue received during the year included park impact fees of \$2,046,801 and interest of \$73,042 for a total revenue received of \$2,119,842. Park impact fees were used to pay towards the McCormick Village Park Splash Pad Retrofit Project in 2023 in the amount of \$774,747, Community Events Center of \$142,325 and the Orchard Street Plaza for \$66,196 leaving an ending balance of **\$1,872,050**.

The follow table represents the revenue and expense activity:

| <b>Parks Impact Fee</b> | <b>2021</b>    | <b>2022</b>    | <b>2023</b>      |
|-------------------------|----------------|----------------|------------------|
| Beginning Balance       | 255,009        | 472,322        | 808,518          |
| Revenue                 | 248,244        | 362,607        | 2,046,801        |
| Interest                | 751            | 10,608         | 73,042           |
| Expenses                | (31,682)       | (37,019)       | (983,269)        |
| Ending Balance          | <b>472,322</b> | <b>808,518</b> | <b>1,945,092</b> |

### Park Impact Fee Detail History

| Parks Impact Fees - Projects                           | City Expenses Paid |            |            | Developer      | Developer      | DA Maximum   | Remaining    |
|--|--------------------|------------|------------|----------------|----------------|--------------|--------------|
|  | 2012-2018          | 2019-2022  | 2023       | Credits Issued | Credits Issued |              |              |
|  |                    |            |            | FY 2022        | FY 2023        |              |              |
| MW Parks Impact Fee's- McCormick Village Park          | \$ 622,011         |            |            |                |                |              |              |
| McCormick Village Park                                 | \$ 368,700         | \$ -       |            |                |                |              |              |
| McCormick Village Splash Pad                           | \$ -               | \$ 110,743 | \$ 774,747 |                |                |              |              |
| Community Events Center                                |                    |            | \$ 142,325 |                |                |              |              |
| Orchard Street Plaza                                   |                    |            | \$ 66,196  |                |                |              |              |
| McCormick Village Park Lump Sum per KC/PO IIA: C110-22 |                    |            |            | \$ 22,088      | \$ 273,088     | \$ 643,743   | \$ 348,567   |
| McCormick Village Phase 3: C110-22                     |                    |            |            |                |                | \$ 1,250,000 | \$ 1,250,000 |
| St. Andrews Multit-Modal Trail: C110-22                |                    |            |            |                |                | \$ 979,012   | \$ 979,012   |
| McCormick West Multit-Modal Trail PH 1: C110-22        |                    |            |            |                |                | \$ 1,468,518 | \$ 1,468,518 |
| McCormick West Multit-Modal Trail PH 2: C110-22        |                    |            |            |                |                | \$ 979,012   | \$ 979,012   |
| Ruby Creek Regional Park (PK4)-Ord. 034-21: C076       |                    |            |            |                |                |              |              |
| 21: Haven Apartments                                   |                    |            |            |                |                | \$ 126,144   | \$ 126,144   |
| <b>Total</b>   | \$ 990,711         | \$ 110,743 | \$ 983,269 | \$ 22,088      | \$ 273,088     | \$ 5,446,429 | \$ 5,151,253 |

### Transportation Impact Fee:

**Background:** Prior to 2021, the City had two separate areas for the collection of impact fees due to the 2005 development agreement for transportation between the Kitsap County (assumed by Port Orchard) and McCormick Communities. In 2015, the City adopted transportation impact fees (effective January 1, 2026) for all areas of the City other than the areas of McCormick woods governed by the 2005 agreement. In 2021, the City approved Ordinance 007-21 and a new Development Agreement for Transportation between the City and McCormick Communities (C035-21). These two actions consolidated the City into a single transportation impact fee assessment area and provided for the combination of McCormick specific transportation impact fees and the non-McCormick specific impact funds. However, pursuant to the 2005 and 2021 development agreements for transportation, the McCormick specific impact fees that had been collected are not subject to RCW 82.02.070 requiring that the funds be spent within 10 years. As such, these funds are and will continue to be tracked and accounted for separately in annual reports until the funds have been spent in full.

Since Ordinance 007-21 took effect, transportation impact fees are assessed against all new development in the city and are based on the peak PM trip generation of a project. Impact Fees, other than those collected pursuant to the 2005 McCormick development agreement for transportation, are intended to be spent within a 10-year period of being collected for appropriate projects.

10-Year Tracking (non-McCormick Woods Transportation Impact Fees): The city tracks the total amount of transportation impact fee revenue collected each year and when those revenues were spent on eligible projects. As of the end of 2023, the City has expended all revenues collected from 2016-2019. See the below table for current revenue received eligible for projects by fiscal year. Pursuant to RCW 82.02.070 (3) impact fees must be spent within 10 years of collection. The table below demonstrates \$44,269 must be spent by 2030, \$1,205,887 by 2031, \$1,845,686 by 2032 and, \$2,317,602 by 2033

| 10-Year Tracking                             | 2020          | 2021             | 2022             | 2023             |
|--|---------------|------------------|------------------|------------------|
| Revenues                                     | 498,544       | 1,205,887        | 1,845,686        | 2,317,602        |
| Applied Expenses                             | (454,275)     | -                | -                | -                |
| Balance Available to Spend By Year Collected | <b>44,269</b> | <b>1,205,887</b> | <b>1,845,686</b> | <b>2,317,602</b> |

2023 Financial Overview (Non-McCormick Transportation Impact Fees): On January 1, 2023 there was a balance of \$3,472,431. Revenue received during the year included impact fees of \$2,115,701 and interest of \$201,901 for a total of \$2,317,602 in transportation impact fee revenue. Transportation impact fees were used as follows:

- 1) TIP 1.7 Bethel-Lincoln Corridor project (TIF 2.04E): \$306,893
- 2) TIP 1.14 Sidney Road Non- Motorized (TIF 2.05): \$221
- 3) TIP 1.15 Pottery Ave Non- Motorized (TIF 2.14): \$69,475

The total expenses paid for 2023 was \$376,588. Transportation impact fees ended the year with a balance of **\$5,413,445**.

The follow table represents the revenue and expense activity:

| Transportation Impact Fee | 2020           | 2021             | 2022             | 2023             |
|---------------------------|----------------|------------------|------------------|------------------|
| Beginning Balance         | 702,981        | 944,142          | 1,731,882        | 3,472,431        |
| Revenue                   | 492,001        | 1,203,166        | 1,800,222        | 2,115,701        |
| Interest                  | 6,543          | 2,721            | 45,464           | 201,901          |
| Expenses                  | (257,383)      | (418,147)        | (105,138)        | (376,588)        |
| Ending Balance            | <b>944,142</b> | <b>1,731,882</b> | <b>3,472,431</b> | <b>5,413,445</b> |

2023 Financial Overview (McCormick Transportation Impact Fees): In the following table, McCormick Woods impact fees are accounted for separately from the citywide transportation impact fees. Pursuant to a 2021 Development Agreement for Transportation (035-21), these funds may be spent on any eligible impact fee project. On January 1, 2023 there was a balance of \$691,644 for McCormick Woods Transportation Fees. The City no longer collects McCormick specific transportation impact fees. Revenue received during the year included interest of \$28,178. In 2023 McCormick Woods impact fees in the amount of \$111,871 were used to reimburse McCormick Land Co. (as assigned) for previously constructed improvements pursuant to the 2005 Development Agreement for Transportation between McCormick Communities LLC and the City. Additionally, \$188,484 was used to for TIP 1.18 Salmonberry Round About designs. The total expenses paid for 2023 was \$300,356. The result of these activities is an ending balance of **\$419,466**

The follow table represents the revenue and expense activity:

| MW Transportation Impact Fee | 2021     | 2022      | 2023      |
|------------------------------|----------|-----------|-----------|
| Beginning Balance            | 785,820  | 788,899   | 691,644   |
| Revenue                      | 29,244   | -         | -         |
| Interest                     | 1,946    | 11,232    | 28,178    |
| Expenses                     | (28,111) | (108,487) | (300,356) |
| Ending Balance               | 788,899  | 691,644   | 419,466   |

**Restated Transportation Impact Fees:**

In 2021 the McCormick Woods Transportation Impact Fees were merged with the City transportation fee through a new agreement (C035-21). The following table restates the combined transportation impact fee balances for 2021,2022 and 2023.

| Transportation Impact |           |           |           |
|-----------------------|-----------|-----------|-----------|
|                       | 2021*     | 2022*     | 2023*     |
| Beginning Balance     | 1,729,962 | 2,520,781 | 4,164,074 |
| Revenue               | 1,237,077 | 1,856,918 | 2,345,780 |
| Expenditure           | (446,258) | (213,625) | (676,944) |
| Ending Balance        | 2,520,781 | 4,164,074 | 5,832,910 |

\*2021,2022,2023 Re-stated to reflect New McCormick Agreement

**Transportation Impact Fee Detail History**

| 2021 Project Description                                   | TIF      | 2021 TIF Growth Share (Adjusted for Annual Inflation) | City Expenses Paid |                     |                   | Developer Credits FY 2021 | Developer Credits issued FY 2022 | Developer Credits issued FY 2023 | Growth Share Remaining | Certified Project Cost | DA Allowed Maximum Credit | Remaining Available Credits |                     |
|--|----------|---|--------------------|---------------------|-------------------|---------------------------|----------------------------------|----------------------------------|------------------------|------------------------|---------------------------|-----------------------------|---------------------|
|  |          |   | 2008-2015          | 2016-2021           | 2022              |                           |                                  |                                  |                        |                        |                           |                             | 2023                |
| Glenwood Connector Roadway (C035-21)                       | DA       | \$ 2,225,432  | \$ 391,612         | \$ 291,228          | \$ 103,640        | \$ 111,872                |                                  |                                  | \$ 1,225,471           | \$ 2,123,823           |                           | \$ -                        |                     |
| Tremont St Widening CN Phase                               | 1.1      | \$ 2,060,367  |                    | \$ 47,000           |                   |                           |                                  |                                  | \$ 2,013,367           |                        |                           | \$ -                        |                     |
| Bethel/Sedgwick Corridor Ph. 1 Design                      | 1.3      | \$ 326,570  |                    |                     |                   |                           |                                  |                                  | \$ 326,570             |                        |                           | \$ -                        |                     |
| Old Clifton Rd/Anderson Hill Rd Roundabout                 | 1.4      | \$ 874,719  |                    | \$ 147,685          |                   |                           |                                  |                                  | \$ 727,034             |                        |                           | \$ -                        |                     |
| Old Clifton Rd Design - 60%                                | 1.5A     | \$ 625,346  |                    | \$ 4,847            |                   |                           |                                  |                                  | \$ 620,499             |                        |                           | \$ -                        |                     |
| Old Clifton Rd/Campus Pkwy Roundabout (C035-21)            | DA-1.5C  | \$ 1,780,346  |                    |                     |                   | \$ 81,360                 | \$ 144,849                       | \$ 155,205                       | \$ 1,320,636           | \$ 1,702,051           | \$ 1,702,051              | \$ 1,320,636                |                     |
| Vallair Ct Connector                                       | 1.7      | \$ 107,596  |                    |                     |                   |                           |                                  |                                  | \$ 107,596             |                        |                           | \$ -                        |                     |
| Sidney Ave (N) Widening                                    | 2.01     | \$ 3,498,873  |                    |                     |                   |                           |                                  |                                  | \$ 3,498,873           |                        |                           | \$ -                        |                     |
| Sedgwick Rd West Design/ROW                                | 2.02     | \$ 803,381  |                    |                     |                   |                           |                                  |                                  | \$ 803,381             |                        |                           | \$ -                        |                     |
| Sedgwick Rd West Construction                              | 2.03     | \$ 2,409,586  |                    |                     |                   |                           |                                  |                                  | \$ 2,409,586           |                        |                           | \$ -                        |                     |
| Bethel/Sedgwick Corridor Ph. 1 ROW/Construction            | 2.04A    | \$ 1,663,342  |                    |                     | \$ 188,484        |                           |                                  |                                  | \$ 1,474,858           |                        |                           | \$ -                        |                     |
| Bethel/Sedgwick Corridor Ph. 1 ROW/Construction- (C039-23) | DA-2.04A | \$ 272,888  |                    |                     |                   |                           |                                  |                                  | \$ 272,888             | \$ 245,245             | \$ 245,245                | \$ 245,245                  |                     |
| Bethel/Sedgwick Corridor Ph. 2                             | 2.04B    | \$ 1,629,357  |                    |                     |                   |                           |                                  |                                  | \$ 1,629,357           |                        |                           | \$ -                        |                     |
| Bethel/Sedgwick Corridor Ph. 3                             | 2.04C    | \$ 108,797  |                    |                     |                   |                           |                                  |                                  | \$ 108,797             |                        |                           | \$ -                        |                     |
| Bethel/Sedgwick Corridor Ph. 4                             | 2.04D    | \$ 2,301,069  |                    |                     |                   |                           |                                  |                                  | \$ 2,301,069           |                        |                           | \$ -                        |                     |
| Bethel/Sedgwick Corridor Ph. 5                             | 2.04E    | \$ 6,152,763  | \$ 602,384         | \$ 96,089           | \$ 306,893        |                           |                                  |                                  | \$ 5,147,397           |                        |                           | \$ -                        |                     |
| Sidney Rd (S) Widening                                     | 2.05     | \$ 2,011,365  |                    |                     |                   | \$ 221                    |                                  |                                  | \$ 2,064,099           |                        |                           | \$ -                        |                     |
| Sidney Rd (S) Widening (C076-21)                           | DA-2.05  | \$ 522,754  |                    |                     |                   |                           | \$ 469,800                       |                                  | \$ -                   | \$ 580,085             | \$ 469,800                | \$ -                        |                     |
| Sidney Rd (S) Widening (C070-22)                           | DA-2.05  | \$ 351,561  |                    |                     |                   |                           |                                  |                                  | \$ 351,561             |                        | \$ 315,949                | \$ 315,949                  |                     |
| Pottery Ave (N) Widening                                   | 2.06     | \$ 308,779  |                    |                     |                   |                           |                                  |                                  | \$ 308,779             |                        |                           | \$ -                        |                     |
| Old Clifton Rd Shoulder & Ped Improvements                 | 2.07     | \$ 1,876,039  | \$ 86,630          |                     |                   |                           |                                  |                                  | \$ 1,789,409           |                        |                           | \$ -                        |                     |
| Old Clifton Rd/McCormick Woods Dr Roundabout (C035-21)     | DA-2.08  | \$ 1,780,346  |                    |                     |                   |                           |                                  |                                  | \$ 1,780,346           |                        |                           | \$ -                        |                     |
| Melcher St Widening  | 2.09     | \$ 28,128   |                    |                     |                   |                           |                                  |                                  | \$ 28,128              |                        |                           | \$ -                        |                     |
| Fireweed Rd Widening                                       | 2.1      | \$ 13,019   |                    |                     |                   |                           |                                  |                                  | \$ 13,019              |                        |                           | \$ -                        |                     |
| Sherman Ave Widening                                       | 2.12     | \$ 18,249   |                    |                     |                   |                           |                                  |                                  | \$ 18,249              |                        |                           | \$ -                        |                     |
| Tremont St Widening Ph. 2- PO Blvd                         | 2.13     | \$ 5,944,129  |                    |                     |                   |                           |                                  |                                  | \$ 5,944,129           |                        |                           | \$ -                        |                     |
| Pottery Ave (S) Widening                                   | 2.14     | \$ 461,910  |                    | \$ 9,049            | \$ 69,475         |                           |                                  |                                  | \$ 383,386             |                        |                           | \$ -                        |                     |
| Blueberry Rd Widening                                      | 2.16     | \$ 89,594   |                    |                     |                   |                           |                                  |                                  | \$ 89,594              |                        |                           | \$ -                        |                     |
| Geiger Rd Widening   | 2.17     | \$ 13,019   |                    |                     |                   |                           |                                  |                                  | \$ 13,019              |                        |                           | \$ -                        |                     |
| Salmonberry Rd Widening                                    | 2.18     | \$ 32,050   |                    |                     |                   |                           |                                  |                                  | \$ 32,050              |                        |                           | \$ -                        |                     |
| Piperberry Way Extension                                   | 2.19     | \$ 28,558   |                    |                     |                   |                           |                                  |                                  | \$ 28,558              |                        |                           | \$ -                        |                     |
| Old Clifton Rd/Feigley Rd Roundabout                       | 2.21     | \$ 34,661   |                    |                     |                   |                           |                                  |                                  | \$ 34,661              |                        |                           | \$ -                        |                     |
| DA Feigley Rd Improvements*                                | DA       | \$ 85,094   | 76,474             |                     |                   |                           |                                  |                                  | \$ -                   | \$ 76,474              | \$ -                      | \$ -                        |                     |
| <b>Totals</b>  |          | <b>\$ 40,439,686</b>                                  | <b>\$ 468,086</b>  | <b>\$ 1,174,927</b> | <b>\$ 213,625</b> | <b>\$ 676,945</b>         | <b>\$ 81,360</b>                 | <b>\$ 614,649</b>                | <b>\$ 155,205</b>      | <b>\$ 36,866,365</b>   | <b>\$ 4,482,432</b>       | <b>\$ 2,733,045</b>         | <b>\$ 1,881,830</b> |