



**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  
May 14, 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/82434959861>

**Zoom Meeting ID:** 824 3495 9861

**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. Adoption of a Resolution Declaring Certain Personal Property as Surplus and Authorizing its Disposition Thereof (Wallace) Page 4
- D. Approval of Amendment No. 4 to Contract No. 029-21 with Skillings, Inc. for the Bethel & Lincoln Intersection Roundabout Design and Right of Way Phase Project (Ryan) Page 10
- E. Approval of Special Event Street Closure: Port Orchard Night Markets (Wallace) Page 49
- F. Approval of Special Event Street Closure: South Kitsap 2024 Graduation Cruise (Wallace) Page 62

- G. Approval to Accept a Special Event Application and Waive the Submittal Timeline: Port Orchard Mosquito Fleet Fest (Wallace) Page 79
- H. Approval of an Agreement with Kitsap County for the Placement of NEST Kits within City Facilities (M. Brown) Page 92
- I. Approval of the April 9, 2024, City Council Regular Meeting Minutes Page 99

## 5. PRESENTATION

- A. Basin 7 (Ruby Creek) Sewer Presentation (Bond) Page 104

## 6. PUBLIC HEARING

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

## 7. BUSINESS ITEMS

- A. Adoption of an Ordinance Amending POMC Title 20.200, Construction Code, to Reflect Updates to the State Building Code (Bond) Page 121
- B. Adoption of a Resolution Approving a Contract with Stripe Rite, Inc. for the 2024 Thermoplastic Application (Ryan) Page 153
- C. Adoption of a Resolution Approving a Commercial Electric Facilities Contract with Puget Sound Energy for the McCormick Woods Well 11 Site (Ryan) Page 193
- D. Approval of an MOU with the Port Orchard Rotary Club for Funding Related to Given's Park (Bond) Page 202
- E. Adoption of a Resolution Approving a Contract with Transportation Solutions, Inc. for a Transportation Impact Fee Study and Rate Schedule Update Project (Bond) Page 206
- F. Approval of the April 16, 2024, City Council Work Study Minutes Page 235

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

- A. City Council's Guiding Principles (Mayor)

## 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.)*

<b>STANDING COMMITTEE</b>	<b>Date &amp; Time</b>	<b>Location</b>
<b>Economic Development and Tourism</b>	May 13, 2024; 9:30am – 2 <sup>nd</sup> Monday of the month	Remote Access
<b>Utilities</b>	May 14, 2024; 5:00pm – 2 <sup>nd</sup> Tuesday of the month	Remote Access
<b>Sewer Advisory</b>	June 11, 2024; 3:00pm	WSUD
<b>Finance</b>	May 21, 2024; 4:00pm – 3 <sup>rd</sup> Tuesday of the month	Remote Access
<b>Transportation</b>	May 28, 2024; 4:30pm- 4 <sup>th</sup> Tuesday of the month	Remote Access
<b>Land Use</b>	May 22, 2024; 4:30pm – 3 <sup>rd</sup> Wednesday of the month	Remote Access
<b>Lodging Tax Advisory</b>	TBD 2024	Remote Access
<b>Outside Agency Committees</b>	Varies	Varies

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.**

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

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

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

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

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

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

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

**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**

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

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

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



## Agenda Staff Report

Agenda Item No.: Consent Agenda 4C

Meeting Date: May 14, 2024

Subject: Adoption of a Resolution Declaring  
 Certain Personal Property as Surplus and  
 Authorizing its Disposition Thereof

Prepared By: Brandy Wallace, MMC  
 City Clerk

**Summary:** Assets of the City that are no longer usable, are no longer of value to the City, or are surplus to City needs, may be removed from City ownership, sold, or in any other way disposed with a declaration of surplus by the City Council.

Staff is asking the Council to surplus eight firearms as they are no longer useful to the City. They do not work with the current issued technology. These will be traded in for credit towards new firearms. They are as follows:

<u>Make</u>	<u>Model</u>	<u>Serial Number</u>	<u>Asset Tag</u>
Glock	34	ZHZ987	5531
Glock	35	ZAY236	5520
Glock	35	ZAY238	5398
Glock	35	ZAY244	5526
Glock	35	ZAY237	5521
Glock	41	ZAY242	5524
Glock	41	ZKC746	5399
Glock	41	ZKC747	5400

In addition, two body armors are no longer useful to the City as they were custom fitted for an officer who is no longer with the City and is working for another jurisdiction.

It would be in the best interest of the city to sell the body armor to the agency that has employed the former officer and allow the officer to use the armor at the new employment agency. They are as follows:

- Safariland Armor      Panel serial #SR23-425704
- Safariland Armor      Panel serial #SR23-436149



All items belong to the Police department.

The Finance department has estimated the current value of the firearms to be \$2,160 and the two body armors to be \$1,332.58. These items were not acquired for public utility purposes; therefore, a public hearing is not required, pursuant to RCW 35.94.040(2).

Although the City's internal asset value of the items may be undervalued, any monies from the sale of surplus property will be deposited into the Fund(s) which owned them. When disposal is to the general public through direct sale, sealed bid or auction, final determination of value shall be the highest responsible bid or offer. The City may transfer a surplus asset to another public agency upon written request and a determination that it is in the public interest. Staff will dispose the items in a manner that reflects the best interest of the City.

**Recommendation:** Staff is recommending adoption of a resolution declaring personal property as surplus and allowing for its disposition.

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

**Motion for consideration:** I move to adopt a resolution declaring personal property, 8 firearms and 2 body armors, valued at a total amount of \$3,492.58, belonging to the Police department as surplus and authorizing its disposition.

**Fiscal Impact:** Money received from the disposition of surplus items will be deposited into the Fund(s) of ownership.

**Alternatives:** Do not adopt.

**Attachments:** Resolution and Memos

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

**A RESOLUTION OF THE CITY OF PORT ORCHARD, WASHINGTON, DECLARING CERTAIN PERSONAL PROPERTY AS SURPLUS AND AUTHORIZING ITS DISPOSITION THEREOF.**

**WHEREAS**, certain personal property owned by the Police department of the City of Port Orchard has become surplus to the needs of the City; and

**WHEREAS**, the City Council desires to surplus 8 firearms and two body armors, all belonging to the Police department, in the best interest of the City as they no longer useful; and

**WHEREAS**, the City Council has determined that the current asset value of the eight firearms to be \$2,160 and the two body armors at \$1,332.58 for a total value of \$3,492.58; and

**WHEREAS**, pursuant to RCW 35.94.040(2) these items were not acquired for public utility purposes, therefore a public hearing is not required; and

**WHEREAS**, the City Council has, pursuant to the requirements of POMC 1.30.020, considered the possible future requirements of the City, the present value of the personal property, the likelihood of locating a buyer, possible intergovernmental cooperation, and the general welfare of the citizens of Port Orchard in determining whether it is in the best interest of the City to dispose of such personal property; now, therefore,

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

**THAT:** Council declares the following firearms belonging to the Police department as surplus:

<b>Make</b>	<b>Model</b>	<b>Serial Number</b>	<b>Asset Tag</b>
Glock	34	ZHZ987	5531
Glock	35	ZAY236	5520
Glock	35	ZAY238	5398
Glock	35	ZAY244	5526
Glock	35	ZAY237	5521
Glock	41	ZAY242	5524
Glock	41	ZKC746	5399
Glock	41	ZKC747	5400

**FURHTER THAT:** Council declares the following body armors belonging to the Police department as surplus:

- Safariland Armor      Panel serial #SR23-425704
- Safariland Armor      Panel serial #SR23-436149

**FURHTER THAT:** Staff is instructed to dispose the items in a manner that reflects the best interest of the City.

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 14<sup>th</sup> day of May 2024.

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

ATTEST:

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



# PORT ORCHARD POLICE DEPARTMENT

SERVICE • HONOR • INTEGRITY

## MEMORANDUM

TO: Gretchen Isaksson  
FROM: Matt Brown, Chief of Police  
SUBJECT: Surplus items  
DATE: May 7, 2023

The police department would like to surplus the following handguns:

<u>Make</u>	<u>Model</u>	<u>Serial Number</u>	<u>Asset Tag</u>
Glock	34	ZHZ987	5531
Glock	35	ZAY236	5520
Glock	35	ZAY238	5398
Glock	35	ZAY244	5526
Glock	35	ZAY237	5521
Glock	41	ZAY242	5524
Glock	41	ZKC746	5399
Glock	41	ZKC747	5400

The handguns have reached the end of their useful life and are unable to accept our currently issued technology. The intent is to trade these firearms to a licensed dealer in exchange for credit. This credit will be used to purchase updated and modern handguns for issuance.



## PORT ORCHARD POLICE DEPARTMENT

SERVICE • HONOR • INTEGRITY

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### MEMORANDUM

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**TO:** Finance Department  
**FROM:** Matt Brown, Chief of Police  
**SUBJECT:** Body Armor - Surplus  
**DATE:** April 24, 2024

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The police department is requesting the City surplus a unit of body armor. All ballistic body armor is custom fitted to individual employees. The employee that was issued the armor is no longer with the department and the body armor is no longer useful.

The armor was purchased in November 2023; it is considered no longer usable/warrantied in November 2028.

- Safariland Armor
  - Panel serial #SR23-425704
  - Panel serial #SR23-436149

The former employee is currently employed with the Kitsap County Sheriff's Office (KCSO) in a role that requires them to wear body armor. The intent is to surplus the item and for KCSO to purchase it for their employee.



## **Agenda Staff Report**

Agenda Item No.: Consent Agenda 4D

Meeting Date: May 14, 2024

Subject: Approval of Amendment No. 4 to  
Contract No. 029-21 with Skillings, Inc.  
for the Bethel & Lincoln Intersection  
Roundabout Design and Right of Way  
Phase Project.

Prepared By: Denis Ryan  
Public Works Director

**Summary:** As one of the methods of redressing significant public safety and transportation issues identified in the 2018 Bethel Road and Sedgwick Road Corridor Plan, the City Council authorized the design and construction of a roundabout at the intersection of Lincoln Ave and Bethel Road. Accordingly, on February 9, 2021, after a procurement process that complied with state law and the City's Procurement Policies, the City Council approved Contract C029-21 for architectural and engineering design services with design firm Skillings, Inc. On November 25, 2021, Amendment No. 1 was approved by the City Council, increasing the amount of the contract to allow for continued design work. On June 15, 2022, and November 7, 2023, consistent with delegated authority the Public Works Director executed Amendments 2 and 3 to the Agreement, extending the term of the Agreement.

In consultation with the Consultant, Staff has concluded that additional time and continued work are needed to support the continuation of the Project, consistent with the initial procurement for this work. Accordingly, Staff and the Consultant have prepared proposed Amendment No. 4 for Bethel & Lincoln roundabout construction support services. Work includes preparation and response to RFI's, submittal reviews, observation, preparation of bid documents, bidding support for a second phase of construction, and other design/engineer of record-related services. The City and the Consultant have conferred and agreed to an increased fee for the necessary continued work under the existing scope of services. As amended, the "Not to Exceed" amount of the Agreement is increased by \$97,898 to a new total of \$832,252, inclusive of all work performed and compensated to date. The City and the Consultant also propose to extend the duration of the Agreement to June 30, 2026.

**Recommendation:** Staff recommends authorizing the Mayor to execute Amendment No. 4 to Contract No. C029-21 with Skillings, Inc. for the Bethel & Lincoln Intersection Roundabout Design and Right of Way Phase Project. Extending the duration of the Agreement and adding an additional amount of \$97,898, bringing the Total Contract value to \$832,252.

**Relationship to Comprehensive Plan:** Chapter 8 – Transportation

**Motion for consideration:** I move to authorize the Mayor to execute Amendment No. 4 to Contract No. C029-21 with Skillings, Inc. for the Bethel & Lincoln Intersection Roundabout Design and Right of Way Phase Project.

**Fiscal Impact:** This project is budgeted in the 2023-2024 Biennial Budget

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

**Attachments:** Amendment, Courtesy copy of C029-21

# CITY OF PORT ORCHARD

## Authorization for Amendment No. 4

<b>Date:</b> <u>May 14, 2024</u> <b>Project:</b> <u>Bethel &amp; Lincoln Intersection</u> <u>Roundabout Design and</u> <u>Right of Way Phase</u>	<b>Consultant:</b> <u>Skillings, Inc.</u> <u>5016 Lacy Blvd SE</u> <u>Lacey WA 98516</u>
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**Contract / Job #** C029-21

**This Amendment Authorizes the following changes to the contract:** Increasing the amount of the Agreement and Extending the duration of the agreement to **June 30, 2026**.

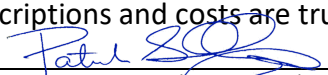
Agreement C029-21. Section 3. Terms is amended to read: This Agreement shall commence on February 9, 2021 ("Commencement Date") and shall terminate **June 30, 2026** unless extended or terminated in writing as provided herein.

Section 4 Compensation is amended to read: Time and Materials Not to Exceed. Compensation for these services shall not exceed \$832,252 (inclusive of all amounts paid prior to the execution of Amendment No. 4 to this Agreement), without written authorization and will be based on the list of billing rates and reimbursable expenses attached hereto as Exhibit A.

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.

Agreement History					
	Amount	Sales Tax	Total	Date	Appvd by
<b>Original Agreement</b>	\$537,454.00		\$537,454.00	09-Feb-21	Council
Amendment #1	\$196,900.00		\$196,900.00	25-Nov-21	Council
Amendment #2	\$0.00		\$0.00	15-Jun-22	PW Director
Amendment #3	\$0.00		\$0.00	07-Nov-23	PW Director
Amendment #4	\$97,898.00		\$97,898.00	14-May-24	Council
<b>Total Agreement</b>	<b>\$832,252.00</b>	<b>\$0.00</b>	<b>\$832,252.00</b>		

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

  
 \_\_\_\_\_  
 Consultant Approval Signature  
**Patrick Skillings - Vice President**  
 \_\_\_\_\_  
 Printed Name & Title

\_\_\_\_\_  
 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. 4 to Contract No. 029-21**

**CITY OF PORT ORCHARD PROFESSIONAL SERVICES AGREEMENT WITH  
*Skillings, Inc***

**THIS AMENDMENT No. 4** to Contract No. **029-21** (“Amendment”) is entered into between the City of Port Orchard, a Washington municipal corporation (“City” or “Port Orchard”) and Skillings, Inc., a Washington corporation (“Consultant”). City and Consultant are each a “Party” and together “Parties” to this Amendment.

**RECITALS:**

**WHEREAS**, on the 9th day of February 2021, the City executed a Professional Services Agreement for Bethel & Lincoln Intersection Roundabout Design and Right of Way Phase (the Project) with the Consultant (“Underlying Agreement”); and

**WHEREAS**, On November 25, 2021, Port Orchard City Council approved Amendment No. 1 increasing the amount of the Underlying Agreement; and

**WHEREAS**, on June 15, 2022, and November 7, 2023, consistent with delegated authority the Public Works Director executed Amendments No. 2 and 3 to the Agreement, extending the term of the Underlying Agreement; and

**WHEREAS**, continuing services for the Project are required by the City that will exceed the current value and extend the duration of the Underlying Agreement; and

**WHEREAS**, the City and the Consultant have conferred and agreed to extend the duration of the Agreement to June 30, 2026 and increase the “Time and Materials Not to Exceed” amount of the Agreement from \$734,354 to \$832,252 in anticipation of the additional work; 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:

**FOURTH AMENDMENT TO AGREEMENT:**

1. **Amendment.**
  - a. Section 3 (Terms) of the Agreement is hereby amended to read as follows: This Agreement shall commence on February 9, 2021 (“Commencement Date”) and shall terminate June 30, 2026 unless extended or terminated in writing as provided herein.

b. Section 4 (Compensation) is amended to read: Time and Materials Not to Exceed. Compensation for these services shall not exceed \$832,252 (inclusive of all amounts paid prior to the execution of Amendment No. 4 to this Agreement), without written authorization and will be based on the list of billing rates and reimbursable expenses attached hereto as Exhibit A.

2. **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.

3. **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.

4. **Effective date.** This Amendment shall be effective as of May 14, 2024.

DATED this 14th day of May, 2024.

CITY OF PORT ORCHARD, WASHINGTON

CONSULTANT

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

  
\_\_\_\_\_  
Signature

Patrick Skillings - Vice President

Printed Name and Title

ATTEST/AUTHENTICATED:

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

APPROVED AS TO FORM:

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

## EXHIBIT A SCOPE OF WORK

Prepared for:

### CITY OF PORT ORCHARD BETHEL & LINCOLN ROUNDABOUT SUPPLEMENT NO. 2 BETHEL LINCOLN LUND ROUNDABOUT DESIGN MITCHELL ROUNDABOUT CONSTRUCTION SUPPORT

May 9, 2024

#### Introduction:

The following Scope of Work delineates supplemental tasks to be performed in addition to the original agreement between Skillings, Inc. (Consultant) and the City of Port Orchard (City). The supplemental tasks will consist of:

- Work to separate the Phase 2 Bethel & Lincoln roundabout project into a separate bid package from the completed Phase 1 Mitchell & Lincoln mini roundabout.
- Provide construction support services during the construction of the Mitchell & Lincoln mini roundabout.

#### Project Assumptions:

This scope of work is based on the following general assumptions:

- Services will be performed in accordance with WSDOT’s LAG Manual and Construction Manual.
- The level of effort for a given work element is limited to the amount of labor and expenses shown in the agreement.
- Out-of-scope services beyond these limits may be considered as Extra Work. Consultant will notify City of out-of-scope services prior to starting the work.
- The level of effort for various tasks are estimates and may vary. The Contract will be managed to the Contract maximum, not the task level budgets.
- Construction contract duration for Phase 1 Mitchell Lincoln RAB of 70 working days.
- Bidding for Phase 2 Bethel Lund RAB is scheduled to occur by April of 2026.

#### WORK ELEMENTS

<b>Task 201 – Prepare Bethel Lincoln Lundberg Roundabout Bid Package</b>
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This task consists of revising the plans, specifications, and cost estimate to prepare a separate PS&E package for the Bethel Lincoln Lundberg roundabout that can be advertised and awarded separately.

#### Assumptions:

- Engineer’s Estimate of Probable Costs to Construct will be prepared using WSDOT Unit Bid Price format.
- Special provisions will be prepared utilizing WSDOT specifications format.
- City will provide their “boiler plate” format for contract bid package.

#### Tasks:

1. Prepare plan sheets for roundabout as separate sheets.
2. Update Quantities Notebook.
3. Prepare Engineer’s Estimate of Probable Costs to Construct for Mitchell & Lincoln.

4. Prepare Contract Bid Package:
  - a. Front end documents, draft invitation to bid, proposal sheets.
  - b. GSPs and Special Provisions.
  - c. State prevailing wage documents.
5. Provide internal QA and QC and project coordination.

**Deliverables:**

- Contract Bid Package
- 100% Contract Bid Package.
- 100% Engineer's Estimate of Probable Cost to Construct.
- Final Quantity calculation notebook.
- One (1) electronic set of Final and Signed Complete Bid Package to City. All documents will be submitted as PDF Files, CAD Files, Word Files (.docx), and estimate in Excel.

**Task 202 – Geotechnical Services During Construction**

Consultant will contract with Aspect Consulting (Aspect), Subconsultant, to provide geotechnical support services during construction.

This task consists of the Consultant providing review and coordination with Aspect. Consultant will complete the following tasks:

**Tasks:**

1. Consultant will provide coordination with Aspect.
2. Subconsultant will attend up to four part time site visits and/or construction meetings, to include field reports.
3. Subconsultant will provide office review of submittals/RFIs.
4. Subconsultant will provide coordination and project/contract management.

**Deliverables (Consultant):**

- No specific deliverables. Field reports where applicable.

**Task 203 – Illumination Services During Construction**

Consultant will contract with Transportation Solutions Inc. (TSI), Subconsultant, to provide support services related to illumination during construction. See attached Subconsultant scope of work.

This task consists of the Consultant providing review and coordination with TSI. Consultant will complete the following tasks:

**Tasks:**

1. Consultant will provide coordination with TSI.

**Deliverables (Consultant):**

- No specific deliverables.

<b>Task 204 – Bid Support Services for Bethel Lincoln Lundberg Roundabout</b>
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Consultant will provide bid support consisting of attending the pre-bid meeting, reviewing Contractor's questions, responding to RFIs, and preparing addendums.

**Assumptions:**

- City will provide overall construction administration, inspection, and management.
- Consultant will attend one pre-bid meeting (estimated at 2 hours per attendee).
- Consultant will review Contractor's questions and provide recommendations/comments (estimated level of effort to not exceed 24 hours).
- Consultant will review and respond to Contractor's RFIs (estimated level of effort to not exceed 24 hours).
- Consultant will assist with the drafting, review, and responses to Addendums (estimated level of effort to not exceed 40 hours).

**Task Description:**

1. Attend pre-bid meeting.
2. Review Contractor's questions and provide recommendations/comments.
3. Review and respond to Contractor's RFIs.
4. Prepare Addendums.

**Deliverables:**

- Pre-bid meeting notes.
- Contractor questions reviews and responses.
- Contractor RFI reviews and responses.
- Addendums.

**END SCOPE OF WORK**

Prepared by: Ian Lee, PE 05/09/2024

Reviewed by: Patrick E. Skillings, PMP 05/09/2024

**EXHIBIT B-1  
CONSULTANT COST COMPUTATION – MAN-HOURS**

PROJECT NO 20155 CITY OF PORT ORCHARD BETHEL & LINCOLN ROUNDABOUT SUPPLEMENT NO. 2 BETHEL LINCOLN LUND ROUNDABOUT DESIGN MITCHELL ROUNDABOUT CONSTRUCTION SUPPORT		PROJECT MANAGER	PROJECT ENGINEER	ENGINEER	TECHNICIAN	PROJECT ADMINISTRATOR
TASK #	TASK DESCRIPTION					
<b>201</b>	<b>PREPARE BETHEL LINCOLN LUNDBERG ROUNDABOUT BID PACKAGE</b>					
1	Prepare plan sheets for roundabout as separate sheets.	4	40	120	120	
2	Update Quantities Notebook.		4	16		
3	Prepare Engineer's Estimate of Probable Cost to Construct for Mitchell & Lincoln.		4	8		
4	Prepare Contract Bid Package:					
a	Front end documents, draft invitation to bid, proposal sheets.		2	12		
b	GSPs and Special Provisions.		8	24		
c	State prevailing wage documents.			2		
5	Provide internal QA/QC and project coordination.	4	10			
<b>202</b>	<b>GEOTECHNICAL SERVICES DURING CONSTRUCTION</b>					
1	Consultant will provide coordination with Aspect.	2	4			2
2	Subconsultant will attend up to four part time site visits and/or construction meetings, to include field reports.					
3	Subconsultant will provide office review of submittals/RFIs.					
4	Subconsultant will provide coordination and project/contract management.					
<b>203</b>	<b>ILLUMINATION SERVICES DURING CONSTRUCTION</b>					
1	Consultant will provide coordination with TSI.	2	4			2
<b>204</b>	<b>CONSTRUCTION SUPPORT SERVICES</b>					
1	Attend pre-bid meeting.		2			
2	Review Contractor's questions and provide recommendations/comments.		8	16		
3	Review and respond to Contractor's RFIs.		8	16		
4	Prepare Addendums.		16	24		
	<b>HOURS PER DISCIPLINE</b>	<b>12</b>	<b>110</b>	<b>238</b>	<b>120</b>	<b>4</b>



## CITY OF PORT ORCHARD PROFESSIONAL SERVICES AGREEMENT

THIS Agreement is made effective as of the 9th day of February 2021, 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 Skillings, Inc., a corporation, organized under the laws of the State of Washington, doing business at:

Skillings, Inc. (hereinafter the "CONSULTANT")  
5016 Lacey Blvd. SE  
Lacey, WA 98503

Contact: Michael Horton, P.E. Phone: 360-491-3399  
Senior Project Manager Email: [mhorton@skillings.com](mailto:mhorton@skillings.com)

for professional services in connection with the following Project:

*Bethel & Lincoln Intersection Roundabout Design & Right-of-Way Phase*

### TERMS AND CONDITIONS

#### 1. Services by Consultant.

A. The Consultant shall perform the services described in the Scope of Work attached to this Agreement as Exhibits "D-1, D-2, G-1, G-4 & G-5." The services performed by the Consultant shall not exceed the Scope of Work without prior written authorization from the City. In performing such services, the Consultant shall at all times comply with all Federal, State, and local laws and regulations applicable to the performance of such services. The Consultant shall perform the services diligently and completely in accordance with professional standards of conduct and performance for Consultant's profession.

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.

#### 2. Schedule of Work.

A. The Consultant shall perform the services described in the Scope of Work in accordance with the tasks identified within Exhibits "D-1, D-2, G-1, G-4 & G-5" and the terms of this Agreement. If delays beyond the Consultant's reasonable control occur, the parties will negotiate in good faith to determine whether an extension is appropriate.



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

3. **Terms.** This Agreement shall commence on **February 9, 2021** (“Commencement Date”) and shall terminate **June 30, 2022** unless extended or terminated in writing as provided herein. **The City reserves the right to offer two (2) one-year extensions prior to contract expiration to retain the selected company’s services.**

4. **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 **\$537,454.00** without written authorization and will be based on the list of billing rates and reimbursable expenses attached hereto as Exhibit “\_\_\_\_\_.”

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. \_\_\_\_\_

5. **Payment.**

A. The Consultant 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 proper invoice. If the City objects to all or any portion of any invoice, it shall so notify the Consultant 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 Consultant shall keep cost records and accounts pertaining to this Agreement available for inspection by City representatives for three (3) years after final payment unless a longer period is required by a third-party agreement. Copies shall be made available on request.

D. On the effective date of this Agreement (or shortly thereafter), the Consultant shall comply with all federal and state laws applicable to independent contractors, including, but not limited to, the maintenance of a separate set of books and records that reflect all items of income and expenses of the Consultant’s business, pursuant to Revised Code of Washington (RCW) 51.08.195, as required by law, to show that the services performed by the Consultant under this Agreement shall not give rise to an employer-employee relationship between the parties, which is subject to Title 51 RCW, Industrial Insurance.

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

## 6. Discrimination and Compliance with Laws

A. The Consultant 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 Consultant 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. The Consultant agrees to comply with all federal, state and municipal laws, rules and regulations that are now effective or become applicable within the term(s) of this Agreement to the Consultant's business, equipment and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

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

D. Violation of this Paragraph 6 shall be a material breach of this Agreement and grounds for cancellation, termination, or suspension of the Agreement by the City, in whole or in part, and may result in ineligibility for further work for the City.

7. **Relationship of Parties.** The parties intend that an independent contractor-client relationship will be created by this Agreement. As the Consultant is customarily engaged in an independently established trade which encompasses the specific service provided to the City hereunder, no agent, employee, representative or sub-consultant of the Consultant shall be or shall be deemed to be the employee, agent, representative or sub-consultant of the City. In the performance of the work, the Consultant 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, representatives or sub-consultants of the Consultant. The Consultant 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 of this Agreement, engage other independent contractors to perform the same or similar work that the Consultant performs hereunder.

## 8. 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 Consultant's insolvency or bankruptcy, or the Consultant's assignment for the benefit of creditors.

B. Termination with cause. This Agreement may be terminated upon the default of the Consultant and the failure of the Consultant 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 Consultant pursuant to this Agreement shall

be submitted to the City, and the Consultant 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 Consultant shall not be entitled to any reallocation of cost, profit or overhead. The Consultant shall not in any event be entitled to anticipated profit on work not performed because of such termination. The Consultant 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 Consultant 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 Consultant. The Consultant 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 Consultant's reasonable expenses, and shall be subject to verification. The Consultant 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 Consultant in person, termination shall be effective immediately upon the Consultant'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 Consultant in writing upon one week's advance notice to the Consultant. Such notice shall indicate the anticipated period of suspension. Notice may also be delivered to the Consultant at the address set forth in Section 15 herein.

**9. Standard of Care.** The Consultant represents and warrants that it has the requisite training, skill and experience necessary to provide the services under this Agreement and is appropriately accredited and licensed by all applicable agencies and governmental entities. Services provided by the Consultant 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.

**10. Ownership of Work Product.**

A. All data, materials, reports, memoranda, and other documents developed under this Agreement whether finished or not shall become the property of the City, shall be forwarded to the City at its request and may be used by the City as it sees fit. Upon termination of this Agreement pursuant to paragraph 8 above, all finished or unfinished documents, reports, or other material or work of the Consultant pursuant to this Agreement shall be submitted to the City. Any reuse or modification of such documents, reports or other material or work of the Consultant for purposes other than those intended by the Consultant in its scope of services under this Agreement shall be at the City's risk.

B. All written information submitted by the City to the Consultant in connection with the services performed by the Consultant under this Agreement will be safeguarded by the Consultant to at least the same extent as the Consultant safeguards like information relating to its own business. If such information is publicly available or is already in the Consultant's possession or known to it, or is rightfully obtained by the Consultant from third parties, the Consultant shall bear no responsibility for its disclosure,

inadvertent or otherwise. The Consultant is permitted to disclose any such information only to the extent required by law, subpoena or other court order.

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

**12. Indemnification.** The Consultant 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 resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries or damages caused by the sole negligence of the City.

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 Consultant and the City, its officers, officials, employees, agents and volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant'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 CONSULTANT'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.

**13. Insurance.** The Consultant 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 Consultant, its agents, representatives, or employees.

A. Minimum Scope of Insurance

Consultant 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 Consultant'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 Consultant's profession.

B. Minimum Amounts of Insurance

Consultant 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 \$1,000,000.
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:

1. The Consultant'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 Consultant shall provide the City with written notice of any policy cancellation, within two business days of their receipt of such notice.
3. The City will not waive its right to subrogation against the Consultant. The Consultant's insurance shall be endorsed acknowledging that the City will not waive their right to subrogation. The Consultant'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 any 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 to 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 Consultant 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 Consultant before commencement of the work.

**14. Assigning or Subcontracting.** The Consultant 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.

**15. Notice.** Any notices required to be given by the City to the Consultant or by the Consultant 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

CONSULTANT  
Patrick Skillings  
Principal  
5016 Lacey Blvd. SE  
Lacey, WA 985098503  
Phone: 360-491-3399  
Email: [mhorton@skillings.com](mailto:mhorton@skillings.com)

**16. 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 Consultant under any of the provisions of this Agreement which cannot be resolved by the Mayor's determination in a reasonable time, or if the Consultant 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.

**17. 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 Consultant.

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 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 and the Exhibits 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 to this Agreement conflict with any language contained in this Agreement, then this Agreement shall prevail.

## 18. 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 Consultant, for itself, its assignees, and successors in interest agrees as follows:

1. **Compliance with Regulations:** The Consultant 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 Consultant, 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 Consultant 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 Consultant 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 Consultant of the Consultant'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 Consultant 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 Consultant is in the exclusive possession of another who fails or refuses to furnish the information, the Consultant 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 Consultant'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 Consultant under the Agreement until the contractor complies; and/or
  2. cancelling, terminating, or suspending the Agreement, in whole or in part.
  
6. **Incorporation of Provisions:** The Consultant 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 Consultant 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 Consultant becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Consultant may request the City to enter into any litigation to protect the interests of the City. In addition, the Consultant 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

CONSULTANT

By:   
Name: Patrick Skillings

Title: Vice President

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 Consultant, 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).

**EXHIBIT D-1  
CONSULTANT COST COMPUTATION – MAN-HOURS**

PROJECT NO. 20155 CITY OF PORT ORCHARD BETHEL AND LINCOLN ROUNDABOUT		TASK #	TASK DESCRIPTION	PRINCIPAL-IN-CHARGE	SENIOR PROJECT MANAGER	PROJECT ENGINEER	ENGINEER	ENVIRONMENTAL MANAGER	PROJECT SCIENTIST	STAFF SCIENTIST	TECHNICIAN	COMMUNICATIONS MANAGER	COMMUNICATIONS SPECIALIST	SURVEY MANAGER	SURVEYOR	SURVEY DRAFTER	1 MAN SURVEY CREW	2 MAN SURVEY CREW	INSPECTOR	PROJECT ADMINISTRATOR	
		<b>100</b>	<b>PROJECT ADMINISTRATION AND MANAGEMENT</b>																		
1	Prepared Project Management Plan.		6																		
2	Prepare project schedule with periodic updates showing critical milestones.		12																		
3	Prepare and maintain Project Work Plan with two-week lookaheads.		26																		
4	Weekly correspondence with City via emails, phone, or by video conferencing.		26																		
5	Provide Subconsultant coordination.		52																		
6	Prepare monthly billings with progress reports.		12																		12
<b>200</b>	<b>SURVEYING SERVICES</b>																				
<b>1</b>	<b>Survey Project Management, Administration and QA/QC</b>																				
1	Survey project management related to field survey and office mapping.													2							
2	Administration duties such as invoicing and progress reporting.													2							
3	QA/QC control checks by Professional Land Surveyor.													2							
<b>2</b>	<b>Research</b>																				
1	Research existing survey control and monuments related to the rights-of-way.													4	5						
2	Review right-of-way deeds provided by the City/County.													4	5						

PROJECT NO. 20155 CITY OF PORT ORCHARD BETHEL AND LINCOLN ROUNDABOUT		PROJECT ADMINISTRATOR															
		PRINCIPAL-IN-CHARGE	SENIOR PROJECT MANAGER	PROJECT ENGINEER	ENGINEER	ENVIRONMENTAL MANAGER	PROJECT SCIENTIST	STAFF SCIENTIST	TECHNICIAN	COMMUNICATIONS MANAGER	COMMUNICATIONS SPECIALIST	SURVEY MANAGER	SURVEYOR	SURVEY DRAFTER	1 MAN SURVEY CREW	2 MAN SURVEY CREW	INSPECTOR
TASK #	TASK DESCRIPTION																
3	Review title reports																
4	Compile and document determinations made from research.		4								4	5					
3	<b>Survey Control</b>																
1	Perform a field survey to establish new horizontal and vertical survey control.		2												9		
2	Evaluate survey control and adjust in the office accordingly.		1								4						
3	Recover existing survey control relevant to the re-establishment of existing right of way lines and parcel lines.											9					
4	Calculate existing right of way lines and parcel lines in AutoCAD digital survey control map.		9														
4	<b>Topographic Survey</b>																
1	Coordinate traffic control											10					
2	Field Topographic Survey depicting the following:														18		
a	Topographic Survey of City Parcel.													80			
b	Existing road centerlines.																
c	Location and size of driveway cuts.																
d	Sidewalk expansion joints at the project limits.																
e	Sidewalk, curb, median, and shoulder locations.																
f	Edge of Pavement and edge of gravel.																
g	Grade breaks in pavement.																
h	Channelization lines.																
i	Buildings, structures, and improvements.																

**PROJECT NO. 20155  
CITY OF PORT ORCHARD  
BETHEL AND LINCOLN ROUNDABOUT**

TASK #	TASK DESCRIPTION	PRINCIPAL-IN-CHARGE	SENIOR PROJECT MANAGER	PROJECT ENGINEER	ENGINEER	ENVIRONMENTAL MANAGER	PROJECT SCIENTIST	STAFF SCIENTIST	TECHNICIAN	COMMUNICATIONS MANAGER	COMMUNICATIONS SPECIALIST	SURVEY MANAGER	SURVEYOR	SURVEY DRAFTER	1 MAN SURVEY CREW	2 MAN SURVEY CREW	INSPECTOR	PROJECT ADMINISTRATOR
j	Retaining walls.																	
k	Fences, size, type, and height.																	
l	Signs and sign structures including description, size and post material.																	
m	Signal poles.																	
n	Light posts.																	
o	Top/toe of slopes.																	
p	Trees over 12-inch diameter.																	
q	Prominent landscape features (hedges, brush lines, boulders, etc.)																	
r	Storm drainage structures types, pipe sizes, invert elevations.																	
s	Sanitary Sewer structures types, pipe sizes, invert elevations.																	
t	Water line structures - identified water valves, meters, blow offs, hydrants, and fixtures.																	
u	Above ground power structures poles and anchor locations.																	
v	Identify signal controllers, service cabinets.																	
w	Survey Pot Holes												11					
x	Identify miscellaneous utility appurtenances.																	
3	Download and backup survey data daily.												10					
4	Compile survey data into digital AutoCAD base map.												36					
5	Draft topographic survey map at 1"=20' scale.																	44
6	Field check topographic survey map.												9					

PROJECT NO. 20155 CITY OF PORT ORCHARD BETHEL AND LINCOLN ROUNDABOUT		PROJECT ADMINISTRATOR	INSPECTOR	2 MAN SURVEY CREW	1 MAN SURVEY CREW	SURVEY DRAFTER	SURVEYOR	SURVEY MANAGER	COMMUNICATIONS SPECIALIST	COMMUNICATIONS MANAGER	TECHNICIAN	STAFF SCIENTIST	PROJECT SCIENTIST	ENVIRONMENTAL MANAGER	ENGINEER	PROJECT ENGINEER	SENIOR PROJECT MANAGER	PRINCIPAL-IN-CHARGE
TASK #	TASK DESCRIPTION																	
7	Update topographic survey map based on field edits.		2			9												
5	<b>Right-of-Way Plan</b>																	
1	Draft right-of-way plan detailing existing right-of-way limits and parcel lines abutting the right-of-way.		9			27												
2	Update right-of-way plan based on engineering design for additional right-of-way.		2			9	9											
3	Prepare legal descriptions and exhibit maps for right-of-way takes.		2			9	9											
4	QA/QC right-of-plan, exhibits, and descriptions by PLS.		2															
300	<b>ENVIRONMENTAL DOCUMENTS AND PERMIT APPLICATIONS</b>																	
1	<b>Wetland Delineation</b>																	
1	Conduct Literature Review											9						
2	Conduct site visit and delineate wetland boundaries											9						
3	Prepare wetland flagging map for survey											2						
4	Prepare wetland rating											9						
5	Prepare Wetland Delineation Report											40						
2	<b>Wetland Mitigation Plan</b>																	
1	Conduct Site visit to identify mitigation site													9				
2	Develop Mitigation Strategy													2				
3	Prepare draft mitigation plan exhibits													1	4			
4	Prepare draft mitigation report													4	40			
5	Prepare Final mitigation report													2	9			

PROJECT NO. 20155 CITY OF PORT ORCHARD BETHEL AND LINCOLN ROUNDAABOUT		TASK #	TASK DESCRIPTION	PRINCIPAL-IN-CHARGE	SENIOR PROJECT MANAGER	PROJECT ENGINEER	ENGINEER	ENVIRONMENTAL MANAGER	PROJECT SCIENTIST	STAFF SCIENTIST	TECHNICIAN	COMMUNICATIONS MANAGER	COMMUNICATIONS SPECIALIST	SURVEY MANAGER	SURVEYOR	SURVEY DRAFTER	1 MAN SURVEY CREW	2 MAN SURVEY CREW	INSPECTOR	PROJECT ADMINISTRATOR	
		3	Joint Aquatic Resource Permit Application (JARPA)																		
1	Meet with regulatory permit staff	2						2													
2	Prepare JARPA Application						1	18													
3	Prepare USACE specific exhibits	2					2	24													
4	Submit JARPA application to regulatory agencies						2	2													
4	SEPA Checklist																				
1	Prepare draft SEPA Checklist						1	24													
2	Prepare final SEPA Checklist						1	9													
5	Biological Assessment																				
1	Document list species via IPaC and NOAA Fisheries								2												
2	Prepare species impact determination							2													
3	Prepare final Biological Assessment Report							4	50												
6	NEPA CE Document																				
1	Meet with WSDOT Local Programs							1													
2	Document public outreach efforts									1											
3	Prepare draft NEPA CE Document	1					2	40													
4	Prepare final NEPA CE Document						1	9													
400	PUBLIC INVOLVEMENT																				
1	Meeting Advertisment and Information Distribution																				
1	Attend public outreach planning meeting with Client.	1										1	1								
2	Develop key messages and identify community benefits for the project.	1										2	2								
3	Develop editorial calendar for project.											1									



PROJECT NO. 20155 CITY OF PORT ORCHARD BETHEL AND LINCOLN ROUNDBOUT		PROJECT ADMINISTRATOR	INSPECTOR	2 MAN SURVEY CREW	1 MAN SURVEY CREW	SURVEY DRAFTER	SURVEYOR	SURVEY MANAGER	COMMUNICATIONS SPECIALIST	COMMUNICATIONS MANAGER	TECHNICIAN	STAFF SCIENTIST	PROJECT SCIENTIST	ENVIRONMENTAL MANAGER	ENGINEER	PROJECT ENGINEER	SENIOR PROJECT MANAGER	PRINCIPAL-IN-CHARGE
TASK #	TASK DESCRIPTION																	
4	Design and copywriting of Facebook and web content.		3	2														
5	Design and copywriting of print mail piece.		2	3														
6	Coordination with print shop for printing and mailing.			1														
2	<b>Public Meetings</b>																	
1	Develop Presentation Slides for public meetings		2	3														
2	Attend public meetings		2															
3	<b>Council Meetings</b>																	
1	Develop presentation slides for council meetings		2	2														
2	Attend council meetings																	
4	<b>Stakeholder Outreach</b>																	
1	Identify stakeholder group									1								
2	Develop communication plan for stakeholder group									2								
3	Attend Stakeholder meeting									1								
4	Finalize meeting minutes									1								
500	<b>Design</b>																	
1	<b>Utilities Coordination</b>																	
1	Contact utility companies and request As-builts.														8			
2	Review As-Builts and enter information into AutoCAD.														16			
3	Attend one site meeting with representatives of the utility companies.																4	
4	Review utility location information and assess potential impacts.																4	

PROJECT NO. 20155 CITY OF PORT ORCHARD BETHEL AND LINCOLN ROUNDABOUT		PROJECT ADMINISTRATOR	INSPECTOR	2 MAN SURVEY CREW	1 MAN SURVEY CREW	SURVEY DRAFTER	SURVEYOR	SURVEY MANAGER	COMMUNICATIONS SPECIALIST	COMMUNICATIONS MANAGER	TECHNICIAN	STAFF SCIENTIST	PROJECT SCIENTIST	ENVIRONMENTAL MANAGER	ENGINEER	PROJECT ENGINEER	SENIOR PROJECT MANAGER	PRINCIPAL-IN-CHARGE
TASK #	TASK DESCRIPTION										16							
5	Conduct and coordinate utility locates and potholing.			2	16													
6	Review utility locates and pothole information and add to the design base map.			4														
7	Contact utility companies to verify utility locations and depths.				2													
8	Review the concept designs and provide feedback on conflicts with utilities.			4	4	16												
2	<b>15% Conceptual Design</b>																	
1	Review Bethel Road roundabout configurations by TSI.			4	8													
2	Alternatives for Mitchell Rd including intersections at Bethel and Lincoln by TSI.			4	8													
3	Provide feedback and comments on configurations to TSI.			4	8													
3	<b>30% Plans</b>																	
1	Site visit to verify topographic survey and coordination with survey to address any concerns.			8	8													
2	Prepare Basis of Design Notebook.			1	2	8												
3	Prepare preliminary stormwater/water quality design:																	
a	Determine project limits and assess threshold discharge areas (TDA).			1	4													
b	Determine area totals for existing pervious and impervious areas, new and replaced surfaces.			1	4													



PROJECT NO. 20155 CITY OF PORT ORCHARD BETHEL AND LINCOLN ROUNDABOUT		TASK #	TASK DESCRIPTION	PRINCIPAL-IN-CHARGE	SENIOR PROJECT MANAGER	PROJECT ENGINEER	ENGINEER	ENVIRONMENTAL MANAGER	PROJECT SCIENTIST	STAFF SCIENTIST	TECHNICIAN	COMMUNICATIONS MANAGER	COMMUNICATIONS SPECIALIST	SURVEY MANAGER	SURVEYOR	SURVEY DRAFTER	1 MAN SURVEY CREW	2 MAN SURVEY CREW	INSPECTOR	PROJECT ADMINISTRATOR
		c	Assess applicability of overall Minimum Requirements and individual thresholds for LID, water quality, and flow control.		2	4														
d	Select and implement preliminary design of BMPs for LID, water quality, and flow control.		2	4																
e	Determine design storm for conveyance calculations and sizing.			2																
f	Document findings in preliminary stormwater report.		4	12																
g	Prepare design markups for preliminary stormwater plans.		4	8																
4	Assess details of pedestrian access routes, ADA compliance, and driveway access locations.		4	8																
5	Prepare preliminary plans as noted below.		10	20	40						60									
6	Prepare preliminary Quantities Notebook.			2	8															
7	Prepare 30% Engineer's Estimate of Probable Cost to Construct.		1	2	8															
8	Coordinate preparation of Right-of-Way Plans.			4																
9	Assess potential Right-of-Way impacts. Assume preparation of preliminary Right of Way exhibits (2 exhibits for 2 properties).		2	2																
10	Provide internal QA and QC and project coordination.		2	8																

PROJECT NO. 20155 CITY OF PORT ORCHARD BETHEL AND LINCOLN ROUNDABOUT		PROJECT ADMINISTRATOR	INSPECTOR	2 MAN SURVEY CREW	1 MAN SURVEY CREW	SURVEY DRAFTER	SURVEYOR	SURVEY MANAGER	COMMUNICATIONS SPECIALIST	COMMUNICATIONS MANAGER	TECHNICIAN	STAFF SCIENTIST	PROJECT SCIENTIST	ENVIRONMENTAL MANAGER	ENGINEER	PROJECT ENGINEER	SENIOR PROJECT MANAGER	PRINCIPAL-IN-CHARGE	
TASK #	TASK DESCRIPTION										4								
11	Subconsultant TSI will provide illumination plans and peer review. Comments to be addressed.														4	2	1		
12	Plan Submittal: The Consultant will submit the following anticipated plan sheets														2	2	1		
4	100% PS&E																		
1	Phone conference with the City to discuss 30% PS&E and comments.														2	2	2		
2	Incorporate 30% PS&E comments.														24	4	2		
3	Prepare final stormwater drainage report:																		
a	Update stormwater drainage report to include changes made for the 100% PS&E.														16	2			
b	Prepare SWPPP.														8	2			
c	Prepare Final Maintenance Plan.														8	2			
4	Prepare 100% level of plans.														240	64	16		
5	Update Quantities Notebook.														8	2			
6	Prepare 100% Engineer's Estimate of Probable Costs to Construct.														16	6			
7	Prepare Draft Contract Bid Package:																		
a	Front end documents, draft invitation to bid, proposal sheets.														16	4			
b	Required Federal-aid documents.														2	2			
c	GSPs and Special Provisions.														24	4			
d	State and Federal prevailing wage documents.														2	2			
8	Complete Basis of Design Notebook.														4	2	1		

PROJECT NO. 20155 CITY OF PORT ORCHARD BETHEL AND LINCOLN ROUNDABOUT		PROJECT ADMINISTRATOR	INSPECTOR	2 MAN SURVEY CREW	1 MAN SURVEY CREW	SURVEY DRAFTER	SURVEYOR	SURVEY MANAGER	COMMUNICATIONS SPECIALIST	COMMUNICATIONS MANAGER	TECHNICIAN	STAFF SCIENTIST	PROJECT SCIENTIST	ENVIRONMENTAL MANAGER	ENGINEER	PROJECT ENGINEER	SENIOR PROJECT MANAGER	PRINCIPAL-IN-CHARGE	
TASK #	TASK DESCRIPTION																		
9	Constructability review by our construction inspectors.		24														8		
10	Provide internal QA and QC and project coordination.																16	4	
11	Subconsultant TSI will provide illumination plans and peer review. Comments will be addressed.															4			4
12	Plan Submittal: The Consultant will submit the following anticipated plan sheets.															2	1		2
5	<b>Complete Bid Set</b>																		
1	Phone conference with City to discuss 100% PS&E comments from City and WSDOT.															2	2		
2	Incorporate 100% PS&E comments.										16					4	16		
3	Prepare Complete Bid Set.										16					8	16		
4	Complete Contract Bid Package:															4			
a	WSDOT Amendments and GSP "run list" and fill-ins.															4			8
b	Special Provisions.															4	8		
c	Required Federal-aid documents.															2	2		
d	State and Federal prevailing wage documents.															2	2		
5	Update Engineer's Estimate of Probable Costs to Construct.															4	1		8
6	Submit package to City and WSDOT for their review and approval as necessary:																		
a	Complete Bid Set.															2	1		2
b	Environmental clearance.															2	1		2

PROJECT NO. 20155 CITY OF PORT ORCHARD BETHEL AND LINCOLN ROUNDABOUT		TASK #	TASK DESCRIPTION	PRINCIPAL-IN-CHARGE	SENIOR PROJECT MANAGER	PROJECT ENGINEER	ENGINEER	ENVIRONMENTAL MANAGER	PROJECT SCIENTIST	STAFF SCIENTIST	TECHNICIAN	COMMUNICATIONS MANAGER	COMMUNICATIONS SPECIALIST	SURVEY MANAGER	SURVEYOR	SURVEY DRAFTER	1 MAN SURVEY CREW	2 MAN SURVEY CREW	INSPECTOR	PROJECT ADMINISTRATOR
7		Review City comments on Complete Bid Set.		2	4	4														
8		Make minor adjustments to Complete Bid Set as reviewed by the City up to one time.		1	4	8					8									
6		<b>Bid Support Services</b>																		
1		Consultant will provide assistance through bidding and award. This work is expected to include:			8															
a		Prepare draft Advertisement for the project.			1															
b		Prepare Advertisement for Bids.			1															
c		Provide Bid Documents and addenda to Builders Exchange for Distribution.			2															
d		Responding to bidder's questions.		2	8															
e		Prepare addenda up to the level of effort as shown in the fee estimate.		2	4	16					8									
f		Attend Bid Opening.		2																
g		Prepare and review Bid Tabulation.		2	2															
h		Prepare Notice of Award.		1	1															
		<b>HOURS PER DISCIPLINE</b>		<b>8</b>	<b>276</b>	<b>281</b>	<b>660</b>	<b>49</b>	<b>105</b>	<b>172</b>	<b>442</b>	<b>20</b>	<b>14</b>	<b>51</b>	<b>122</b>	<b>98</b>	<b>80</b>	<b>27</b>	<b>24</b>	<b>12</b>

**EXHIBIT D-2  
CONSULTANT COST COMPUTATION – SUMMARY**

<b>NEGOTIATED HOURLY RATE (NHR):</b>						
<u>Classification</u>	<u>Man Hours</u>	<u>X</u>	<u>Rate</u>	<u>=</u>	<u>Cost</u>	
PRINCIPAL-IN-CHARGE	8	x	\$265.00	=	\$2,120.00	
SENIOR PROJECT MANAGER	276	x	\$256.00	=	\$70,656.00	
PROJECT ENGINEER	281	x	\$217.00	=	\$60,977.00	
ENGINEER	660	x	\$145.00	=	\$95,700.00	
ENVIRONMENTAL MANAGER	49	x	\$152.00	=	\$7,448.00	
PROJECT SCIENTIST	105	x	\$115.00	=	\$12,075.00	
STAFF SCIENTIST	172	x	\$101.00	=	\$17,372.00	
TECHNICIAN	442	x	\$121.00	=	\$53,482.00	
COMMUNICATIONS MANAGER	20	x	\$226.00	=	\$4,520.00	
COMMUNICATIONS SPECIALIST	14	x	\$168.00	=	\$2,352.00	
SURVEY MANAGER	51	x	\$204.00	=	\$10,404.00	
SURVEYOR	122	x	\$135.00	=	\$16,470.00	
SURVEY DRAFTER	98	x	\$81.00	=	\$7,938.00	
1 MAN SURVEY CREW	80	x	\$135.00	=	\$10,800.00	
2 MAN SURVEY CREW	27	x	\$256.00	=	\$6,912.00	
INSPECTOR	24	x	\$131.00	=	\$3,144.00	
PROJECT ADMINISTRATOR	12	x	\$131.00	=	\$1,572.00	
<b>Total Hours =</b>	<b>2441</b>				<b>Total NHR =</b> <span style="border: 1px solid black; padding: 2px;">\$383,942.00</span>	
<b>REIMBURSABLES:</b>						
	Mileage	2,600	x	\$0.560	=	\$1,456.00
	Miscellaneous Expenses	\$5,550.00	x	10%	=	\$6,105.00
						<b>Total Expenses=</b> <span style="border: 1px solid black; padding: 2px;">\$7,561.00</span>
<b>SUBCONSULTANT COST (See Exhibit E):</b>						
	Aspect	\$32,100.00	x	0%	=	\$32,100.00
	TSI	\$65,601.00	x	0%	=	\$65,601.00
	Tierra Row	\$26,365.00	x	0%	=	\$26,365.00
	Tierra Cultural Resources	\$9,572.00	x	0%	=	\$9,572.00
	APS, Inc.	\$12,313.00	x	0%	=	\$12,313.00
						<b>Total Subconsultants =</b> <span style="border: 1px solid black; padding: 2px;">\$145,951.00</span>
<b>SUB-TOTAL (NHR + REIMBURSABLES + SUBCONSULTANTS):</b>						
						<b>Sub Total =</b> <span style="border: 1px solid black; padding: 2px;">\$537,454.00</span>
<b>MANAGEMENT RESERVE FUND:</b>						
	SUB TOTAL =	\$537,454.00	x		=	<b>MRF =</b> <span style="border: 1px solid black; padding: 2px;">\$0.00</span>
<b>GRAND TOTAL</b>						
						<b>GRAND TOTAL =</b> <span style="border: 1px solid black; padding: 2px; background-color: #d4edda;">\$537,454</span>
<b>PREPARED BY:</b> _____ <b>DATE:</b> _____						
<b>REVIEWED BY:</b> Mike Horton, PE <b>DATE:</b> 1/29/2021						

**EXHIBIT D-3  
CONSULTANT COST COMPUTATION - EXPENSES**

Item	Description	Basis	Quantity	Rate	Total
1	Telephone	Month			\$0.00
2	Auto Rental	Each			\$0.00
3	Lodging	Day			\$0.00
4	Per Diem-Meal	Day			\$0.00
5	Photo Copies - Blk & White	Each		\$0.10	\$0.00
6	Photo Copies - Color	Each		\$0.35	\$0.00
7	Half Sized Prints	Each		\$0.50	\$0.00
8	Full Sized Prints	Each		\$6.00	\$0.00
9	Postage	Month			\$0.00
10	Shipping	Month			\$0.00
11	FAXs	Each			\$0.00
12	Miscellaneous Project Costs	Month	12	\$175.00	\$2,100.00
13	Miscellaneous Survey Costs	Estimated	1	\$400.00	\$400.00
14	Traffic Control	Estimated			\$0.00
15	5 Title Reports	Estimated \$610 per report			\$3,050.00
<b>Total Miscellaneous Expenses</b>					<b>\$5,550.00</b>
	Mileage	Per Mile	2600	0.560	\$1,456.00
<b>Total Expenses</b>					<b>\$7,006.00</b>
<b>Assumptions</b>					
1	Telephone	Estimated			
2	Auto Rental	Estimated trips			
3	Mileage	Estimated miles	Total 26 roundtrips @ 100 mi/trip		
4	Lodging				
5	Per Diem-Meal				
6	Photo Copies - Blk & White	Estimated			
7	Photo Copies - Colored	Estimated			
8	Half Sized Prints				
9	Full Sized Prints				
10	Postage	Estimated			
11	Shipping	Estimated			
12	FAXs	Estimated			
13	Miscellaneous Project Costs	Estimated			
14	Miscellaneous Survey Costs	Estimated			
15	Purchase Order	Estimated			
Prepared by: Mike Horton, PE		1/29/2021			

**EXHIBIT G-1  
SUBCONSULTANT COST COMPUTATION – SUMMARY**

**ASPECT CONSULTING LLC**

<b>Task</b>	<b>Aspect Labor</b>	<b>Subs/ODC's</b>	<b>Total</b>
Site and Geologic Reconnaissance	\$2,000	\$100	\$2,100
Drilled Soil Borings	\$5,000	\$14,000	\$19,000
Assign and Review Laboratory Testing	\$1,000	\$2,500	\$3,500
Geotechnical Analyses and Reporting	\$10,500	-	\$10,500
Geotechnical PS&E Coordination and Support	\$3,000	-	\$3,000
Project Management & Contract Administration	\$3,000	-	\$3,000
<b>TOTALS:</b>	<b>\$24,500</b>	<b>\$16,600</b>	<b>\$41,100</b>

Note: Subs and ODCs include drilling subcontractor, traffic control subcontractor, utility locating subcontractor, lab testing, vehicle, GPS

**EXHIBIT G-2  
SUBCONSULTANT COST COMPUTATION – SUMMARY**

**TIERRA RIGHT OF WAY LTD**

<b>Labor Classification</b>	<b>Direct Billing Rate</b>	<b>Estimated Hours</b>		<b>Total</b>	<b>Total Amount</b>
<i>RFE Preparation, 2 TCE, Cert Prep</i>					
Division Director	\$ 175.00	1		\$ 175.00	
ROW Division Manager	\$ 160.00	10		\$ 1,600.00	
Project Manager	\$ 145.00	60		\$ 8,700.00	
Senior Right of Way Agent	\$ 125.00	80		\$ 10,000.00	
Right of Way Agent	\$ 110.00	0		\$ -	
Right of Way Technician	\$ 95.00	18		\$ 1,710.00	
Administration Project Coordinator	\$ 95.00	26		\$ 2,470.00	
Editor	\$ 85.00	0		\$ -	
		195			<b>\$ 24,655.00</b>
<b>Direct Reimbursables</b>					
Travel (Mileage)	Miles	\$ 0.56	250	\$ 140.00	
Travel (Lodging) Night	Night	\$ -	0	\$ -	
Travel (Meals)	Daily	\$ -	0	\$ -	
Postage	Total	\$ 7.50	8	\$ 60.00	
Toll	Each trip	\$ 7.00	0	\$ -	
Reproduction-8.5"x11"	Pages	\$ -	0	\$ -	
File Folders	Each	\$ 5.00	2	\$ 10.00	
Appraisal	2 AOS	\$ 750.00	2	\$ 1,500.00	
Appraisal Review					<b>\$ 1,710.00</b>

<b>Total Direct Salary Cost Total</b>	<b>\$ 24,655.00</b>
<b>Direct Reimbursables Total</b>	<b>\$ 1,710.00</b>
<b>Total Maximum Amount Payable</b>	<b>\$ 26,365.00</b>
<b>Task Order Total Maximum-Rounded)</b>	<b>\$ 26,365.00</b>



**EXHIBIT G-3  
SUBCONSULTANT COST COMPUTATION – SUMMARY**

**TRANSPORTATION SOLUTIONS, INC.**

Bethel/Lincoln Roundabout		01/28/2021									
Transportation Solutions Inc	ENGR VIII VLS Victor Salemman	ENGR VIII KAH Kirk Harris	ENGR V ALB Andrew Bratlien	ENGR V MLM Michelle Mach	SR. TECH MJS Mike Schaefer	Engr 1 DBH Daniel Hodun	Admin V JAB Jill Berberich				
								Task Hours	Task Cost		
Anticipate Work Elements Task(s)	\$235.00	\$ 235.00	\$ 168.50	\$ 180.00	\$155.00	\$ 105.00	\$115.00				
<b>TASK 1.0 PROJECT MANAGEMENT</b>	<b>32</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>18</b>	<b>50</b>	<b>\$ 9,590.00</b>		
Coordination	12						6				
Monthly Progress Reports and Invoices	12						12				
Public Involvement	8										
<b>TASK 2.0 CONCEPTUAL DESIGN</b>	<b>18</b>	<b>8</b>	<b>26</b>	<b>78</b>	<b>36</b>	<b>0</b>	<b>0</b>	<b>166</b>	<b>\$ 30,111.00</b>		
Data Collection/Review			2	2							
Evaluate Bethel Road Roundabout Configurations	8		8	8							
Develop 2D Geometry for Bethel Rd Configuration	8			60	24						
Evaluate and Recommend Mitchell Rd Configuration	2	8	16	8	12						
<b>30% PLANS</b>	<b>12</b>	<b>8</b>	<b>0</b>	<b>40</b>	<b>24</b>	<b>0</b>	<b>0</b>	<b>84</b>	<b>\$ 15,620.00</b>		
Review Roundabout Geometry	4			24							
Review Islands and Curbs	2			8							
Develop 30% Illumination Design	2	8			24						
Review Roundabout Details	2			4							
Peer Review Memo	2			4							



**EXHIBIT G-4  
SUBCONSULTANT COST COMPUTATION – SUMMARY**

Work Element	PM	PI	Project Archaeologist	Tech	Editor	GIS Analyst	Total Task Cost
<b>Hourly Rate</b>	<b>\$125.00</b>	<b>\$105.00</b>	<b>\$95.00</b>	<b>\$65.00</b>	<b>\$85.00</b>	<b>\$85.00</b>	
Task 1: Cultural Survey							
1.1 PM, APE	6	2	\$210.00	0	\$ -	0	\$ -
1.2 Background Review	0	0	\$ -	0	\$ -	2	\$170.00
1.3 Field Survey	2	4	420.00	12	\$780.00	0	\$ -
1.4 Post Field (Analysis, etc.)	0	0	\$ -	0	\$ -	4	\$340.00
1.5 Report Writing	2	8	840.00	0	\$ -	0	\$ -
<b>Grand Total</b>	<b>10</b>	<b>14</b>	<b>\$1,470.00</b>	<b>12</b>	<b>\$780.00</b>	<b>6</b>	<b>\$510.00</b>
							<b>\$9,460.00</b>

Direct Expenses	Rate	Units	Total
Mileage	\$0.56	200	\$112.00
Lodging			\$0.00
Per Diem			\$0.00
Ferry			\$0.00
<b>Total Director Expenses</b>			<b>\$112.00</b>
<b>Total Estimate</b>			<b>\$9,572.00</b>

**EXHIBIT G-5  
SUBCONSULTANT COST COMPUTATION – SUMMARY**

**APS, INC.  
POT-HOLING**

<b>SERVICE PROVIDED</b>	<b>COST / UNIT</b>	<b>EST. HRS/UNITS</b>	<b>TOTAL COST</b>
<b>VACCUM TRUCK (portal to portal)</b>	\$ 295.00	18	\$ 5,310.00
<b>PROJECT COORDINATION</b>	\$ 100.00	10	\$ 1,000.00
<b>TRAFFIC CONTROL PLANS</b>	\$ 125.00	1	\$ 125.00
<b>PER DIEM</b>	\$ 300.00	1	\$ 300.00
<b>SEWER LOCATES</b>	\$ 205.00	8	\$ 1,640.00
<b>PERMIT FEE (plus 10%)</b>	\$ 250.00	1	\$ 275.00
<b>FLAGGING &amp; TC (plus 10%)</b>	\$ 185.00	18	\$ 3,663.00
<b>TOTAL PROJECT ESTIMATE</b>			<b>\$ 12,313.00</b>



## **Agenda Staff Report**

Agenda Item No.: Consent Agenda 4E

Meeting Date: May 14, 2024

Subject: Approval of Special Event Street Closure:  
Port Orchard Night Markets

Prepared By: Brandy Wallace, MMC  
City Clerk

**Summary:** Staff received a special event application for the Port Orchard Night Markets, scheduled for Saturdays, July 13, August 17, and September 14, 2024. The application state's the following:

**EVENT:** Port Orchard Night Market  
**TYPE:** Vendor Fair  
**DATE:** Saturdays, ~~June 15~~, July 13, August 17, and September 14, 2024  
**TIME:** Set up at 3:00PM and Teardown by 11:00pm, open to the public from 6:00 p.m. until 10:00 p.m.  
**LOCATION:** Sidney Parkway, Parking Lot #2 between Sidney Avenue and Frederick Street  
**CLOSURE:** Frederick Street, from Bay Street/SR166 to Waterfront and Parking lot #2

\*Note: June 15<sup>th</sup> will be relocated to the Port of Bremerton parking lot, Lot 4, during City construction of lot 2.

The required notice, pursuant to POMC 5.94.050(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 and to-date, 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 is requesting closure of Frederick Avenue, from Bay Street/SR166 to the waterfront. Pursuant to Port Orchard Municipal Code 5.94.050(4), staff shall bring forward the special event application to the City council for approval when the event requires a street or highway closure.

Staff is in support of the road closure as presented and is continuing to work on the final details of the event with the applicant, ensuring the closure meets the safety and traffic control standards outlined in City, State, and Federal codes.

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

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

**Motion for consideration:** I move to approve the road closure for the Port Orchard Night Markets event, scheduled for Saturdays, July 13, August 17, and September 14, 2024, as presented.

**Fiscal Impact:** None.

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

**Attachments:** Application



## SPECIAL EVENT PERMIT APPLICATION

(PORT ORCHARD MUNICIPAL CODE 5.94 AND 5.96)

STANDARD PROCESSING FEE: \$50.00



### Event Information

Event Name:	Port Orchard Night Market				
Type of Event:	<input type="checkbox"/> Festival	<input type="checkbox"/> Walk/Run	<input type="checkbox"/> Parade	<input checked="" type="checkbox"/> Vendor Fair	<input type="checkbox"/> Concert
	<input type="checkbox"/> Block Party	<input type="checkbox"/> Other: _____			
Event or Organization Website:	www.POB.SA.com				
Description of event:	Vendor booths + food trucks. Community event.				

### Event Date and Time

Event Dates: Indicate Dates/Times OPEN to attendees			Hours: Open until closing each day		Expected Daily Attendance:
Day 1	Day: Saturday	Date: 6/15	Start Time: 6p	End Time: 10p	750
Day 2	Day: Saturday	Date: 7/13	Start Time: 6p	End Time: 10p	750
Day 3	Day: Saturday	Date: 8/17	Start Time: 6p	End Time: 10p	750
Day 4	Day: Saturday	Date: 9/14	Start Time: 6p	End Time: 10p	750
Day 5	Day:	Date:	Start Time:	End Time:	
<b>Event Setup Starts:</b>			<b>Event Take Down Complete:</b>		<b>Total Attendance:</b> (add all rows and columns)
Start Day/Date:	Start Time:	End Day/Date:	End Time:		
Event Location:	Describe the location that your event will be located at. Include street names and/or parks. Attached required map.				
Parking lot #3					



## Applicant Information\*

Sponsoring Organization Name: <b>Port Orchard Bay Street Assoc.</b>					
Do you have an active City Business License?		<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	What is your UBI number?	
Applicant Contact Name: <b>Samantha Smith</b>					
Title: <b>Events Lead</b>					
Physical Address: <b>701 Bay Street</b>			Mailing Address: (if different from street address)		
City: <b>Port Orchard</b>	State: <b>WA</b>	Zip: <b>98366</b>	City: <b>Port Orchard</b>	State: <b>WA</b>	Zip: <b>98366</b>
Phone: <b>360-271-0137</b>	Alternate Phone:		Email:		

\*Please note the applicant information provided may be shared for inquiries made on event details

## 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): <b>N/A</b>		

## 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/corps/official-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."





**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:		
Point of Contact Name:		
Phone:	Alternate Phone:	Email:

## Public Works and Police Services

Special events may require the use of public works and police officers for public safety. This may result in additional costs to the organizer. The organizer will be notified if coordination with the Public Works and Police is required.

The following are services that will be required to be charged to the organizer:

**Public Works:**

Setting up street closure signs  
Setting up barricades

**Police:**

Setting up command center on event site  
Officers providing security

Please provide who the invoice should be sent to:

Name company:		
Name:		
Address:		
Phone:	Alternate Phone:	Email:

## Parking Impacts

Have parking impacts been coordinated with neighbors (residential/business)?  Yes  No

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.

Street parking and open public still available

**Toilet facilities for events where alcohol is available**

Males		Females	
Patrons	Toilets	Urinals	Sinks
<500	3	8	2
<1,000	5	10	4
<2,000	9	15	7
<3,000	10	20	14
>5,000	12	30	20

**Toilet facilities for events where alcohol is not available**

Males		Females	
Patrons	Toilets	Urinals	Sinks
<500	1	2	2
<1,000	2	4	4
<2,000	4	8	6
<3,000	6	15	10
>5,000	8	25	17

**Restrooms**

Prove the number of restrooms that will be available to the public for your event: 3 Males 3 Females 1 Handicap

Below is an example of the estimated amounts needed per number of users recommended in the FEMA Special Events Contingency Planning: Job Aids Manual March 2005 (updated May 2010).

Will you manage your own recycling and garbage collection or will it be managed by a vendor?  
 Self-Haul:  Yes  No  
 List vendor/company, if applicable: \_\_\_\_\_

Detail your plan for waste management within the event area and surrounding neighborhood:  
 We will put in dumpster. OK'd by property owner



## Neighborhood – Business Notification

The city clerk's office shall notify the public of each special event proposed to allow citizens to provide written comments regarding how allowing the special event will impact their property, business or quality of life. The city clerk will consider any information provided and may deny the special event permit application if a showing is made of severe financial impact or other undue hardship on a citizen's property, business or quality of life.

## 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://www.wa.gov/wslcb> 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://www.kitsappublichealth.org/food-services/> or call (360) 728-2235 for information.

Will your event have any food service and/or sales?  Yes  No If yes, how many: 5

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: 5

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 Application](#)

## Garbage and Recycling

Collection Stations: How many bins are you providing as collection containers at your event?

Recycle 3

Garbage 10

These figures may be reduced for shorter duration events as follows:

Duration of event	Quantity required
More than 8 hours	100%
6-8 hours	80%
4-6 hours	75%
Less than 4 hours	70%

### Master Multi-Vendor Event License

Will your event have vendors?  Yes  No

If so, how many anticipated exhibitors/vendors will be at your event? 40

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.

### Tents

Does your event include a tent or membrane structure?  Yes  No  Not Applicable

If yes, what is the tent size: 10x10 Does the tent have sides?  Yes  No  N/A

**May be required to obtain a permit per POMC 20.200.016. Please contact Community Development (360) 874-5533.**



## Event Signage

Are you planning to put up temporary signs?  Yes  No

**POMC 20.132.290** "Temporary sign" (which may include special event sign) means any sign that is used temporarily and is not permanently mounted, painted or otherwise affixed, excluding portable signs as defined by this chapter, including any poster, banner, placard, stake sign or sign not placed in the ground with concrete or other means to provide permanent support, stability and rot prevention. Temporary signs may only be made of nondurable materials including, but not limited to, paper, corrugated board, flexible, bendable or foldable plastics, foamcore board, vinyl canvas or vinyl mesh products of less than 20-ounce fabric, vinyl canvas and vinyl mesh products without polymeric plasticizers and signs painted or drawn with water soluble paints or chalks. Signs made of any other materials shall be considered permanent and are subject to the permanent sign regulations of this chapter. Please contact the Community Development Department at (360) 874-5533 if you have questions or if you need to apply for a sign permit.

## Amplified Sound

Does your event have any amplified sound?  Yes  No

Indicate dates/time of any amplified sound below:			
Day: <i>Saturday</i>	Date: <i>Every Event</i>	Start Time: <i>6pm</i>	End Time: <i>10am</i>
Day: <i>Every Event</i>	Date:	Start Time:	End Time:
Day:	Date:	Start Time:	End Time:
Describe what sound will be amplified, and at what hours (e.g., 7:00am announcements, 8:00am background music, etc.):			
Describe what equipment will be used for amplified sound, and at what locations (show in maps):			
Describe schematics and direction of amplified sound (show in maps, attach supporting documents as needed)			

**Noise levels generated shall not be in excess of allowable levels, consistent with POMC 9.24.050. For more information please contact the Port Orchard Police Department (360) 876-1700.**

## Site Map

A site map is **required** to be submitted to include the following when applicable:

- Vendors
- Beer Garden
- Signage
- Canopies/Tents
- Public entrances and exits
- Road closures and detours
- Traffic patterns with directional arrows/routes
- Fire Lanes

- Surrounding street names
- Garbage/Recycling
- Barricades
- Food trucks
- Generators
- Cooking areas
- First Aid
- Parking
- Restrooms
- Wash stations
- If event is a run/walk, list start and stop locations and water/rest stations:

## Insurance

The sponsoring organization must submit proof of liability insurance naming the City of Port Orchard as an additional insured by endorsement. Coverage shall remain in force throughout the event. The policy shall have primary coverage limits of at least the following:

### \$1,000,000 Liability and \$1,000,000 Bodily Injury

Additional insurance may be required where alcohol is being served. Special Event Insurance for events held at city-owned facilities can be purchased at <http://eventinsurance.hubinternational.com/>.


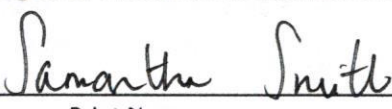
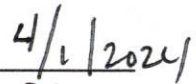
## Release

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.

Signature of President/Chair of Organization      Print Name      Date

### FOR CITY CLERK'S OFFICE USE ONLY

Date Special Event Fee Paid (\$50): \_\_\_\_\_

Receipt No.: \_\_\_\_\_

Insurance Certificate(s) Received: \_\_\_\_\_



Does event require a Master Multi-Vendor License:  Yes  No

If Yes:  \$15/day fee  \$200/monthly fee

Number of days: \_\_\_\_\_ Total Amount: \_\_\_\_\_ Date paid: \_\_\_\_\_ Receipt No.: \_\_\_\_\_

Department/Agency Routing:

Police  Public Works  Finance  Community Development  Kitsap Transit  Clerk's Office  Health District

Public Notice Dates: \_\_\_\_\_

Council Action Date: \_\_\_\_\_



## SPECIAL EVENT PERMIT APPLICATION INSTRUCTIONS

(PORT ORCHARD MUNICIPAL CODE 5.94 AND 5.96)

Thank you for your interest in holding a special event in the City of Port Orchard. This application contains information you need to apply for a special event permit. Included is a checklist designed to help you when submitting this application, and tips for a successful event.

### **What are the fees associated with a special event?**

- There is a **\$50** non-refundable administrative fee to process each application.
- If two or more vendors are engaged in public property vending, you are required to have a master multi-vendor event license. The fee is **\$15** per event day.
- Closure of Lots 3 and 4 commonly known as waterfront parking, during a weekday and excluding federal holidays, the applicant shall compensate the city for lost revenue for use of the parking lots.

### **When should the special event application be submitted to the City?**

- The application shall be filed with the city clerk's office no less than 90 calendar days, nor more than one calendar year, before the date when the proposed special event is to take place. A Special Event Reservation Form can be submitted by February 1<sup>st</sup> of each year to reserve your proposed special event, if the event was held on the same day and location as the previous year. Please note that it provides no guarantee that your event will be approved.
- **If your event requires any road closures, the application must be submitted at least 120 calendar days before the event date.**

### **What is a special event?**

A special event is defined in the Port Orchard Municipal Code (POMC) as "any organized formation of an activity proposed to occur that affects the public's ordinary use of rights-of-way or public parks, including but not limited to runs, street dances, block parties and parades".

### **Can I hold a special event in a City owned park?**



*Windows*







## **Agenda Staff Report**

Agenda Item No.: Consent Agenda 4F

Meeting Date: May 14, 2024

Subject: Approval of Special Event Street Closure:  
South Kitsap 2024 Graduation Cruise

Prepared By: Brandy Wallace, MMC  
City Clerk

**Summary:** Staff received a special event application for the South Kitsap 2024 Graduation Cruise, scheduled for Friday, June 7, 2024. The application states the following:

**EVENT:** South Kitsap High School Graduation Cruise  
**TYPE:** Car Cruise  
**DATE:** Friday, June 7, 2024  
**TIME:** Setup starts at 5:30 pm, Cruise will start at 7PM until approximately 8:30 pm  
**LOCATION:** Downtown Port Orchard Bay Street/SR166, from Harrison Ave to Port Orchard Blvd  
**CLOSURE(S):** Bay Street/SR166 from Harrison to Port Orchard Blvd, Orchard Avenue; Port Street; Frederick Street from Bay Street/SR166 to waterfront; Sidney Avenue from Bay Street /SR166 to waterfront, Port Orchard Blvd, Robert Geiger, Frederick Street from Bay St/SR166 to Prospect Street, Parts of Kitsap Street and Cline Avenue and parking lots 1, 2, and 8

The required notice, pursuant to POMC 5.94.050(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 and to-date, 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 is requesting closure of Bay Street/SR166 and several side streets. They are working with WSDOT for their approval. In the meantime, pursuant to Port Orchard Municipal Code 5.94.050(4), staff shall bring forward the special event application to the City council for approval when the event requires a street or highway closure.

Staff is in support of the highway and road closures as presented and is continuing to work on the final details of the event with the applicant, ensuring the highway and street closures are to the safety and traffic control standards outlined in City, State, and Federal codes.

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

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

**Motion for consideration:** I move to approve the road closures for the South Kitsap 2024 Graduation Cruise event, scheduled for Friday, June 7, 2024, as presented.

**Fiscal Impact:** None.

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

**Attachments:** Application, including traffic control plan



RECEIVED

FEB 16 2024

CITY OF PORT ORCHARD  
CITY CLERK'S OFFICE

### SPECIAL EVENT PERMIT APPLICATION

(PORT ORCHARD MUNICIPAL CODE 5.94 AND 5.96)

STANDARD PROCESSING FEE: \$50.00

#### Event Overview

Name of event:	South Kitsap 2024 Graduation Cruise
Location of event:	
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 <input type="checkbox"/> Block Party <input type="checkbox"/> Other: <u>Car cruise</u>
Event or Organization Website:	
Description of event:	Graduation car cruise for the graduating class of 2024 of South Kitsap High School.

#### Event Details

Set Up Starts:				Take Down Complete:		
Start Day:	Start Date:	Start Time:	End Day:	End Date:	End Time:	
Friday	6/7/2024	5:30pm	6/7/2024	Friday	9pm	
Event Dates/Times: Indicate Dates/Times OPEN to attendees				Expected Daily Attendance:		
				Participants	Spectators	volunteers/staff
Day:	Date:	Start Time:	End Time:			
Friday	6/7/2024	7pm	9pm	200	300	15 volunteers
Day:	Date:	Start Time:	End Time:			
Day:	Date:	Start Time:	End Time:			
Additional details: (attach additional pages as needed for additional days or details)						
Certified flaggers will be used at required locations. Volunteers to assist as needed.						

**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): \$ 0

**Organization Information\***

Name of Organization: SK Hype Squad					
Do you have an active City Business License? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			What is your UBI number? 605342114		
Point of Contact Name: Kimberly Shaw / Eric Worden (360-710-8025)					
Street Address: 360 Flower meadows St.			Mailing Address: (if different from street address) —		
City: Port Orchard	State: WA	Zip: 98366	City:	State:	Zip:
Phone: 360 710 8025	Alternate Phone: 360 620 8862		Email: SKhypequad@gmail.com		

\*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.

Parallel street parking will only be impacted. Marina,

Street, and Public parking are still available through

Harrison for use and transit access.

## 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

McCormick  
Village Park

Etta Turner  
Park

Rockwell Park

Paul Powers  
Park

Central Park

Givens 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):

Sidewalks will be open for public viewing and  
use to businesses. Parking lots to be utilized by  
spectators prior to event.

Street(s): Bay street between Harrison and Kitrap. Approx  
event time 60-90 mins.

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: <u>Sound Pacific Construction</u>		
Point of Contact Name: <u>Trissa White</u>		
Phone: <u>253 514 6226</u>	Alternate Phone:	Email: <u>trissa@soundpacificconst.com</u>

**Details of Closure(s):**

Street Name:	Between (cross street):	And (cross street):	Start Date:	Start Time:	End Date:	End Time:
<u>Bay St</u>	<u>Kitrap</u>	<u>Cline</u>	<u>6/7/2024</u>		<u>6/7/2024</u>	
<u>Bay St.</u>	<u>Frederick</u>	<u>Harrison</u>	<u>6/7/2024</u>		<u>6/7/2024</u>	

Additional details: (attach additional pages as needed for more streets and/or more details about use.)

## 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? Recycle <u>0</u> Garbage <u>0</u>
Will you manage your own recycling and garbage collection or will it be managed by a vendor? Self-Haul: <input type="checkbox"/> Yes <input type="checkbox"/> No List vendor/company, if applicable: _____
Detail your plan for waste management within the event area and surrounding neighborhood: <u>There is no waste anticipated for this event. Local businesses will be patronized.</u> <u>City garbage cans are available for incidental refuse.</u>



## Restrooms

Prove the number of restrooms that will be available to the public for your event: see site plan

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? 0

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.

## Tents

Does your event include a tent or membrane structure?  Yes  No  Not Applicable

If yes, what is the tent size: \_\_\_\_\_ Does the tent have sides?  Yes  No  Not applicable

*May be required to obtain a permit per POMC 20.200.016. Please contact Community Development (360) 874-5533.*

## Event Signage

Are you planning to put up temporary signs?  Yes  No

**POMC 20.132.290** "Temporary sign" (which may include special event sign) means any sign that is used temporarily and is not permanently mounted, painted or otherwise affixed, excluding portable signs as defined by this chapter, including any poster, banner, placard, stake sign or sign not placed in the ground with concrete or other means to provide permanent support, stability and rot prevention. Temporary signs may only be made of nondurable materials including, but not limited to, paper, corrugated board, flexible, bendable or foldable plastics, foamcore board, vinyl canvas or vinyl mesh products of less than 20-ounce fabric, vinyl canvas and vinyl mesh products without polymeric plasticizers and signs painted or drawn with water soluble paints or chalks. Signs made of any other materials shall be considered permanent and are subject to the permanent sign regulations of this chapter. Please contact the Community Development Department at (360) 874-5533 if you have questions or if you need to apply for a sign permit.

## Amplified Sound

Does your event have any amplified sound?  Yes  No

Indicate dates/time of any amplified sound below:			
Day: Friday	Date: 6/7/2024	Start Time:	End Time: 9 pm
Day:	Date:	Start Time:	End Time:
Day:	Date:	Start Time:	End Time:
Describe what sound will be amplified, and at what hours (e.g., 7:00am announcements, 8:00am background music, etc.): MUSIC and DJ PA / Stage at the Brick House 2nd floor DECK (714 Bay Street)			
Describe what equipment will be used for amplified sound, and at what locations (show in maps): PA / music speakers			
Describe schematics and direction of amplified sound (show in maps, attach supporting documents as needed) See site plan			

**Noise levels generated shall not be in excess of allowable levels, consistent with POMC 9.24.050. For more information please contact the Port Orchard Police Department (360) 876-1700.**

## 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 checked="" type="checkbox"/> Yes | <input type="checkbox"/> No | <input 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 type="checkbox"/> Yes            | <input type="checkbox"/> No | <input checked="" type="checkbox"/> Not applicable |
| Barricades:                 | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Not applicable            |
| First Aid:                  | <input type="checkbox"/> Yes            | <input type="checkbox"/> No | <input checked="" 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.



Signature of President/Chair of Organization

Kimberly Shaw

Print Name

2/9/2024

Date

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FOR CITY CLERK'S OFFICE USE ONLY

Date Special Event Fee Paid (\$50): \_\_\_\_\_

Receipt No.: \_\_\_\_\_

Insurance Certificate(s) Received: \_\_\_\_\_

Does event require a Master Multi-Vendor License:  Yes  No

If Yes:  \$15/day fee  \$200/monthly fee

Number of days: \_\_\_\_\_ Total Amount: \_\_\_\_\_ Date paid: \_\_\_\_\_ Receipt No.: \_\_\_\_\_

Department/Agency Routing:

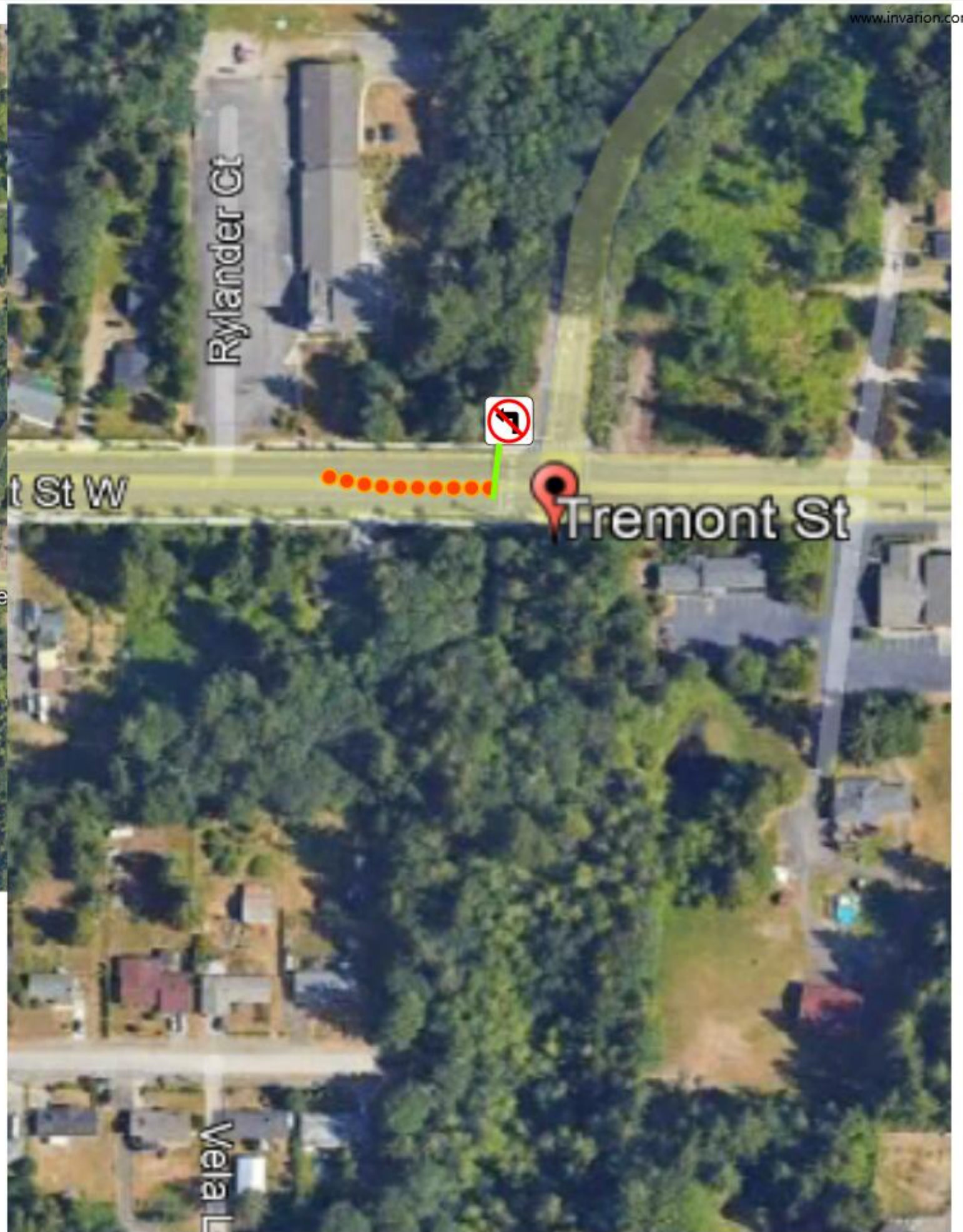
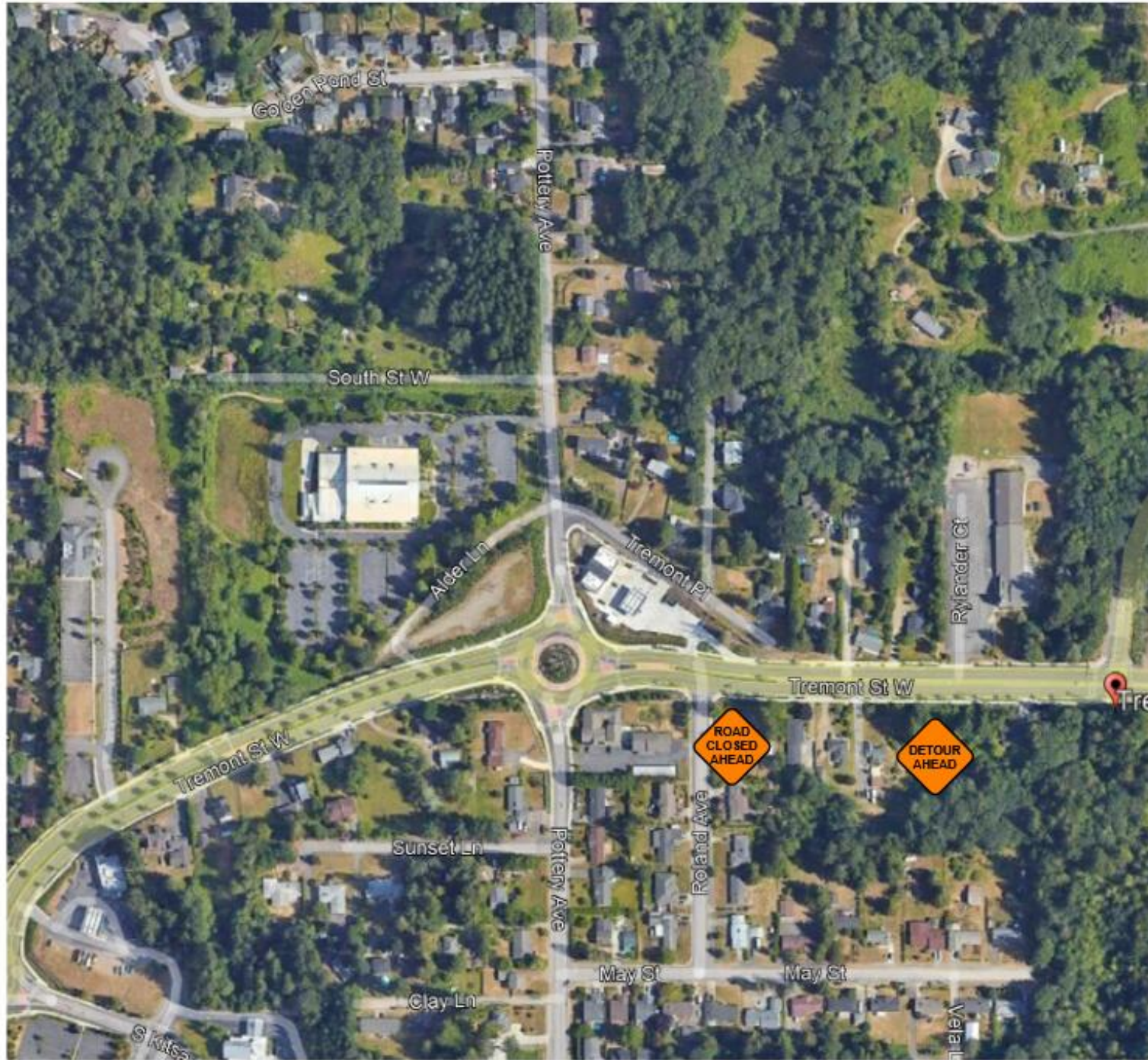
Police  Public Works  Finance  Community Development  Kitsap Transit  Clerk's Office  Health District

Public Notice Dates: \_\_\_\_\_

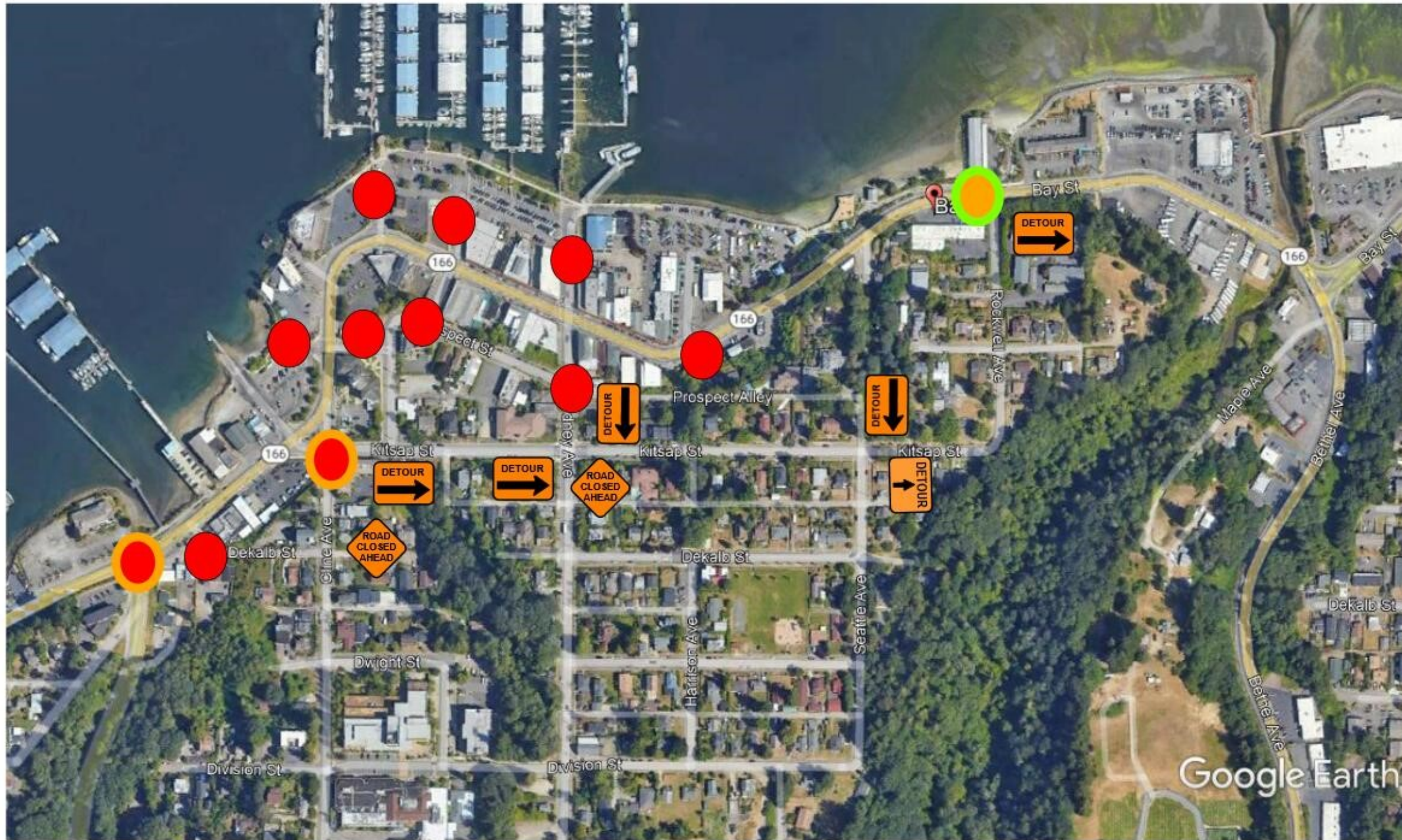
Council Action Date: \_\_\_\_\_











PAGE 1 overview of Bay St.

Plan is to have light at Sidney And Bay St, to be blacked out during parade. Volunteers will be at each road closure.

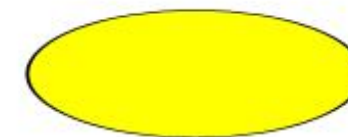
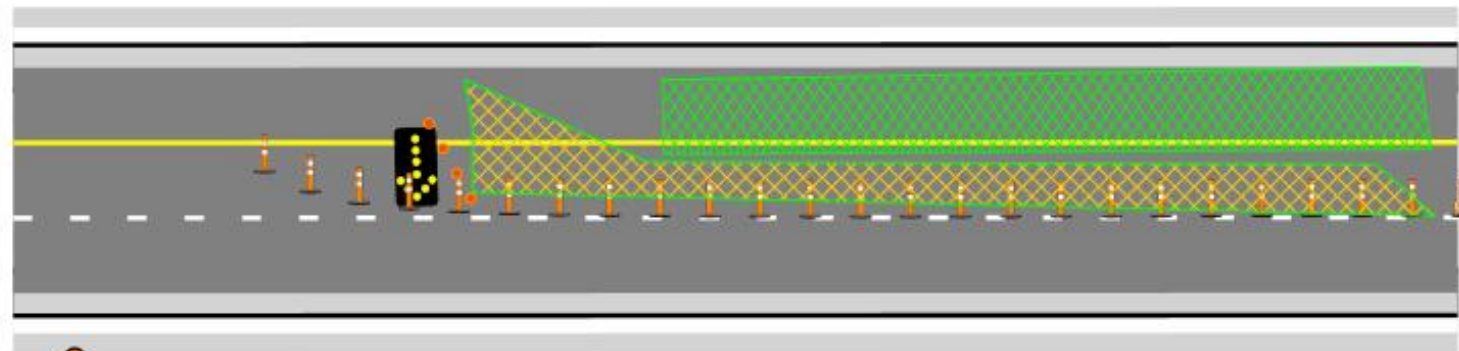




New proposed route for traffic going to Tremont







Staging Area

Extra staging

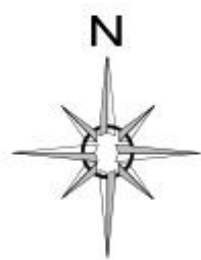
Arrow Board

PAGE 3



Staging Area Port Orchard Blvd





Added signs for Mile Hill and Bay St.  
for SK GRAD PARADE











## **Agenda Staff Report**

Agenda Item No.: Consent Agenda 4G

Meeting Date: May 14, 2024

Subject: Approval to Accept a Special Event Application  
and Waive the Submittal Timeline: Port  
Orchard Mosquito Fleet Fest

Prepared By: Brandy Wallace, MMC  
City Clerk

**Summary:** City staff received a Special Event application on April 5, 2024, for the Port Orchard Mosquito Fleet Fest, taking place on Saturday, May 25, 2024. Pursuant to POMC 5.94.030 (3), the application was received less than the required 90 days and requires Council approval to allow staff to accept and process the application. The application states the following:

- EVENT:** Port Orchard Mosquito Fleet Fest
- TYPE:** Vendor Fair
- DATE:** Saturdays May 25, 2024
- TIME:** Set up at 7:00 a.m. and open to the public at 9:00 a.m. until 5:00 p.m. with take down by 7:00 p.m.
- LOCATION:** Sidney Parkway, Parking Lot #2 between Sidney Avenue and Frederick Street
- CLOSURE:** Parking Lot #2, grassy area between Sidney Avenue and Frederick Street and Frederick Street

The required notice, pursuant to POMC 5.94.050(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 and to-date, the City has received no written concerns regarding this event taking place.

Staff and outside agencies will still need to review the application and will work towards ensuring safety measures are in place.

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

**Recommendation:** Staff supports the application, upon the event meeting the required necessary public safety and traffic control provisions.

**Motion for consideration:** I move to approve the Port Orchard Mosquito Fleet Fest application be accepted and processed by staff, as presented, and to waive POMC 5.94.030(3) for this event.

**Fiscal Impact:** None.

**Alternatives:** Not modify the time submittal requirement.

**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: Port Orchard Mosquito Fleet Fest	
Location of event: Port Orchard Marina pocket park	
Type of Event:	<input type="checkbox"/> Festival <input type="checkbox"/> Walk/Run <input type="checkbox"/> Parade <input checked="" type="checkbox"/> Vendor Fair <input type="checkbox"/> Block Party <input type="checkbox"/> Other: _____
Event or Organization Website: pobsa.com/events (Port Orchard Bay St Assoc)	
Description of event: See attached 1.A	

### 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):		

### Event Details

Set Up Starts:				Take Down Complete:		
Start Day:	Start Date:	Start Time:	End Day:	End Date:	End Time:	
Saturday	5/25/24	7:00 am	Saturday	5/25/24	7:00 pm	
Event Dates/Times: Indicate Dates/Times OPEN to attendees				Expected Daily Attendance:		
				Participants	Spectators	volunteers/staff
Day:	Date:	Start Time:	End Time:	325		4-5
Saturday	5/25/24	9:00 am	5:00 pm			
Day:	Date:	Start Time:	End Time:			
Day:	Date:	Start Time:	End Time:			
Additional details: (attach additional pages as needed for additional days or details)						

## Organization Information\*

Name of Organization: Port Orchard Bay Street Association				
Do you have an active City Business License?		<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	What is your UBI number? 602684798
Point of Contact Name: Susan Lee				
Street Address: 7115 E Van Buren St			Mailing Address: (if different from street address)	
City: Port Orchard	State: WA	Zip: 98366	City:	State: Zip:
Phone: 360.689.4057	Alternate Phone:		Email: pobsainfo@gmail.com	

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

## Alcohol

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

**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 trucks?  Yes  No If yes, how many: \_\_\_\_\_

Will your event have food booths or food vendors?  Yes  No If yes, how many: \_\_\_\_\_

## Restrooms

Prove the number of restrooms that will be available to the public for your event: See attached 1.B

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



## Garbage and Recycling

Collection Stations: How many bins are you providing as collection containers at your event?  
 Recycle 0 Garbage 0

Will you manage your own recycling and garbage collection or will it be managed by a vendor?  
 Self-Haul:  Yes  No List vendor/company, if applicable: n/a

Detail your plan for waste management within the event area and surrounding neighborhood:  
 We will use the Port Orchard Library's dumpster. See attached 3

## Amplified Sound

Does your event have any amplified sound?  Yes  No

Indicate dates/time of any amplified sound below:

Day:	Date:	Start Time:	End Time:

Describe what sound will be amplified, and at what hours (e.g., 7:00am announcements, 8:00am background music, etc.):

Describe what equipment will be used for amplified sound, and at what locations (show in maps):

Describe schematics and direction of amplified sound (show in maps, attach supporting documents as needed)

**Noise levels generated shall not be in excess of allowable levels, consistent with POMC 9.24.050. For more information please contact the Port Orchard Police Department (360) 876-1700.**

## Tents

Does your event include a tent or membrane structure?  Yes  No  Not Applicable

If yes, what is the tent size: 10x10 for the Info table Does the tent have sides?  Yes  No  Not applicable

**May be required to obtain a permit per POMC 20.204.010 please contact Community Development (360) 874-5533.**

# Use of City Right-of-Way and Parking Impacts

## Use of State Highway:

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

**For State Highway Closures (Bay Street), 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>**

**Use of Public Property (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?  Yes  No

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

**City Parks:**

- |   |   |   |  |
|---|---|---|--|
| <input type="checkbox"/> Van Zee Park     | <input type="checkbox"/> McCormick Village Park | <input type="checkbox"/> Etta Turner Park | <input type="checkbox"/> Rockwell Park |
| <input type="checkbox"/> Paul Powers Park | <input type="checkbox"/> Central Park           | <input type="checkbox"/> Givens Park      |  |

**Parking Lots:**

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

Sidewalks: n/a

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Street(s) *If requesting street closure, fill out the closure information below and provide a traffic control plan of the area impacted.*

## Traffic Control Plan:

Provide the name of the traffic control company you are using to direct traffic, manage road closures, and providing certified flaggers:

n/a

---

### Street Closure Details:

Street Name:	Between (cross street):	And (cross street):	Start Date:	Start Time:	End Date:	End Time:

Additional details: (attach additional pages as needed for more streets and/or more details about use.)

### 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)?

See attached 2A / 2B - Event maps

### Event Signage

Are you planning to put up temporary signs?  Yes  No

**POMC 20.132.290 "Temporary sign"** (which may include special event sign) means any sign that is used temporarily and is not permanently mounted, painted or otherwise affixed, excluding portable signs as defined by this chapter, including any poster, banner, placard, stake sign or sign not placed in the ground with concrete or other means to provide permanent support, stability and rot prevention. Temporary signs may only be made of nondurable materials including, but not limited to, paper, corrugated board, flexible, bendable or foldable plastics, foamcore board, vinyl canvas or vinyl mesh products of less than 20-ounce fabric, vinyl canvas and vinyl mesh products without polymeric plasticizers and signs painted or drawn with water soluble paints or chalks. Signs made of any other materials shall be considered permanent and are subject to the permanent sign regulations of this chapter. Please contact the Community Development Department at (360) 874-5533 if you have questions or if you need to apply for a sign permit.

### Vendors

Does your event indicate vendors?  Yes  No

If so, will they be selling merchandise and/ or food?  Yes  No

If so, how many anticipated exhibitors/vendors will be at your event? 15

**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 checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Not applicable
Beer Garden:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Not applicable
Signage:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Not applicable
Tents:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input 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 type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Not applicable
Traffic patterns:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" 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 type="checkbox"/> Yes	<input checked="" 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 type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" 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

## 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/).

## 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.**

	Susan M Lee	4/4/2024
Signature of President/Chair of Organization	Print Name	Date

---

### FOR CITY CLERK'S OFFICE USE ONLY

Comments received by: \_\_\_\_\_ Date \$50 Permit Fee Received: \_\_\_\_\_

Date final review sent: \_\_\_\_\_

Police  Public Works  Finance  Community Development  Kitsap Transit  Clerk's Office  Health District

Date Insurance Certificate(s) Received: \_\_\_\_\_

Does event require a Master Multi-Vendor License:  Yes  No If Yes:  \$15/day fee  \$200/monthly fee

Number of days: \_\_\_\_\_ Amount: \_\_\_\_\_ Date fee paid: \_\_\_\_\_

## Attachment 1 – Special Event Permit Application for Port Orchard Mosquito Fleet Fest 2024

### **1.A - Description of Event:**

This is a one-day curated vendor fair with a focus on artisan, vintage, and maritime items. Items must be crafted by the vendor, no commercial products. The Fair is a walk-through event at the pocket park located by the Port Orchard Marina. There is an information booth with a first-aid kit available. Adjunct event-long activities: an all-ages craft table, a waterfront/Bay Street Mosquito Fleet scavenger hunt, Mosquito Fleet historical banners, and origami sailboats distributed for the community to find.

### **1.B - Restrooms:**

This is an event where the estimated 300-350 people are expected to come and go, wandering through the Vendor area for a limited amount of time. As in the past, there are public facilities available at the Gazebo. Vendors will be given the code to the Marina restroom. Boaters have their own facilities onboard and at the Marina. Volunteers will utilize the Library's restrooms.



Attachment 2A—Special Event Permit Application for Mosquito Fleet Fest 2024  
Event map and parking



Vendors will utilize several public parking spaces (A) in the 4-hr lot between Sidney Ave and Frederick St for offloading on Saturday morning, 7:00am-8:45am. After offloading, vendors will park in Kitsap Bank’s parking lot in designated spaces (B).

Vendors will utilize several public parking spaces (A) in the 4-hr lot for break-down on Saturday evening, 6:00pm-7:30pm.


Vendor tent area (C) POBSA event booth/first aid (D) Garbage/Recycling at Library (E)


See Attachment 2B for detailed event map




Attachment 2B—Special Event Permit Application for Mosquito Fleet Fest 2024  
 Detailed event map



 Vendor canopy, non-cooking

 Event Information booth, first aid

 Vendor offload area



April 1, 2024

Dear City of Port Orchard:

The POBSA "Mosquito Fleet " is authorized to use the Library dumpster and recycling bin for the duration of the event on 5/25/2024 to collect the refuse placed in the POBSA receptacles located near the vendors.

Sincerely,

*Kathleen Wilson*

Kathleen Wilson

South Kitsap Regional Manager



## **Agenda Staff Report**

Agenda Item No.: Consent Agenda 4H

Meeting Date: May 14, 2024

Subject: Approval of an Agreement with Kitsap  
County for the Placement of NEST Kits  
within City Facilities

Prepared By: Matt Brown  
Chief of Police

**Summary:** This Agreement permits the Kitsap County Department of Emergency Management to place NEST kits within City facilities. NEST kits contain supplies and materials such as batteries, sanitation products, medical supplies, and other items that can be used in the event of a major emergency.

The City has identified two locations where the kits will be placed; the siting of the kits will not interfere with City operations.

**Recommendation:** Staff recommends the Council approve the Mayor to sign the Agreement with Kitsap County Department of Emergency Management for the placement of NEST kits on City property.

**Relationship to Comprehensive Plan:** None.

**Motion for consideration:** "I move to authorize the Mayor to sign the Agreement between the City and Kitsap County for the placement of NEST kits on City property."

**Fiscal Impact:** None.

**Alternatives:** Decline to sign the Agreement and provide alternative guidance.

**Attachments:** Agreement

**KC-  
PORT ORCHARD USE AGREEMENT**

THIS PORT ORCHARD USE AGREEMENT (“Agreement”) is between Kitsap County, a Washington state political subdivision (“County”) and the City of Port Orchard, a Washington state municipal corporation (“City”).

WHEREAS, pursuant to RCW 39.34.080 one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which each public agency entering into the contract is authorized by law to perform.

WHEREAS, the Kitsap County Department of Emergency Management (“DEM”) is in need of a location for emergency management training and storage purposes, conduct other activities in the event of an actual emergency, and such other activities deemed appropriate by the parties (collectively “Emergency Services”).

WHEREAS, the City has access and control over two structures located at 1535 Vivian Ct, Port Orchard and 2061 Sidney Ave, Port Orchard (collectively “Property”) which would be appropriate for the provision of Emergency Services.

WHEREAS, the City is willing to make the Property available to DEM for Emergency Services as it such use will further its mission to and provide additional resources in the event of an emergency.

WHEREAS, the County and City desire to execute this Agreement for the use of the Property subject to the terms and conditions of this Agreement.

**AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing recitals which are incorporated herein by reference, and the terms and conditions set forth below, the parties agree as follows:

1. **PURPOSE.** To work cooperatively to provide additional emergency training and resources in an effort to promote a more effective, efficient response, whatever the crisis.
2. **ORGANIZATION.** No separate legal or administrative entity is created by this Agreement nor do the Parties intend to create through this Agreement a separate legal or administrative entity subject to suit.
3. **ADMINISTRATOR.** Each party will be responsible for administering this Agreement on their own behalf. The parties will meet as needed for the purpose of reviewing and discussing the operations and performance of the Services and the assigned Navigator. Neither party is intending to assume responsibility or liability for the actions, or failures to act, of the other party and/or their respective employees.
4. **EFFECTIVE DATE/DURATION.** This Agreement shall be effective on October 1, 2023, and remain in effective until terminated. Prior to its entry into force, this Agreement shall be filed

with the Kitsap County Auditor's Office or, alternatively, listed by subject on the web site or other electronically retrievable public source in compliance with RCW 39.34.040.

5. TERMINATION. Either party may terminate this Agreement with 30-days prior notice to the other party.
6. RESPONSIBILITIES
  - A. The City agrees to make the Property available for use by DEM for Emergency Services, which will include use and access to rooms, storage, room equipment (e.g., table, chairs, etc.), bathrooms, parking lot, Wi-Fi, and open areas on the Property (collectively "Use").
  - B. DEM may store NEST Kits on the Property at a location agreed to by the Parties. Use of the Property for storage purposes will be perpetual.
  - C. Use of the Property for training purposes will be arranged with prior notice to the executive director.
  - D. DEM will carry out all Use on the Property in such a manner that will not unreasonably interfere with the City's normal use and operation of the Property and will clean up the Property and dispose of any trash generated by DEM Use.
  - E. When possible, DEM will obtain a mission number prior to its Use of the Property.
  - F. The City will provide DEM reasonable access to the Property to provide Emergency Services.
7. COMPENSATION. No fees will be charged to Kitsap for the facilities and use of the Property.
8. PROPERTY. The parties do not anticipate the acquisition of property for the performance of this Agreement and any property acquired by a party during this Agreement shall be held by and remain the property of the acquiring party.
9. INDEPENDENT CAPACITY. The employees and agents of each party who are engaged in the performance of this Agreement will continue to be the employees or agents of that party and will not be considered, for any purpose, to be employees or agents of the other party to this Agreement. Neither party will have the authority to bind the other nor control the employees, agents or contractors of the other party to this Agreement. All rights, duties and obligations of a party will remain with that party.
10. NOTICE. All notices will be delivered in writing to the Contract Administrator for the other party. Notice mailed by regular post (including first class) shall be deemed to have been given on the third business day following the date of mailing, if properly mailed and addressed. For all types of mail, the postmark affixed by the United States Postal Service shall be conclusive evidence of the date of mailing. The Contract Administrators are identified below. The administrators may be changed with notice to the other party.



<b>DEM Contract Administrator</b>	<b>City Contract Administrator</b>
Jan Glarum, DEM Director 8900 Imperial Way SW Bremerton, WA 98312 (360) 900-8556 jglarum@kitsap.gov	Robert Putaansuu, Mayor 216 Prospect Street Port Orchard, WA 98366 (360) 876-4407 cityhall@portorchardwa.gov

11. **INDEMNIFICATION.** To the extent not covered by a mission number, each party shall indemnify, defend, and hold harmless the other parties, and the other parties' officers, employees, and agents from any and all complaints, losses, claims, damages, attorneys' fees, or costs for wrongful and/or negligent acts or omissions of the party and/or its officers, employees, agents or volunteer relating to or arising out of this Agreement. Nothing in this Agreement is intended to waive any defense under Title 51 RCW.
12. **INSURANCE.** Each party shall maintain in good standing during the term of this Agreement adequate general liability insurance to protect against losses and risks arising out of or related to the Services provided under this Agreement in such amounts as are prudent and customary for the jurisdiction.
13. **NONDISCRIMINATION.** No party will discriminate against any person on the basis of race, color, creed, religion, national origin, age, sex, marital status, sexual orientation, veteran status, disability, or other circumstance prohibited by federal, state, or local law, and shall comply with Title VI of the Civil Rights Act of 1964, P. L. 88-354 and Americans with Disabilities Act of 1990 in the performance of this Agreement.
14. **COMPLIANCE WITH LAWS.** During the term of this Agreement, each party shall comply with all applicable laws, rules, and regulations pertaining to them in connection with the activities covered in the Agreement, including without limitation applicable regulations of the Washington Department of Labor and Industries, including WA-DOSH Safety Regulations, and all relevant state and federal workplace safety requirements.
15. **IMPLIED CONTRACT TERMS.** Each provision of law and any terms required by law to be in the Agreement are made a part of the Agreement as if fully stated in it.
16. **PUBLIC RECORDS ACT.** Notwithstanding any provisions of this Agreement to the contrary, to the extent any record, including any electronic, audio, paper or other media, is required to be kept or indexed as a public record in accordance with Washington state law, each party agrees to maintain all records constituting public records and to produce or assist the other party in producing such records, within the time frames and parameters set forth in state law.
17. **NO JOINT VENTURE.** Nothing contained in this Agreement shall be construed as creating any type or manner of partnership, joint venture, or other joint enterprise between the parties.

18. SEVERABILITY. The provisions of this Agreement are severable. Any term or condition of this Agreement or application thereof deemed to be illegal, invalid or unenforceable, in whole or in part, shall not affect any other terms or conditions of the Agreement and the parties' rights and obligations will be construed and enforced as if the Agreement did not contain the particular provision.
19. SURVIVAL. Those provisions of the Agreement that by their sense and purpose should survive expiration or termination of the Agreement shall so survive. Those provisions include, without limitation, the respective responsibilities of each party and indemnification.
20. HEADINGS. Headings of this Agreement are for convenience only and shall not affect the interpretation of this Agreement.
21. ENTIRE AGREEMENT. The parties acknowledge the Agreement is the product of negotiation between the parties and represents the entire agreement of the parties with respect to its subject matter. All previous agreements and representations, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded by the Agreement.
22. AMENDMENT. This Agreement may be amended from time to time as deemed appropriate by the parties, provided, any such amendment will not become effective unless written and signed by both parties to this Agreement with the same formality as this Agreement.
23. DISCLAIMER. Nothing in this Agreement will be construed in any manner that would limit a party's authority or powers under law.
24. NO THIRD-PARTY BENEFICIARIES. This Agreement is intended to be solely between the parties. Nothing in this Agreement will be construed as giving any benefits, rights, remedies, or claims to any other person, firm, corporation, or other entity including, without limitation, the public or any member thereof, or to authorize anyone not a party to this Agreement to maintain a suit for breach of contract, personal injuries, property damage, or any other relief in law or equity in connection with this Agreement.
25. ASSIGNMENT. The rights or obligations under this Agreement, and any claims arising thereunder, are not assignable or delegable by any party, without the prior written consent of the parties. Any attempt to assign this Agreement in violation of this provision shall be void and constitute a default in this Agreement.
26. NO WAIVER. A failure by any party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party.
27. GOVERNING LAW, VENUE, FEES. The Agreement will be governed in all respects by the

laws of the State of Washington, both as to interpretation and performance, without regard to conflicts of law or choice of law provisions. Any action arising out of or in connection with the Agreement may be instituted and maintained only in a court of competent jurisdiction in Kitsap County, Washington or as provided by RCW 36.01.050. Should any party bring any legal action, each party in such action shall bear the cost of its own attorney's fees and court costs.

- 28. COUNTERPARTS, ELECTRONIC SIGNATURE. The Agreement may be executed in several counterparts, each of which will be deemed an original, but all of which together will constitute one and the same agreement. A facsimile, email, or other electronically delivered signatures of the parties shall be deemed to constitute original signatures and deemed to constitute duplicate originals.
- 29. AUTHORIZATION. Any authorizations, actions required or permitted to be taken, and any document required or permitted to be executed under this Agreement will be taken or executed only by a duly authorized representative of the party. Each party warrants and represents to the other that the person signing below has been properly authorized and empowered to execute this Agreement on behalf of the party for whom they sign.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2024.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2024.

PORT ORCHARD

KITSAP COUNTY

\_\_\_\_\_  
ROBERT PUTAANSUU, Mayor

\_\_\_\_\_  
JAN GLARUM, Director  
Emergency Management Department

ATTEST:

\_\_\_\_\_  
BRANDY WALLACE, City Clerk

**DATED** or **ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2024.

**BOARD OF COUNTY COMMISSIONERS  
KITSAP COUNTY, WASHINGTON**

\_\_\_\_\_  
**KATHERINE T. WALTERS**, Chair

\_\_\_\_\_  
**CHRISTINE ROLFES**, Commissioner

\_\_\_\_\_  
**CHARLOTTE GARRIDO**, Commissioner

ATTEST:

\_\_\_\_\_  
Dana Daniels, Clerk of the Board



**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	Present
Councilmember Fenton	Present
Councilmember Morrissey	Present
Councilmember Rosapepe	Present
Councilmember Trenary	Present
Councilmember Worden	Present
Mayor Putaansuu	Present

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

The meeting streamed live on YouTube.

**A. PLEDGE OF ALLEGIANCE (Time Stamp 00:33)**

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

**2. APPROVAL OF AGENDA (Time Stamp: 00:57)**

**MOTION:** By Councilmember Morrissey, seconded by Councilmember Rosapepe, to move Consent Agenda 4C Approval of Amendment No. 5 to Contract No. 002-21 with AtWork! Commercial Enterprise, LLC for Tremont Landscaping Maintenance, and Consent Agenda 4D Approval of Amendment No. 5 to Contract No. 007-21 with AtWork! Commercial Enterprise, LLC for Various Areas Landscaping Maintenance, to Business 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 02:20)**

There were no citizen comments.

### **4. CONSENT AGENDA (Time Stamp: 03:34)**

- A. Approval of Voucher Nos. 87547 through 84583 including bank drafts in the amount of \$158,211.41 and EFT's in the amount of \$2,058,481.53 totaling \$2,216,692.94.
- B. Approval of Payroll Check Nos. 87539 through 87546 including bank drafts and EFT's in the amount of \$314,090.38 and Direct Deposits in the amount of \$273,572.76 totaling \$587,663.14.
- ~~C. Approval of Amendment No. 5 to Contract No. 002-21 with AtWork! Commercial Enterprise, LLC for Tremont Landscaping Maintenance~~
- ~~D. Approval of Amendment No. 5 to Contract No. 007-21 with AtWork! Commercial Enterprise, LLC for Various Areas Landscaping Maintenance~~
- E. Approval of Road Closures for a Special Event: The Unforgotten: Run to Tahoma
- F. Approval of the March 19, 2024, City Council Work Study Minutes

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

**The motion carried.**

### **5. PRESENTATION**

There were no presentations.

### **6. PUBLIC HEARING**

There were no public hearings.

### **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 (Time Stamp 03:12)**

**MOTION:** By Councilmember Trenary, seconded by Councilmember Fenton, to adopt a resolution authorizing the purchase of furniture for the City Hall Renovations Project from vendor One Workspace.

**The motion carried.**

**(Resolution No. 019-24 and Purchase Order No. 019-24)**

- B. Adoption of a Resolution Certifying Emergency Situation and Waiving Procurement for Repair Work for Marina Pump Station Improvement Project (Time Stamp 08:25)**



**MOTION:** By Councilmember Fenton, seconded by Councilmember Rosapepe, 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.

**The motion carried.  
(Resolution No. 020-24)**

**C. Approval of the March 26, 2024, City Council Regular Meeting Minutes (Time Stamp 18:05)**

**MOTION:** By Councilmember Rosapepe, seconded by Councilmember Trenary, to approve the minutes as presented.

**The motion carried. Councilmember Diener abstained.**

**D. Approval of Amendment No. 5 to Contract No. 002-21 with AtWork! Commercial Enterprise, LLC for Tremont Landscaping Maintenance (Time Stamp 18:46)**

**MOTION:** By Councilmember Rosapepe, seconded by Councilmember Diener, to authorize the Mayor to execute Amendment No. 5 to Agreement No. C002-21 with AtWork! Commercial Enterprise, LLC for Tremont Landscaping Maintenance.

**The motion carried.**

**E. Approval of Amendment No. 5 to Contract No. 007-21 with AtWork! Commercial Enterprise, LLC for Various Areas Landscaping Maintenance (Time Stamp 30:58)**

**MOTION:** By Councilmember Trenary, seconded by Councilmember Morrissey, to authorize the Mayor to execute Amendment No. 5 to Agreement No. C007-21 with AtWork! Commercial Enterprise, LLC for Various Areas Landscaping Maintenance.

**The motion carried.**

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

**A. Parks (Time Stamp 32:14)**

Community Development Director Bond provided a presentation, City of Port Orchard Parks Planning, which included department roles, the Comprehensive Plan-Parks Element, Parks-Recreation and Open Space Plan 2022 (PROS Plan), Park Impact Fees, Parks Projects-Near Term, Park Grants Received, Park Grant Applications, Parks Impact Fee Credit Agreements, McCormick Village Park Phase 3, McCormick West Multi-Model Trails, St. Andrews Multi-Modal Pathway, Sidney Road Apartments-Park Dedication, Parks Projects-Long Term, Ruby Creek Regional Park, Johnson Creek Estuary, Etta Turner Park Expansion, and Mitchell Point (Westbay Center).

Public Works Director Ryan provided a presentation, City Parks, which included an introduction, Clayton Park (Central Park) at 915 Dwight Street, Etta Turner Park at 1327 Bay Street, Dekalb Pier at 469 Bay Street, Givens Park at 1025 Tacoma Avenue, Van Zee Park at 300 Tremont Street, Rockwell Park and Bay Street Pedestrian Path at 1011 Bay Street, Paul Powers Junior Park at 2035 Sidney Avenue, McCormick Village Park at 3201 SW Old Clifton Road, Level of Service and Conclusion.

#### **B. 2023 Annual Impact Fee Report (Time Stamp 1:21:30)**

Community Development Director Bond stated 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 report from the South Kitsap School District shows that in 2023, they collected \$550,286.54 in City impact fee revenue.

Additionally, Community Development Director Bond spoke about the timeframe for impact fee dollars, park and transportation impact fees, 10-year tracking and park impact fee projects.

#### **9. REPORTS OF COUNCIL COMMITTEES (Time Stamp 1:28:23)**

Councilmember Morrissey reported on the April 8<sup>th</sup> Economic Development and Tourism Committee meeting.

Councilmember Rosapepe reported on the April 9<sup>th</sup> Utilities Committee meeting. The next meeting is scheduled for May 8<sup>th</sup>.

#### **10. REPORT OF THE MAYOR (Time Stamp: 1:33:19)**

The Mayor reported on:

- Council Retreat.
- McCormick Woods speed bump survey.
- State of the City presentation.
- SR166/Bethel Avenue roundabout.
- In accordance with Resolution 007-11 'Establishing a Process for Future Amendments to the City's Personnel Policies and Procedures, he reported on a change to the footnote for vacation rollovers.
- Community Service Day.
- Read a portion of minutes from 50, 75, and 95 years ago.

#### **11. REPORT OF DEPARTMENT HEADS (Time Stamp 1:38:54)**

Community Development Director Bond spoke about the City's reporting on development activity to the Office of Financial Management (OFM) from April 1, 2023, through March 31, 2024.

City Attorney Archer spoke to a US Supreme Court case regarding elected officials and their social media accounts.

Deputy Police Chief Brandon said they are moving back into the police department at City Hall and a new officer started yesterday.

## **12. CITIZEN COMMENTS ON ANY ITEM (Time Stamp 1:46:56)**

Ken Kambich voiced his concerns with the City's process of installing speed humps on Marymac Drive and his concerns with the speed humps.

## **13. CITY COUNCIL GOOD OF THE ORDER (Time Stamp: 1:50:04)**

Councilmember Chang said he was asked to put in an application to join Kitsap Community Resources and asked if any other Councilmember would be interested in applying. After a brief discussion, no other Councilmember would be applying at this time.

Councilmember Fenton reported on the last Coffee with the Council.

Councilmember Worden spoke about a little library that was installed in his neighborhood and thanked staff for downtown pressure washing.

## **14. EXECUTIVE SESSION**

There was no executive session.

## **15. ADJOURNMENT**

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

**The motion carried.**

The meeting adjourned at 8:25 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

# Basin 7 Sewer Infrastructure

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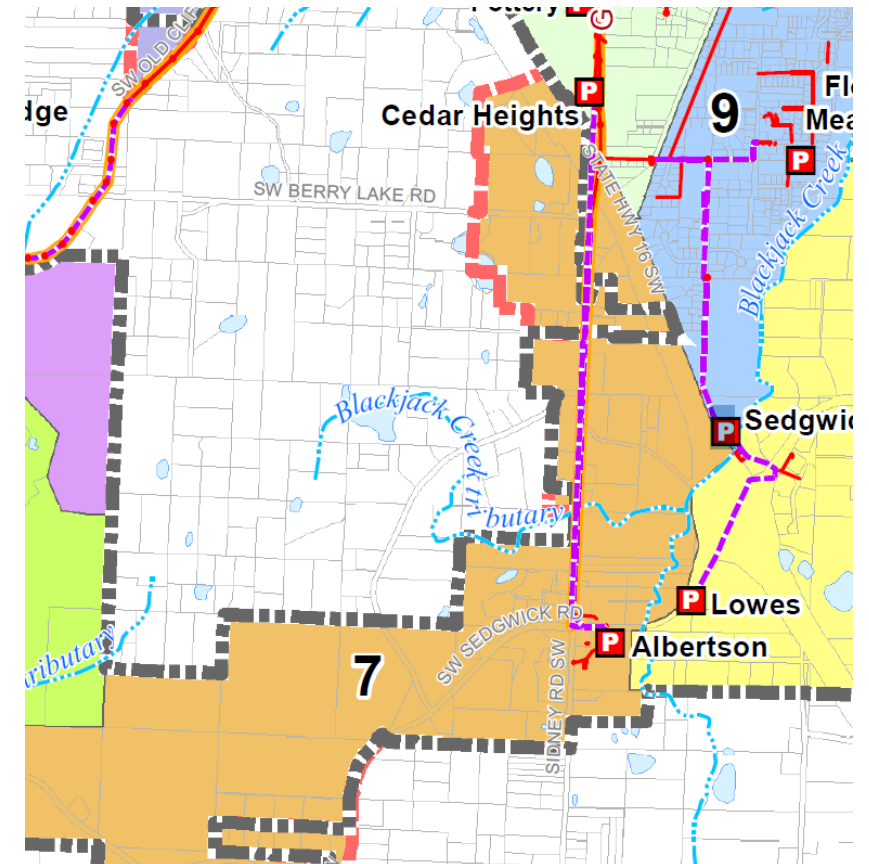
Providing Sewer Service in the Ruby Creek Basin

Nicholas Bond, AICP

May 14, 2024

# Sewer Basin 7 at Annexation

- The City annexed most of sewer basin 7 (the Ruby Creek basin) between 2005 and 2009. Annexation occurred piecemeal through multiple petitions.
- Until very recently, basin 7 was served exclusively by the Albertson's lift station and a 6" force main (purple line). Sewage in the 6" force main pumped north to the Cedar Heights lift station. Gravity sewers had only been extended from the Albertson's lift station into the adjacent Sidney Road SW right-of-way (red line).
- Several developments in the area from around the time that these areas were annexed had been allowed to connect private grinder pumps directly to the sewer force main, a practice that is no longer allowed under state law.
- Since 2005, there has been extensive interest in developing the area, but sewer availability has made development infeasible.

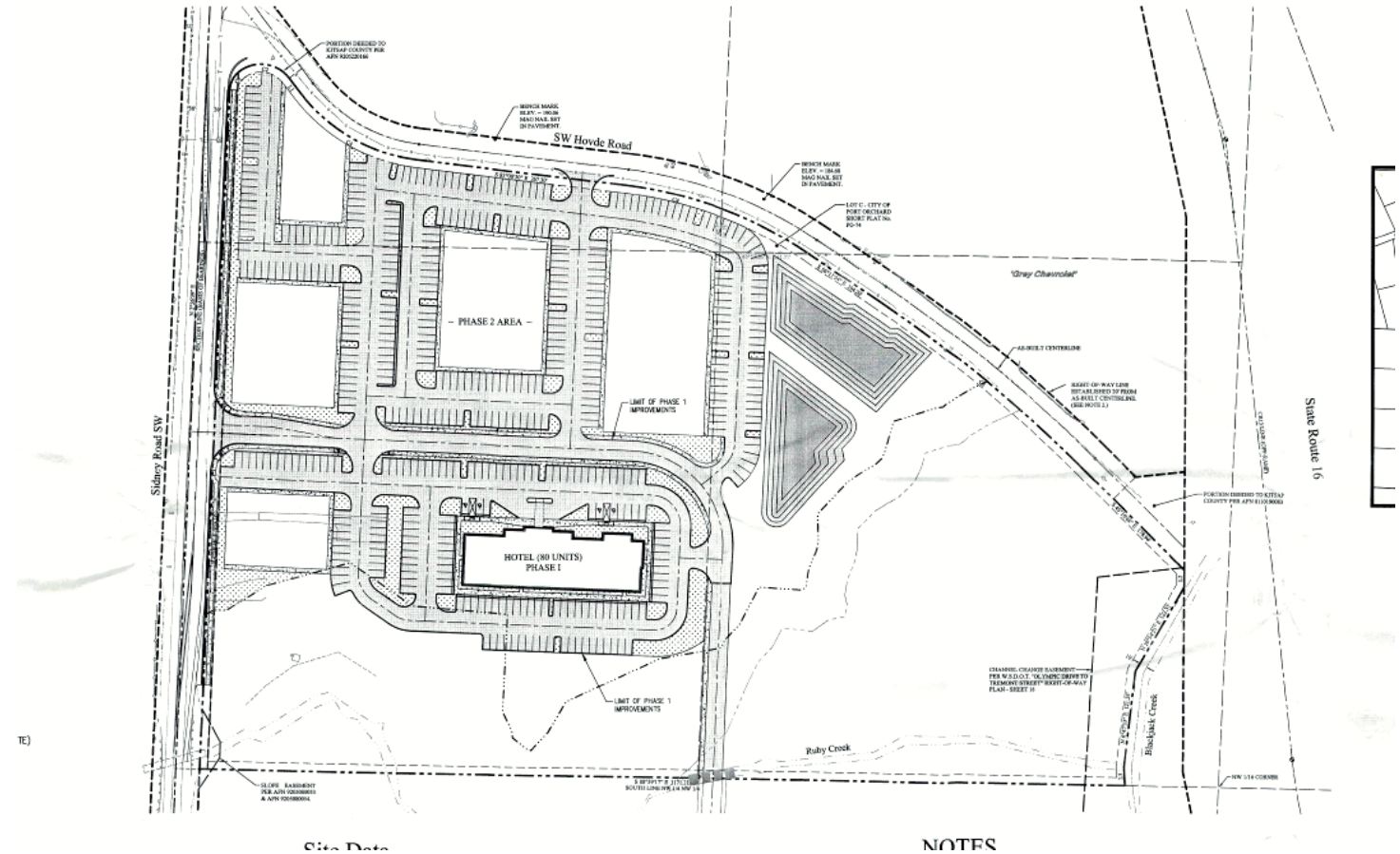




# Tallman Property

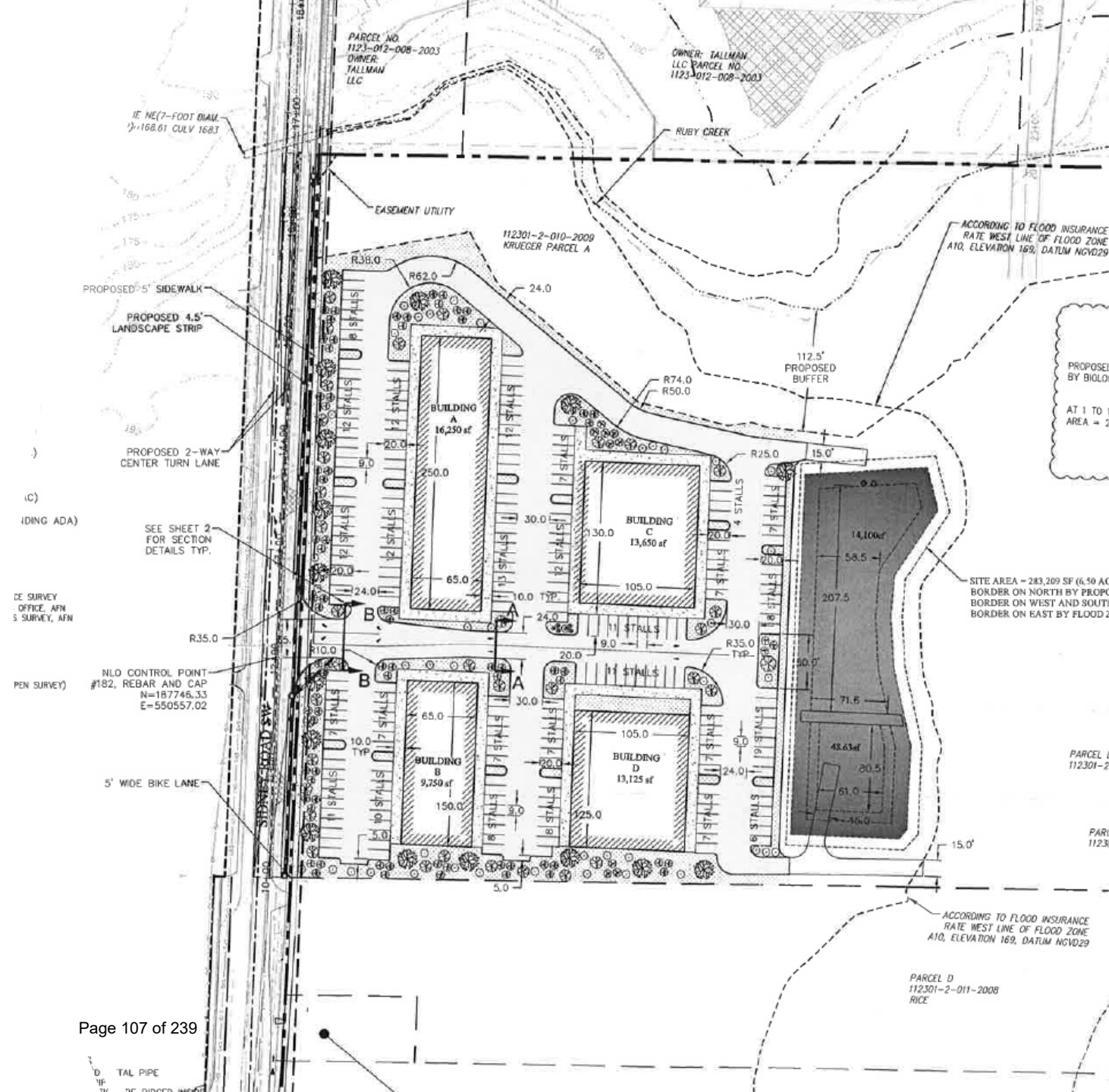
- Pre-application meeting 2010 – proposed retail/hotel
- SDAP issued for retail/hotel in 2010 with plans for onsite gravity sewer despite there being no gravity sewer available in Sidney Road SW to serve the property
- Constructed stormwater pond in anticipation of future development but did not construct other improvements.
- WA Supreme Court strikes down stormwater vesting – Snohomish County v. Pollution Control Hearings Board (2016)
- Permit expired in 2016

## TALLMAN SIDNEY ROAD COMMERCIAL CENTER SITE DEVELOPMENT ACTIVITY PERMIT PORT ORCHARD, WASHINGTON



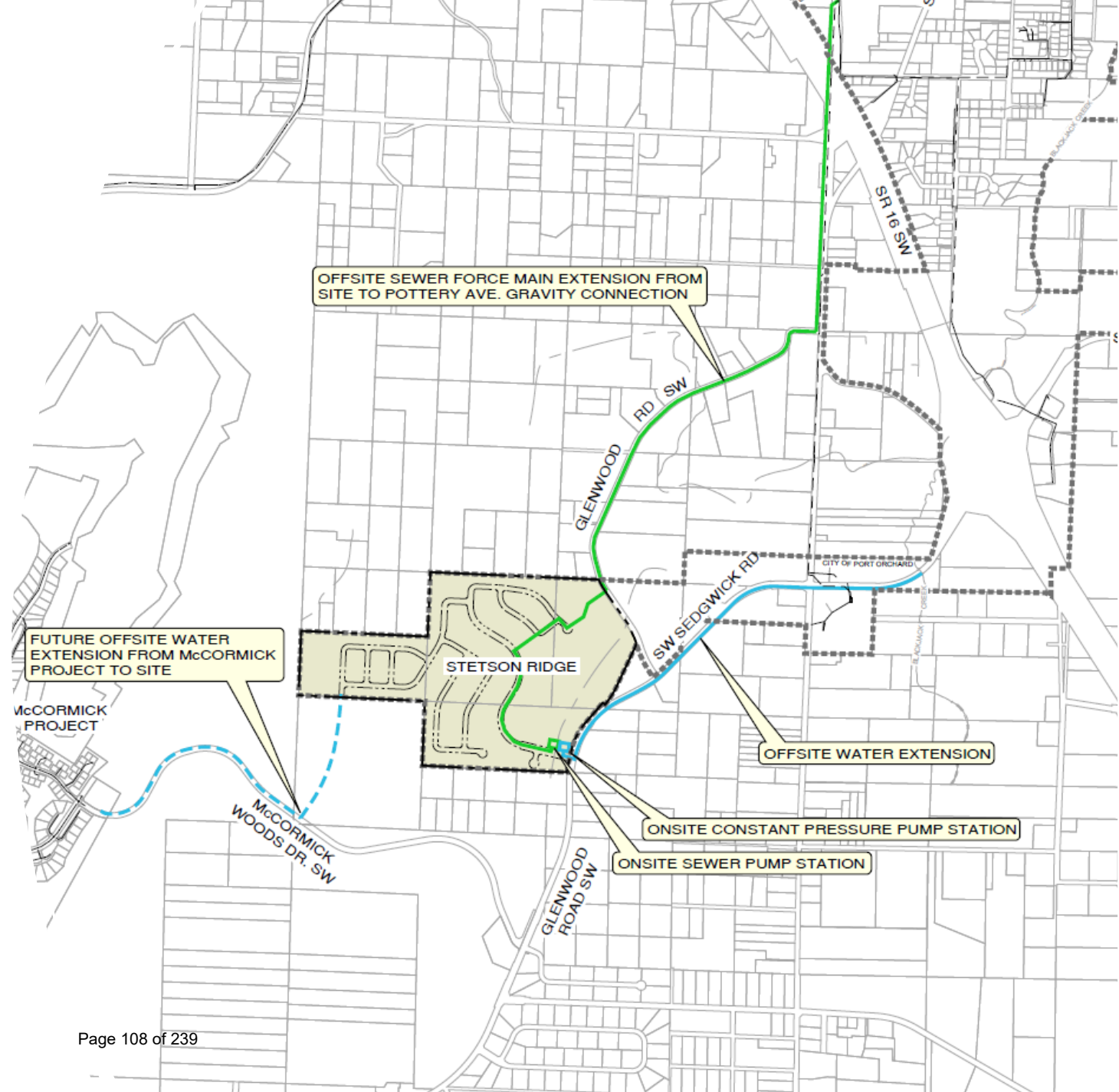
# Krueger Property

- Pre-application meeting 2014
- SDAP issued 2014 – Proposed to tie in to force main in Sidney Road SW with grinder pumps
- SDAP expired 2019
- Property sold to Kitsap Transit



# Stetson Heights Version 1 – 2007

- Initial application for Preliminary Plat filed in 2007
- The initial project proposed a sewer lift station and proposed extending sewer down Glenwood through a rural area.
- The applicant had asked the City not to process the application and it stayed in a pending status until 2014.
- In 2014, the City and the owner agreed (C025-14) that the 2007 application was abandoned and that they applicant would file a new application.





# Stetson Heights Version 2 – 2014

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- Preliminary plats issued for Stetson Heights and Stetson Ridge
- Preliminary plat for Stetson Heights required upgrades to Albertson's Lift Station in accordance with the 2014 BHC Engineering memo. A new lift station was preferable, but the City did not own the land needed for a facility and referred to the basin as a future planning area in the sewer general plan.
- Multiple LDAP permits issued between 2018 and 2021.
  - LDAP 20-006 included approval of Albertson's lift station improvements
  - Lift station expanded with in-line storage and larger pumps to meet needs of Stetson Heights/Ridge.
- All final plats for Stetson Heights have been approved. Stetson Ridge is under construction.



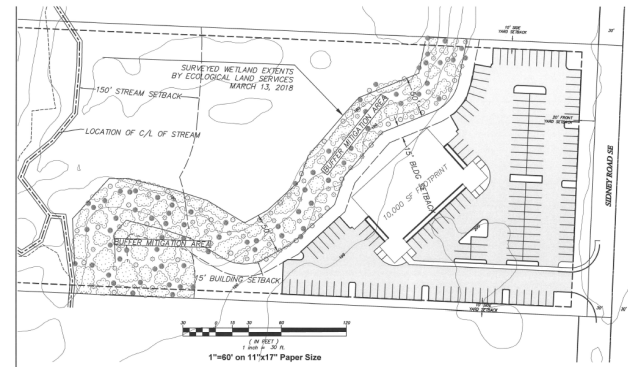
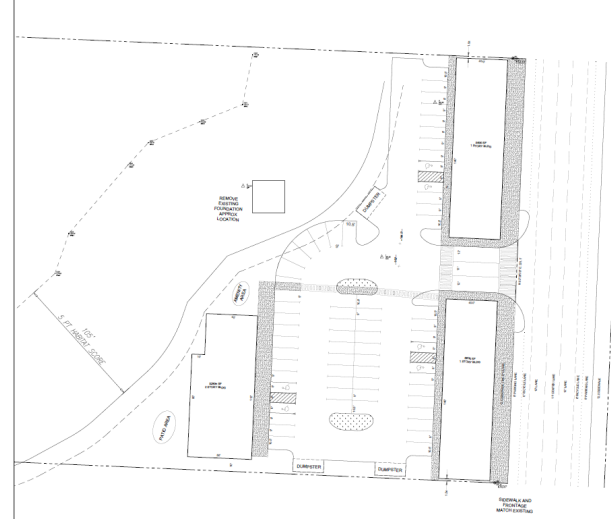






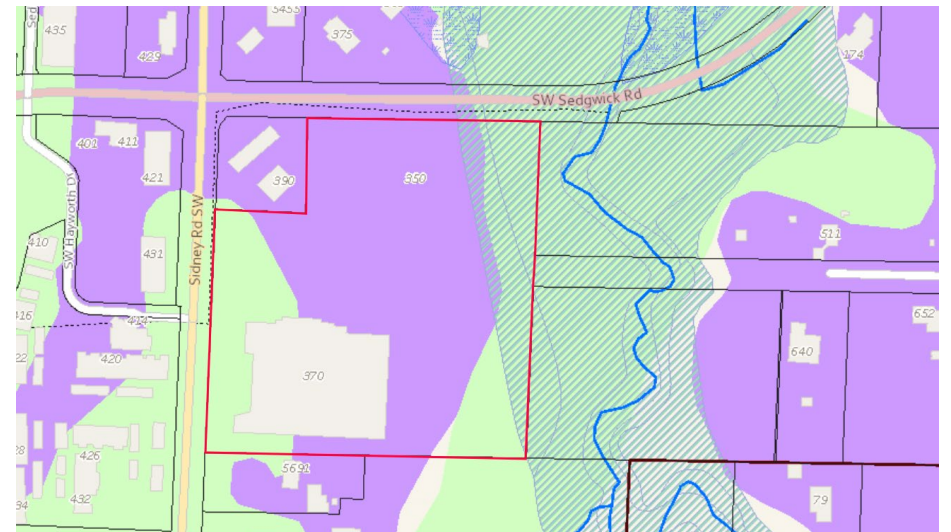
# Disney and Associates Site

- Preapplication meeting 2020
  - Property Sold
- Preapplication Meeting 2022
- Proposed Development Agreement in 2023 on hold waiting for sewer improvements.



# Lack of Sewer Contributes to Development Project Inaction

- Each of these projects (except Stetson Heights) was too small to shoulder the burden of constructing regional facilities for the basin.
- Expanding the Albertson's Lift Station was determined to be infeasible.
  - Albertson's corporate was unresponsive.
  - Critical areas constraints to the north, south, and east of the existing facility limited options for expansion.
  - Expanding west would have required drive access relocation.
  - City has small easement for L/S
- Stetson Heights was able to expand the Albertson's facility by installing larger pumps and by constructing in-line storage in an existing easement. Facility is now at maximum capacity.
- WAC 197-240-104 prohibits domestic sewage facilities (e.g. grinder pumps) unless they are owned and maintained by a city.



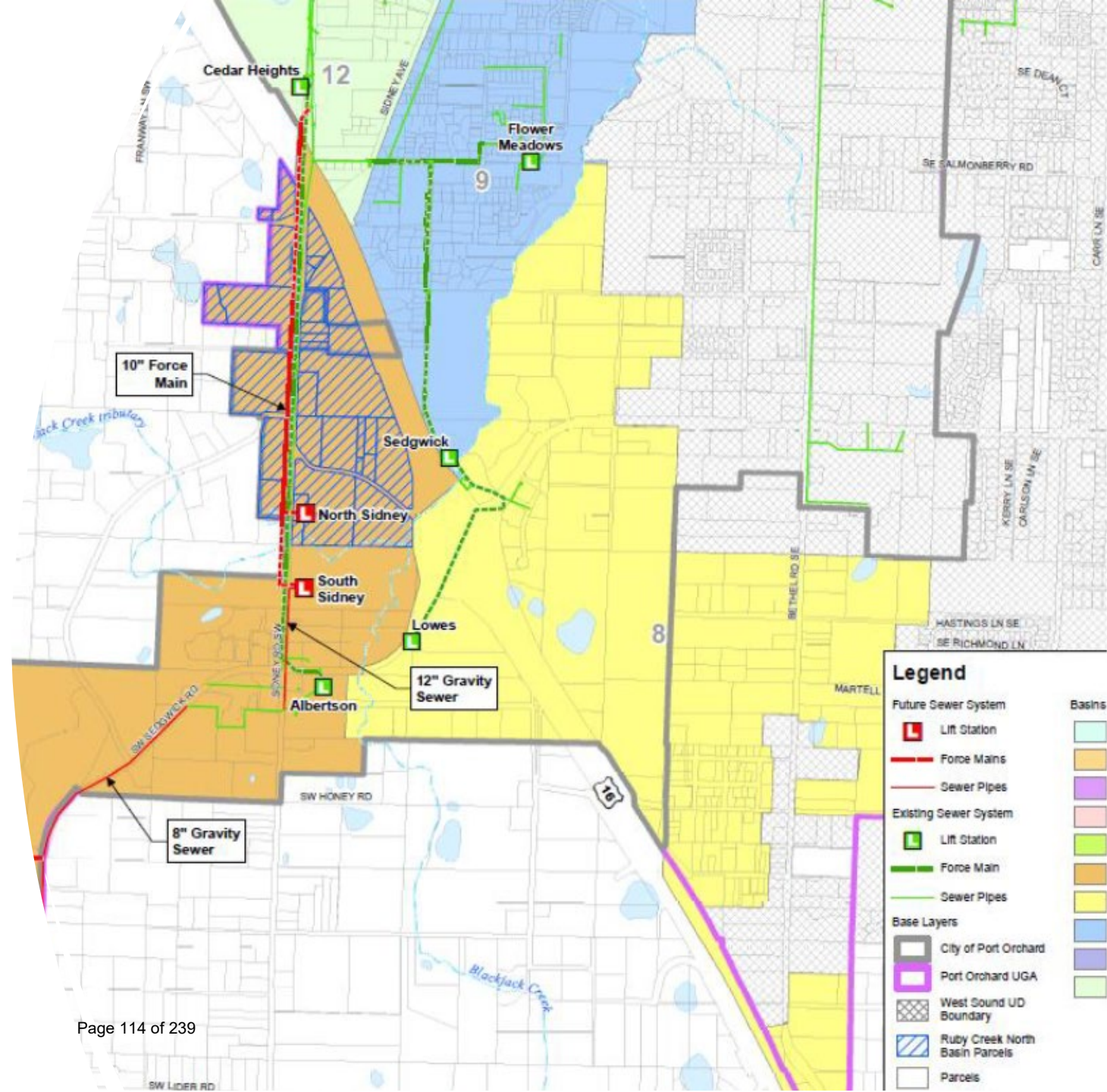
# 2019 Basin 7 Meeting with Stakeholders

- City staff and the City's engineering consultants met with project engineers for multiple developers in 2019 to develop a plan for Basin 7.
- The City was encouraging these stakeholders to work together to create a solution for the entire basin rather than approaching the lack of sewer capacity in the area independently.
- The ideal location would have required land from Krueger or Tallman.
- Extending a gravity sewer across Ruby Creek appeared to be infeasible due to culvert depth and roadway elevation meaning that sub basins and multiple lift stations were required.
- Gravity sewer along Sidney from Ruby Creek to Albertson's was too shallow.
- Stakeholders had different ideas about timing and cost sharing, but clear direction came from the meeting in terms of needed facilities for Basin 7.



# Basin 7 Plan

- Basin 7 was broken into North and South sub-basins
  - Ruby Creek North Lift Station
  - Ruby Creek South Lift Station.
- The need for a 2<sup>nd</sup> 10" force main was identified to be connected to the Ruby Creek South Lift Station.
- The existing 6" force main would serve the Ruby Creek North Basin
- The existing 8" gravity line flowing to Albertsons from Stetson Height/McCormick East would be intercepted and rerouted to the Ruby Creek South Lift Station.





# Basin 7 Plan

- Sidney North and South Lift Stations, 2<sup>nd</sup> force main included in General Sewer Plan and City Comprehensive Plan.
- All projects are 100% CFC (growth) funded.
- The City either needs to build these projects with the CFC revenue collected or get developers to build the projects in exchange for CFC credits per POMC 13.04.040.

Table 7-1

\*\* Dependent on the scope of the upgrade

City of Port Orchard				
Sewer System Capital Improvement Plan				
Project	Description	Cost Estimate	% CFC	Financing
1	Marina Pump Station	13,000,000	50	CFC / rates
2	Bay Street Pump Station	1,300,000	25	CFC/ rates
3	McCormick Pump Station 2	4,500,000	100	CFC
4	Eagle Crest Generator Set	300,000	0	rates
5	Albertson's Pump Station Upgrade	**	0	developer
SA	Bravo Terrace Lift Station and Force Main	5,000,000	75	CFC
SB	South Sidney Lift Station	2,500,000	100	CFC
SC	North Sidney Lift Station	2,500,000	100	CFC
SD	Sidney 2nd Force Main	1,600,000	100	CFC
6	McCormick Woods Pump Station 3	1,000,000	100	CFC
7	Bay Street W Main Replacement 20-1 and Frederick to Orchard	\$1,500,000	0	rates
<b>Total CIP</b>		<b>33,200,000</b>		

# Ruby Creek Subarea Plan

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- Adopted September 22, 2020.
- Provides for urban center along Sidney Road SW.
- Provides for a park and ride and regional park in the neighborhood.
- Plan implementation depends on the completion of the Sidney Road SW north and south lift station projects.





# Ruby Creek North Sub-Basin

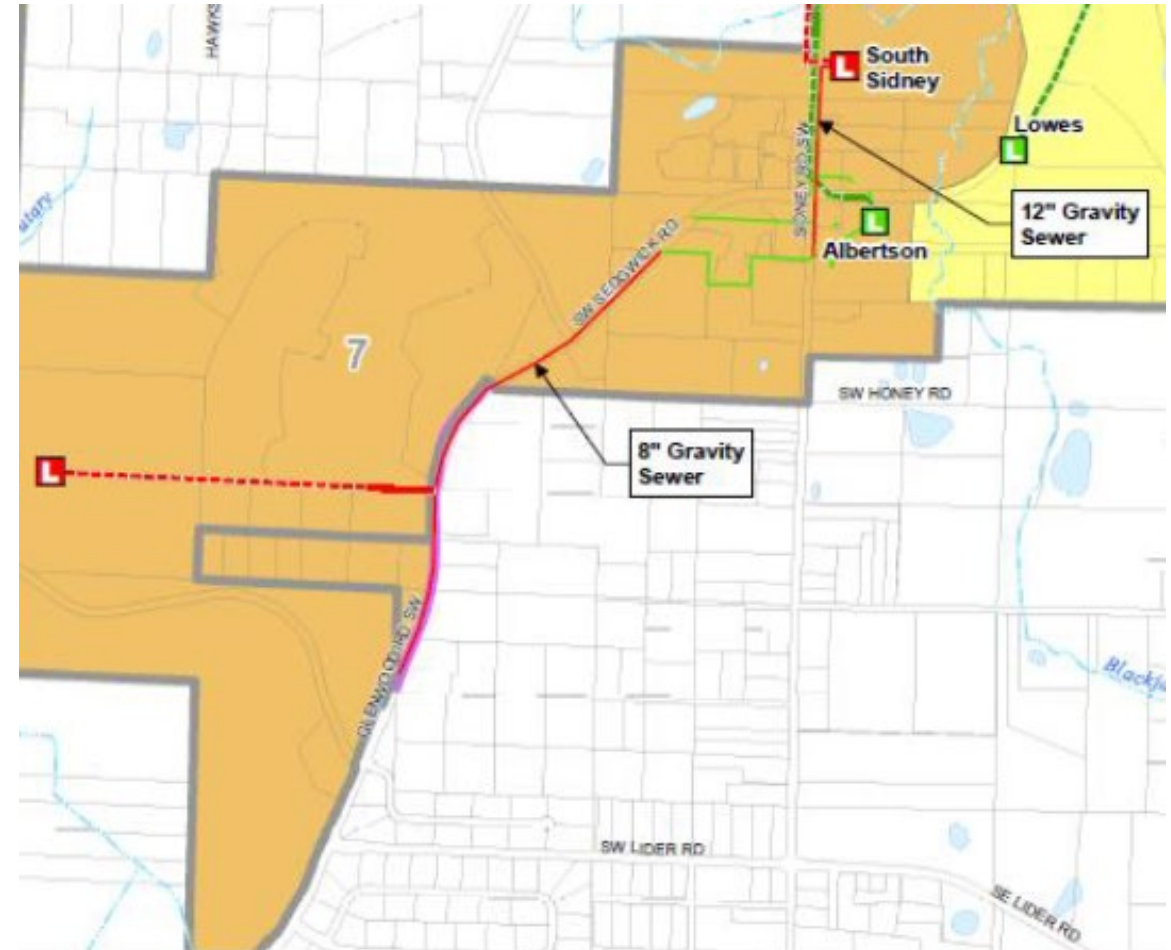
- Haven Apartments – Tarragon purchased the Tallman site to build 216 Apartments.
- Tarragon constructs the Ruby Creek North Lift Station and receives sewer general facility fee (GFF) credit totaling \$1,750,000 against the \$1,841,000 in GFF fees owed to the city in accordance with POMC 13.04.040. See Contract C063-21.
- Tarragon submitted and the city accepted certified construction costs showing that the facility cost \$3,079,122 to construct. See Resolution 027-23.
- This facility is connected to the 6” force main and serves areas between Cedar Heights Middle School and Ruby Creek.
- There is capacity in the lift station to serve future development and the facility is expandable.
- Gravity Sewer needs to be extended north from the intersection of Hovde Rd. and Sidney Rd. SW





# Ruby Creek South Sub-Basin

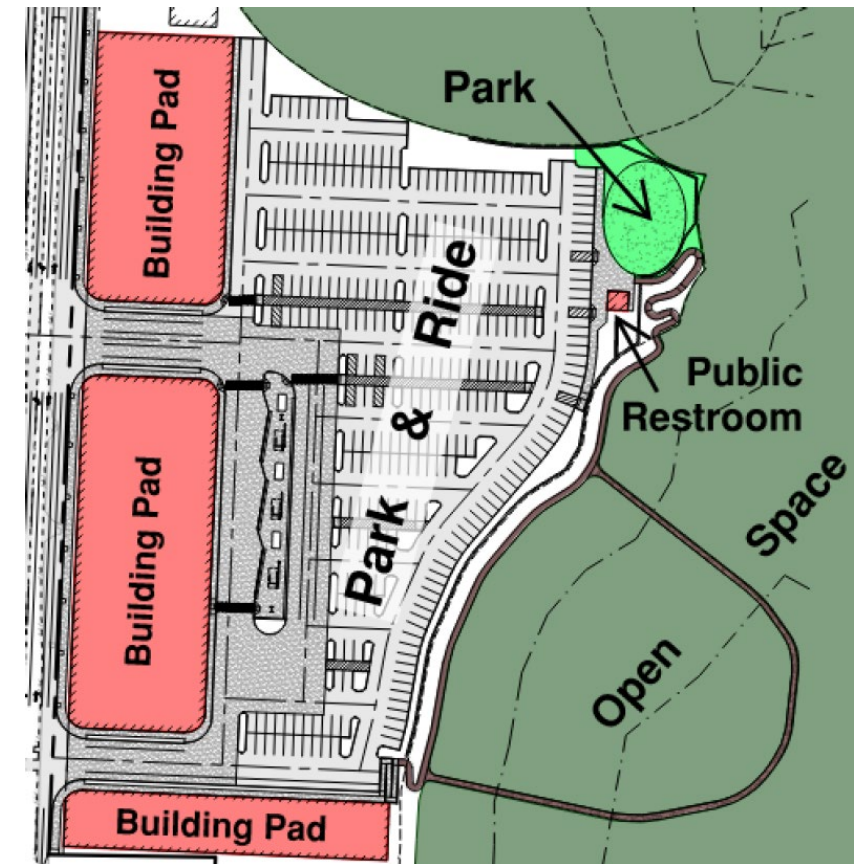
- A lift station is needed in the south basin to serve:
  - Neighborhood core mixed use buildings (200-300 units of housing and 60,000 square feet of ground floor retail)
  - Disney commercial development site (+/-200 ERUs)
  - Port Orchard mixed-use retail site (40-50 units of housing and 20,000 square feet of retail/restaurant use)
  - McCormick East development (approximately 500 units of housing plus potential neighborhood commercial development)
  - Kitsap Transit Park and Ride Restrooms
  - Connecting existing grinder pump systems for the retail uses and apartments north of Sedgwick to the new gravity sewer (about 200 ERUs)
- The new lift station will intercept the sewage from Stetson Heights/Ridge which is currently handled by the Albertsons lift station.





# Kitsap Transit Park and Ride – Ruby Creek South Lift Station Project

- Kitsap Transit acquired the Krueger Property.
- Pursuant to the Ruby Creek Subarea Plan, only the east portions of the site can be used for a park and ride. The plan requires mixed-use development along Sidney Road SW.
- Sewer improvements are needed to serve public restrooms for the Park and Ride, Regional Park, and Mixed-Use pads.
- Kitsap Transit is required to construct frontage improvements including sewer improvements in Sidney Road SW.
- Kitsap Transit has offered to pay for the design of the lift station to ensure that its public restrooms can be operated and to make the mixed-use development pads usable. See contract C102-23.
- The City is using its on-call consultant to complete pre-design for the project. A consultant selection is scheduled to complete the lift station engineering.
- Kitsap Transit is entitled to either a sewer general facility fee credit or a latecomer agreement if they build the lift station.





# Questions



## **Agenda Staff Report**

Agenda Item No.: Business Item 7A

Meeting Date: May 14, 2024

Subject: Adoption of an Ordinance Amending  
POMC Title 20.200, Construction Code,  
to Reflect Updates to the State Building  
Code

Prepared By: Nick Bond  
Charlotte Archer

**Summary:** The Washington State Building Code Council (Code Council) periodically recommends and adopts uniform codes of statewide applicability, collectively referred to as the State Building Code. Consistent with this authority, in 2023, the Code Council approved the adoption of the 2021 versions of the codes comprising the State Building Code, with an effective date of March 15, 2024. The City Council adopted Ordinance No. 013-23 to make a corresponding update to the City's Construction Code, which adopts by reference the most recent iteration of the State Building Code. Staff has identified additional amendments necessary to the City's Local Amendments to the State Building Code, codified at Port Orchard Municipal Code Sections 20.200.012, et seq. These amendments are necessary to match the State Building Code and are, in the opinion of the City's Building Official Angela Garcia, appropriate for implementation of the State Building Code in the City.

**Recommendation:** Staff recommends that the City Council adopt an Ordinance amending POMC Chapter 20.200 to reflect updates to the State Building Code.

**Relationship to Comprehensive Plan:** Chapters 2 and 3, Land Use and Housing

**Motion for consideration:** I move to adopt an Ordinance amending POMC Chapter 20.200 to reflect recent changes in the State Building Code.

**Fiscal Impact:** None expected.

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

**Attachments:** Ordinance  
Redline of Code Amended

**ORDINANCE NO. \*\*-24**

**AN ORDINANCE OF THE CITY OF PORT ORCHARD, WASHINGTON, PERTAINING TO THE CITY CONSTRUCTION CODE; AMENDING CHAPTER 20.200, CITY CONSTRUCTION CODE, OF THE PORT ORCHARD MUNICIPAL CODE TO CONFORM WITH UPDATES TO THE STATE BUILDING CODE UNDER CHAPTER 19.27 OF THE REVISED CODE OF WASHINGTON AND THE REVISED WASHINGTON STATE BUILDING CODE ACT; ADOPTING THE CURRENT STATE BUILDING CODES; PROVIDING FOR SEVERABILITY AND CORRECTIONS; AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, the Washington State Building Code Council (Code Council) periodically recommends and adopts uniform codes of statewide applicability, collectively referred to as the State Building Code; and

**WHEREAS**, the Washington state legislature has updated Chapter 19.27 of the Revised Code of Washington (RCW), the Washington State Building Code Act, to adopt the 2021 versions of the State Building Code; and

**WHEREAS**, by Ordinance No. 013-23, the City of Port Orchard adopted by reference the State Building Codes as required by state law, to locally enforce said rules for the health, safety, and welfare of the public, with an effective date of July 1, 2023, consistent with state direction at the time of adoption; and

**WHEREAS**, following the adoption of Ordinance No. 013-23, the State Building Code Council exercised its delegated authority to delay the implementation of the State Building Code multiple times, and accordingly the City Council amended the effective date of Ordinance No. 013-23 in Ordinance No. 015-23 and Ordinance No. 028-23, setting the final effective date of March 15, 2023; and

**WHEREAS**, the City has identified necessary local amendments of the City's Construction Code so that the existing local amendments are consistent with the 2021 versions of the Washington State Building Code; and

**WHEREAS**, the SEPA Responsible Official for the City determined that adoption of this ordinance is categorically exempt from environmental review as a procedural action under WAC 197-11-800(20);

**WHEREAS**, the City Council finds it in the best interests of the City and consistent with the City's Comprehensive Plan and associated regulations to enact this ordinance; now therefore

**THE CITY COUNCIL OF THE CITY OF PORT ORCHARD, WASHINGTON, DOES ORDAIN AS FOLLOWS:**



**SECTION 1. Amendment.** Section 20.200.012, Local amendments of International Building Code, is hereby amended in part to read as follows:

**20.200.012 Local amendments of International Building Code.**

\*\*\*

(4) IBC Section 111.1 is amended to read as follows:

111.1 Use and Occupancy.

A. A building or structure shall not be used or occupied in whole or in part, and a change in the existing use or occupancy classification of a building or structure or portion thereof shall not be made, until the building official has issued a certificate of occupancy therefor as provided herein. Issuance of a certificate of occupancy shall not be construed as an approval of a violation of the provisions of this code or of other ordinances of the jurisdiction. Certificates presuming to give authority to violate or cancel the provisions of this code or other ordinances of the jurisdiction shall not be valid.

Exception: Certificates of occupancy are not required for work exempt from permits in accordance with Section 105.2.

B. When a building is constructed with future tenant spaces to be finished or occupied at a later date, a shell only certificate of occupancy shall be issued. A separate tenant improvement permit is required for each tenant space prior to any tenant occupancy.

C. A certificate of occupancy shall be required prior to occupancy when there is a change in tenant whether or not construction or alterations are performed or proposed and regardless of the use or occupancy classification.

Exceptions:

1. R-3 occupancies.
2. Group U occupancies.
3. Individual dwelling units of R-1 and R-2 occupancies.
4. Individual rental units of mini-storage buildings with S occupancy classification.

5. A second business in the same location as another tenant with the same use classification which already has a Certificate of Occupancy for the space.

6. Individual business license holders within a space with a current Certificate of Occupancy.

7. A business that changes ownership but does not change location, business name, use, or make any structural changes. The new owner is required to provide ownership and business license information to the Department of Community Development Permit Center. An updated certificate will be issued to the new owner.

8. A business that changes its name but does not change location, ownership, use, or make any structural changes. The owner is required to provide updated business license information showing the name change to the Department of Community Development Permit Center. An updated certificate will be issued with the new business name.

D. When a Certificate of Occupancy is required, or a business's ownership or name is changed, an application shall be submitted to the Department of Community Development Permit Center using the applicable city form, along with supporting documentation as required. The fee shall be as adopted under the city's current fee schedule resolution.

(5) IBC 903.2.1.1 is hereby adopted to read as follows:

903.2.1.1 Group A-I. An automatic sprinkler system shall be provided for Group A-I occupancies where one of the following conditions exists:

An automatic sprinkler system shall be provided throughout stories containing Group A-1 occupancies and throughout all stories from the Group A-1 occupancy to and including the levels of exit discharge serving that occupancy where one of the following conditions exists:

1. The fire area exceeds 10,000 square feet (929 m<sup>2</sup>);
2. The fire area has an occupant load of 300 or more;
3. The fire area is located on a floor other than the level of exit discharge; or

4. The fire area contains a multi theater complex.

(6) IBC Section 903.2.1.3 is hereby adopted to read as follows:

903.2.1.3 Group A-3.

An automatic sprinkler system shall be provided throughout stories containing Group A-3 occupancies and throughout all stories from the Group A-3 occupancy to and including the levels of exit discharge serving that occupancy where one of the following conditions exists:

1. The fire area exceeds 10,000 square feet (929 m<sup>2</sup>);
2. The fire area has an occupant load of 300 or more; or
3. The fire area is located on a floor other than the level of exit discharge.

Exception: For fixed guideway transit and passenger rail system stations, an automatic sprinkler system shall be provided in accordance with Section 3116.

(7) IBC Section 903.2.1.4 is hereby adopted to read as follows:

903.2.1.4 Group A-4. An automatic sprinkler system shall be provided for Group A-4 occupancies where one of the following conditions exists:

An automatic sprinkler system shall be provided throughout stories containing Group A-4 occupancies and throughout all stories from the Group A-4 occupancy to and including the levels of exit discharge serving that occupancy where one of the following conditions exists:

1. The fire area exceeds 10,000 square feet (929 m<sup>2</sup>);
2. The fire area has an occupant load of 300 or more; or
3. The fire area is located on a floor other than the level of exit discharge.

(8) IBC Section 903.2.13 is hereby adopted to read as follows:

903.2.13 Group B. An automatic sprinkler system shall be provided for Group B

occupancies where the fire area exceeds 10,000 square feet.

(9) IBC Section 903.2.4 is hereby adopted to read as follows:

903.2.4 Group F. An automatic sprinkler system shall be provided throughout all buildings containing Group F occupancy where one of the following conditions exists:

1. Where a Group F fire area exceeds 10,000 square feet (929 m<sup>2</sup>);
2. Where a Group F fire area is located more than three stories above grade plane.
3. The combined area of all Group F-1 fire areas on all floors, including any mezzanines, exceeds 24,000 square feet (2,230 m<sup>2</sup>).

(10) IBC Section 903.2.7 is hereby adopted to read as follows:

903.2.7 Group M. An automatic sprinkler system shall be provided throughout buildings containing a Group M occupancy where one of the following conditions exists:

1. Where a Group M fire area exceeds 10,000 square feet (929 m<sup>2</sup>);
2. Where a Group M fire area is located more than three stories above grade plane.
3. The combined area of all Group M fire areas on all floors, including any mezzanines, exceeds 24,000 square feet (2,230 m<sup>2</sup>).

(11) 903.2.9 Group S-1 is hereby adopted to read as follows:

An automatic sprinkler system shall be provided throughout all buildings containing a Group S-1 occupancy where one of the following conditions exists:

1. A Group S-1 fire area exceeds 10,000 square feet (929 m<sup>2</sup>).
2. A Group S-1 fire area is located more than three stories above grade plane.
3. The combined area of all Group S-1 fire areas on all floors, including any mezzanines exceeds 24,000 square feet (2,230 m<sup>2</sup>).



**SECTION 2. Amendment.** Section 20.200.014, Local amendments of International Residential Code, is hereby amended in part to read as follows:

**20.200.014 Local amendments of International Residential Code.**

(1) IRC Section 101.1 is amended as follows:

101.1 Title. These regulations shall be known as the Port Orchard Residential Code for One- and Two-Family dwellings and will be referred to herein as “this code.”

(2) IRC Section 105.2, entitled “Work exempt from permit,” subsection “Building:” is hereby amended to read as follows:

Building:

(1) Other than *storm shelters*, one-story detached accessory structures, provided that the floor area does not exceed 200 square feet (18.58 m<sup>2</sup>).

(2) Fences not over 6 feet (2,134 mm) high.

(3) Retaining walls that are not over 4 feet (1,219 mm) in height measured from the bottom of the footing to the top of the wall, unless supporting a surcharge.

(4) Water tanks supported directly upon grade if the capacity does not exceed 5,000 gallons (18,927 L) and the ratio of height to diameter or width does not exceed 2 to 1.

(5) Sidewalks and driveways.

(6) Painting, papering, tiling, carpeting, cabinets, counter tops and similar finish work.

(7) Prefabricated swimming pools that are less than 24 inches (610 mm) deep.

(8) Swings and other playground equipment.

(9) Window awnings supported by an exterior wall that do not project more than 54 inches (1,372 mm) from the exterior wall and do not require additional support.

(10) Decks not exceeding 200 square feet (18.58 m<sup>2</sup>) in area, that are not more than 30 inches (762 mm) above grade at any point, are not attached to a dwelling and do not serve the exit door required by Section R311.4.

(11) Roof covering replacement (re-roofing) provided the roof area does not exceed 2,100 square feet (21 squares) and further provided the existing sheathing remains in place and no structural work is performed.

(12) Residential siding replacement providing the area does not exceed 1,000 square feet and further provided the existing sheathing remains in place and no structural work is performed.

The remainder of Section 105.2 remains unamended.

(3) IRC Table R301.2(1) is hereby amended by adding the following into the corresponding table blanks:

(i) Ground Snow Load = 25 lbs psf

(ii) Wind Speed = 110 mph

Topographic Effects = No

Special Wind Region = No

Wind-Born Debris Zone = No

(iii) Seismic Design Category = D2

(iv) Weathering = Moderate

(v) Frost Line Depth = 12 inches

(vi) Termite = Slight to Moderate

(vii) Decay = Moderate to Severe

(ix) Winter Design Temp = 26

(x) Ice Shield Underlayment Required = No

(xi) Flood Hazards = (a) 1980, (b) 1980

(xii) Air Freezing Index = 148

(xiii) Mean Annual Temp = 51.4

**SECTION 3. Amendment.** Section 20.200.016, Local amendments of International Fire Code, is hereby amended in part to read as follows:

**20.200.016 Local amendments to the International Fire Code.**

(1) IFC Section 101.1 is amended as follows:

101.1 Title. These regulations shall be known as the Port Orchard Fire Code and will be referred to herein as “this code.”

(2) IFC Section 202 is amended as follows:

(1) Whenever “municipality” is used in the International Fire Code, it means the city of Port Orchard.

(2) Whenever “jurisdiction” is used in the International Fire Code, it means the City of Port Orchard.

(3) Whenever “department of fire prevention” is used in the international Fire Code, it means the fire department serving the jurisdiction.

(4) Whenever “Fire Code Official” is used in the international Fire Code it means the Building Official or other designated authority charged with the administration and enforcement of the code, or a duly authorized representative.

(5) Whenever “counsel” is used in the code, it means the city attorney.

(6) Whenever “police” is used in the code, it means the city of Port Orchard police department.

(7) Whenever “governing body” is used in the International Fire Code, it means the city council of Port Orchard.

(3) IFC Section 503 is hereby adopted to read as follows:

503.1 Where required. Fire apparatus access roads shall be provided and maintained in

accordance with Sections 503.1.1 through 503.1.3.

503.1.1 Buildings and facilities. Approved fire apparatus access roads shall be provided for every building, facility or portion of building or facility hereafter constructed or moved into or within the jurisdiction. The fire apparatus access shall comply with the requirements of this section and shall extend to within 150 feet (45,720 mm) of all portions of the facility and all portions of the exterior walls of the first story of the buildings as measured by an approved route around the exterior of the building or facility.

Exceptions:

1. The fire code official is authorized to increase the dimension of 150 feet (45,720 mm) where any of the following conditions occur:

1.1 The building is equipped with an approved automatic fire sprinkler system installed in accordance with Section 903.3.1.1, 903.3.1.2 or 903.3.1.3.

1.2 Fire apparatus access roads cannot be installed because of location on property, topography, critical areas, waterways, non-negotiable grades or other similar conditions, and an approved alternative means of fire protection is provided.

1.3 There are not more than two (2) Group R-3 (single-family dwellings) or Group U occupancies.

1.4 Where the fire apparatus access road serves only residential accessory building/occupancies (private garages, carports, sheds, agricultural buildings), as defined by the International Building Code.

2. Where approved by the fire code official, fire apparatus access roads shall be permitted to be exempted or modified for solar photovoltaic power generation facilities.

503.1.2 Additional access. The fire code official is authorized to require more than one fire apparatus access road based on the potential for impairment of a single road by vehicle congestion, condition of terrain, climatic conditions or other factors that could limit access.



503.1.3 High-piled storage. Fire department vehicle access to buildings used for high-piled combustible storage shall comply with the applicable provisions of Chapter 32.

503.2 Specifications. Fire apparatus access roads shall be installed and arranged in accordance with Sections 503.2.1 through 503.2.8.

503.2.1 Dimensions. Fire apparatus access roads shall have an unobstructed width of not less than 20 feet (6,096 mm), inclusive of bike lanes, shoulders, flat and mountable curbs exclusive of shoulders, except for approved security gates in accordance with Section 503.6, and an unobstructed vertical clearance of not less than 13 feet 6 inches (4,115 mm).

503.2.2 Authority. The fire code official shall have the authority to require or permit modifications to the required access widths where they are inadequate for fire or rescue operations or where necessary to meet the public safety objectives of the jurisdiction.

503.2.3 Surface. Fire apparatus access roads shall be designed and maintained with an asphalt, concrete or other approved driving surface capable of supporting the imposed load of fire apparatus weighing up to 75,000 pounds (34,050 kg).

503.2.4 Turning Radius: The required turning radius of a fire apparatus access road shall be consistent with the city's public works standards and where no standard is specified in the public works standards, shall be determined by the fire code official.

503.2.5 Dead ends. Dead-end fire apparatus access roads in excess of 150 feet (45,720 mm) in length shall be provided with an approved area for turning around fire apparatus.

503.2.6 Bridges and elevated surfaces. Where a bridge or an elevated surface is part of a fire apparatus access road, the bridge shall be constructed and maintained in accordance with AASHTO HB-17. Bridges and elevated surfaces shall be designed for a live load sufficient to carry the imposed loads of fire apparatus. Vehicle load limits shall be posted at both entrances to bridges where required by the fire code official. Where elevated surfaces designed for emergency vehicle use are adjacent to surfaces that are not designed for such use, approved barriers, approved signs or both shall be installed and maintained where required by the fire code official.

503.2.7. Grade. The grade (slope) of fire apparatus access roads shall not exceed 12% as measured from the roadway centerline. At no point along the centerline shall the road grade exceed 12%.

Exception: The grade of the fire apparatus access road may be increased if buildings or facilities are equipped with an approved automatic fire sprinkler system when approved by the fire district chief and Fire Code Official.

503.2.8 Angles of approach and departure. The angles of approach and departure for fire apparatus access roads shall be within the limits established by the fire code official based on the fire department's apparatus.

503.3 Marking. Where required by the fire code official, approved signs or other approved notices or markings that include the words NO PARKING—FIRE LANE shall be provided for fire apparatus access roads to identify such roads or prohibit the obstruction thereof. The means by which fire lanes are designated shall be maintained in a clean and legible condition at all times and be replaced or repaired when necessary to provide adequate visibility.

503.4 Obstructions of fire apparatus access roads. Fire apparatus access roads shall not be obstructed in any manner, including the parking of vehicles. The minimum widths and clearances established in Section 503.2.1 shall be maintained at all times. When posted in accordance with section 503.3, owners or operators of vehicles shall be liable for a fine in accordance with Chapter 10.12 POMC. The Police Department may assist the Fire Code Officials with enforcement of this section.

503.4.1 Traffic calming devices. Traffic calming devices shall be prohibited unless approved by the Public Works Director after soliciting input on the proposed device from the Fire Chief and Fire Code Authority.

503.5 Required gates or barricades. The fire code official is authorized to require the installation and maintenance of gates or other approved barricades across fire apparatus access roads, trails or other accessways, not including public streets, alleys or highways. Electric gate operators, where provided, shall be listed in accordance with UL 325. Gates intended for automatic operation shall be designed, constructed and installed to comply with the requirements of ASTM F2200.

503.5.1 Secured gates and barricades. Where required, gates and barricades shall be secured in an approved manner. Roads, trails and other accessways that have been closed and obstructed in the manner prescribed by Section 503.5 shall not be trespassed on or used unless authorized by the owner and the fire code official.

Exception: The restriction on use shall not apply to public officers acting within the

scope of duty.

503.6 Security gates. The installation of security gates across a fire apparatus access road shall be approved by the fire code official. Where security gates are installed, they shall have an approved means of emergency operation. The security gates and the emergency operation shall be maintained operational at all times. Electric gate operators, where provided, shall be listed in accordance with UL 325. Gates intended for automatic operation shall be designed, constructed and installed to comply with the requirements of ASTM F2200.

503.7 Residential Non-Conforming Existing Private Access. Group R-3, R-4, or Group U occupancies allowed on an existing, non-conforming private access if a residential sprinkler system is installed in each new structure.

Exception: There are not more than two Group R-3, R-4, or Group U occupancies.

(4) 903.2.1.1 Group A-1 is hereby adopted to read as follows:

An automatic sprinkler system shall be provided for Group A-1 occupancies where one of the following conditions exists:

An automatic sprinkler system shall be provided throughout stories containing Group A-1 occupancies and throughout all stories from the Group A-1 occupancy to and including the levels of exit discharge serving that occupancy where one of the following conditions exists:

1. The fire area exceeds 10,000 square feet (929 m<sup>2</sup>);
2. The fire area has an occupant load of 300 or more;
3. The fire area is located on a floor other than the level of exit discharge; or
4. The fire area contains a multi theater complex.

(5) 903.2.1.3 Group A-3 is hereby adopted to read as follows:

An automatic sprinkler system shall be provided throughout stories containing Group A-3 occupancies and throughout all stories from the Group A-3 occupancy to and including the levels of exit discharge serving that occupancy where one of the following conditions exists:

1. The fire area exceeds 10,000 square feet (929 m<sup>2</sup>);
2. The fire area has an occupant load of 300 or more; or
3. The fire area is located on a floor other than the level of exit discharge.

Exception: For fixed guideway transit and passenger rail system stations, an automatic sprinkler system shall be provided in accordance with Section 4901.

(6) 903.2.1.4 Group A-4 is hereby adopted to read as follows:

An automatic sprinkler system shall be provided throughout stories containing Group A-4 occupancies and throughout all stories from the Group A-4 occupancy to and including the levels of exit discharge serving that occupancy where one of the following conditions exists:

1. The fire area exceeds 10,000 square feet (929 m<sup>2</sup>);
2. The fire area has an occupant load of 300 or more; or
3. The fire area is located on a floor other than the level of exit discharge.

(7) 903.2.13 Group B. An automatic sprinkler system shall be provided for Group B occupancies where the fire area exceeds 10,000 square feet.

(8) 903.2.4 Group F is hereby adopted to read as follows:

An automatic sprinkler system shall be provided throughout all buildings containing Group F occupancy where one of the following conditions exists:

1. Where a Group F fire area exceeds 10,000 square feet (929 m<sup>2</sup>);
2. Where a Group F fire area is located more than three stories above grade plane.
3. The combined area of all Group F-1 fire areas on all floors, including any mezzanines, exceeds 24,000 square feet (2,230 m<sup>2</sup>).

(9) 903.2.7 Group M is hereby adopted to read as follows:

An automatic sprinkler system shall be provided throughout buildings containing a Group M occupancy where one of the following conditions exists:

1. Where a Group M fire area exceeds 10,000 square feet (929 m<sup>2</sup>);
2. Where a Group M fire area is located more than three stories above grade plane.
3. The combined area of all Group M fire areas on all floors, including any mezzanines, exceeds 24,000 square feet (2,230 m<sup>2</sup>).

(10) 903.2.9 Group S-1 is hereby adopted to read as follows:

An automatic sprinkler system shall be provided throughout all buildings containing a Group S-1 occupancy where one of the following conditions exists:

1. A Group S-1 fire area exceeds 10,000 square feet (929 m<sup>2</sup>).
2. A Group S-1 fire area is located more than three stories above grade plane.
3. The combined area of all Group S-1 fire areas on all floors, including any mezzanines exceeds 24,000 square feet (2,230 m<sup>2</sup>).
4. A Group S-1 fire area used for the storage of commercial motor vehicles where the fire area exceeds 5,000 square feet (464 m<sup>2</sup>).

(11) Appendix D. The following sections of IFC Appendix D are hereby adopted to read as follows:

D101.1 Scope. Fire apparatus access roads shall be in accordance with this appendix and all other applicable requirements of the International Fire Code as adopted and amended in this chapter.

D102.1 Access and Loading. [This section is not adopted].

D103.1 Access road width with a hydrant. [This section is not adopted]

D103.2. Grade. [This section is not adopted]



D103.3 Turning Radius. [This section is not adopted]

D103.4 Dead ends. Dead-end fire apparatus access roads in excess of 150 feet (45,720 mm) shall be provided with width and turnaround provisions in accordance with Table D103.4.

D103.5. Fire apparatus access gates. Gates securing the fire apparatus access roads shall comply with all of the following criteria:

1. Where a single gate is provided, the gate width shall be not less than 20 feet (6,096 mm). Where a fire apparatus road consists of a divided roadway, the gate width shall be not less than 12 feet (3,658 mm).
2. Gates shall be of the horizontal swing, horizontal slide, vertical lift or vertical pivot type.
3. Construction of gates shall be of materials that allow manual operation by one person.
4. Gate components shall be maintained in an operative condition at all times and replaced or repaired when defective.
5. Electric gates shall be equipped with a means of opening the gate by fire department personnel for emergency access. Emergency opening devices shall be approved by the fire code official.
6. Methods of locking shall be submitted for approval by the fire code official.
7. Electric gate operators, where provided, shall be listed in accordance with UL 325.
8. Gates intended for automatic operation shall be designed, constructed and installed to comply with the requirements of ASTM F2200.

D103.6. Signs. Where required by the fire code official, fire apparatus access roads shall be marked with permanent NO PARKING—FIRE LANE signs complying with Figure D103.6. Signs shall have a minimum dimension of 12 inches (305 mm) wide by 18 inches (457 mm) high and have red letters on a white reflective background. Signs shall be posted on one or both sides of the fire apparatus road as required by Section D103.6.1 or D103.6.2.

FIGURE D103.6 FIRE LANE SIGNS

D104. [This section is not adopted]

D105. Aerial Fire Apparatus Access Road.

D105.1 Where required. Where the vertical distance between the grade plane and the highest roof surface exceeds 30 feet (9,144 mm), approved aerial fire apparatus access roads shall be provided. For purposes of this section, the highest roof surface shall be determined by measurement to the eave of a pitched roof, the intersection of the roof to the exterior wall, or the top of parapet walls, whichever is greater.

D105.2 Width. Aerial fire apparatus access roads shall have a minimum unobstructed width of 20 feet (7,925 mm), inclusive of bike lanes, shoulders, flat and mountable curbs, in the immediate vicinity of the building or portion thereof.

D105.3 Proximity to building. One or more of the required access routes meeting this condition shall be located not less than 15 feet (4,572 mm) and not greater than 30 feet (9,144 mm) from the building, and shall be positioned parallel to one entire side of the building. The side of the building on which the aerial fire apparatus access road is positioned shall be approved by the fire code official.

D105.4 Obstructions. Overhead utility and power lines shall not be located over the aerial fire apparatus access road or between the aerial fire apparatus road and the building. Other obstructions shall be permitted to be placed with the approval of the fire code official.

D106 [This section is not adopted]

D107 [This section is not adopted]

**SECTION 4. Amendment.** Section 20.200.018, Appeals, is hereby amended in part to read as follows:

**20.200.018 Appeals**

Whenever the fire code authority shall disapprove an application or refuse to grant a permit applied for, or when it is claimed that the provisions of the codes do not apply or that the true intent and meaning of the codes have been misconstrued or wrongly interpreted, the

applicant may appeal from the decision of the fire authority within 30 days from the date of the decision in accordance with Section-111 of the 2021 Edition of the International Fire Code, as adopted herein.

**SECTION 5. Severability.** If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity of constitutionality of any other section, sentence, clause or phrase of this ordinance.

**SECTION 6. Corrections.** Upon approval of the city attorney, the city clerk and the codifiers of this ordinance are authorized to make necessary technical corrections to this ordinance, including, without limitation, the correction of clerical errors; references to other local, state, or federal laws, codes, rules, or regulations; or section/subsection numbering.

**SECTION 7. Effective Date.** This ordinance shall be in full force five days after posting and publication. A summary of this ordinance may be published in lieu of publishing the ordinance in its entirety.

PASSED by the City Council of the City of Port Orchard, APPROVED by the Mayor and attested by the Clerk in authentication of such passage this 14<sup>th</sup> day of May 2024.

\_\_\_\_\_  
Robert Putansuu, Mayor

ATTEST:

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

APPROVED AS TO FORM ONLY:

SPONSOR:

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

\_\_\_\_\_  
Jay Rosapepe Councilmember

PUBLISHED:

EFFECTIVE DATE:

**Ordinance Amending 20.200 – Code Clean-up  
Redline**

**20.200.012 Local amendments of International Building Code.**

\*\*\*

(4) IBC Section 111.1 is amended to read as follows:

111.1 Use and Occupancy.

A. A building or structure shall not be used or occupied in whole or in part, and a change in the existing use or occupancy classification of a building or structure or portion thereof shall not be made, until the building official has issued a certificate of occupancy therefor as provided herein. Issuance of a certificate of occupancy shall not be construed as an approval of a violation of the provisions of this code or of other ordinances of the jurisdiction. Certificates presuming to give authority to violate or cancel the provisions of this code or other ordinances of the jurisdiction shall not be valid.

Exception: Certificates of occupancy are not required for work exempt from permits in accordance with Section 105.2.

B. When a building is constructed with future tenant spaces to be finished or occupied at a later date, a shell only certificate of occupancy shall be issued. A separate tenant improvement permit is required for each tenant space prior to any tenant occupancy.

C. A certificate of occupancy shall be required prior to occupancy when there is a change in tenant whether or not construction or alterations are performed or proposed and regardless of the use or occupancy classification.

Exceptions:

1. R-3 occupancies.
2. Group U occupancies.
3. Individual dwelling units of R-1 and R-2 occupancies.
4. Individual rental units of mini-storage buildings with S occupancy classification.
5. A second business in the same location as another tenant with the same use classification which already has a Certificate of Occupancy for the space.
6. Individual business license holders within a space with a current Certificate of Occupancy.
7. A business that changes ownership but does not change location, business name, use, or make any structural changes. The new owner is required to provide ownership and business license information to the Department of Community Development Permit Center. An updated certificate will be issued to the new owner.
8. A business that changes its name but does not change location, ownership, use, or make any structural changes. The owner is required to provide updated business license information showing the name change to the Department of Community Development Permit Center. An updated certificate will be issued with the new business name.

**Ordinance Amending 20.200 – Code Clean-up  
Redline**

D. When a Certificate of Occupancy is required, or a business’s ownership or name is changed, an application shall be submitted to the Department of Community Development Permit Center using the applicable city form, along with supporting documentation as required. The fee shall be as adopted under the city’s current fee schedule resolution.

(5) IBC 903.2.1.1 is hereby adopted to read as follows:

903.2.1.1 Group A-1. ~~An automatic sprinkler system shall be provided for Group A-1 occupancies where one of the following conditions exists:~~

An automatic sprinkler system shall be provided throughout stories containing Group A-1 occupancies and throughout all stories from the Group A-1 occupancy to and including the levels of exit discharge serving that occupancy where one of the following conditions exists:

1. The fire area exceeds 10,000 square feet (929 m<sup>2</sup>);
2. The fire area has an occupant load of 300 or more;
3. The fire area is located on a floor other than the level of exit ~~discharge~~ serving such occupancies; or
4. The fire area contains a multi-theater complex.

(6) IBC Section 903.2.1.3 is hereby adopted to read as follows:

903.2.1.3 Group A-3.

An automatic sprinkler system shall be provided throughout stories containing Group A-3 occupancies and throughout all stories from the Group A-3 occupancy to and including the levels of exit discharge serving that occupancy where one of the following conditions exists:

1. The fire area exceeds 10,000 square feet (929 m<sup>2</sup>);
2. The fire area has an occupant load of 300 or more; or
3. The fire area is located on a floor other than the level of exit discharge serving such occupancies.

~~Exception: Areas used exclusively as participant sports areas where the main floor area is located at the same level as the level of exit discharge of the main entrance and exit.~~ For fixed guideway transit and passenger rail system stations, an automatic sprinkler system shall be provided in accordance with Section 3116.

(7) IBC Section 903.2.1.4 is hereby adopted to read as follows:

903.2.1.4 Group A-4. ~~An automatic sprinkler system shall be provided for Group A-4 occupancies where one of the following conditions exists:~~



**Ordinance Amending 20.200 – Code Clean-up  
Redline**

An automatic sprinkler system shall be provided throughout stories containing Group A-4 occupancies and throughout all stories from the Group A-4 occupancy to and including the levels of exit discharge serving that occupancy where one of the following conditions exists:

1. The fire area exceeds 10,000 square feet (929 m<sup>2</sup>);
2. The fire area has an occupant load of 300 or more; or
3. The fire area is located on a floor other than the level of exit discharge [serving such occupancies](#).

~~Exception: Areas used exclusively as participant sports areas where the main floor area is located at the same level as the level of exit discharge of the main entrance and exit.~~

(8) ~~IBC~~ **New** Section 903.2.13 is hereby adopted to read as follows:

**903.2.13 Group B. An automatic sprinkler system shall be provided for Group B occupancies where the fire area exceeds 10,000 square feet.**

(9) IBC Section 903.2.4 is hereby adopted to read as follows:

903.2.4 Group ~~F-1~~ **F-1**. An automatic sprinkler system shall be provided throughout all buildings containing Group F occupancy where one of the following conditions exists:

1. Where a Group ~~F-1~~ **F-1** fire area exceeds 10,000 square feet (929 m<sup>2</sup>);
2. Where a Group ~~F-1~~ **F-1** fire area is located more than three stories above grade plane.
3. The combined area of all Group ~~F-1~~ **F-1** fire areas on all floors, including any mezzanines, exceeds 24,000 square feet (2,230 m<sup>2</sup>).
4. ~~A Group F-1 occupancy used for the manufacture of upholstered furniture or mattresses exceeds 2,500 square feet (232 m<sup>2</sup>).~~

[Remaining subsections to IBC Section 903.2.4 are adopted without amendment]

(10) IBC Section 903.2.7 is hereby adopted to read as follows:

903.2.7 Group M.

An automatic sprinkler system shall be provided throughout buildings containing a Group M occupancy where one of the following conditions exists:

1. Where a Group M fire area exceeds 10,000 square feet (929 m<sup>2</sup>);
2. Where a Group M fire area is located more than three stories above grade plane.

**Ordinance Amending 20.200 – Code Clean-up  
Redline**

3. The combined area of all Group M fire areas on all floors, including any mezzanines, exceeds 24,000 square feet (2,230 m<sup>2</sup>).

4. ~~A Group M occupancy used for the display and sale of upholstered furniture or mattresses exceeds 5,000 square feet (464 m<sup>2</sup>).~~

(11) 903.2.9 Group S-1 is hereby adopted to read as follows:

An automatic sprinkler system shall be provided throughout all buildings containing a Group S-1 occupancy where one of the following conditions exists:

1. A Group S-1 fire area exceeds 10,000 square feet (929 m<sup>2</sup>).

2. A Group S-1 fire area is located more than three stories above grade plane.

3. The combined area of all Group S-1 fire areas on all floors, including any mezzanines exceeds 24,000 square feet (2,230 m<sup>2</sup>).

4. A Group S-1 fire area used for the storage of commercial motor vehicles where the fire area exceeds 5,000 square feet (464 m<sup>2</sup>).

(Ord. 066-21 § 2 (Exh. A); Ord. 038-19 § 1; Ord. 019-17 § 18 (Exh. 1)).

**20.200.014 Local amendments of International Residential Code.**

(1) IRC Section 101.1 is amended as follows:

101.1 Title. These regulations shall be known as the Port Orchard Residential Code for One- and Two-Family dwellings and will be referred to herein as “this code.”

(2) IRC Section 105.2, entitled “Work exempt from permit,” is hereby amended to read as follows:

Exemption from permit requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of this jurisdiction. Permits shall not be required for the following:

Building:

(1) Other than storm shelters, One-story detached accessory structures, provided that the floor area does not exceed 200 square feet (18.58 m<sup>2</sup>).

(2) Fences not over 6 feet (2,134 mm) high.

(3) Retaining walls that are not over 4 feet (1,219 mm) in height measured from the bottom of the footing to the top of the wall, unless supporting a surcharge.

(4) Water tanks supported directly upon grade if the capacity does not exceed 5,000 gallons (18,927 L) and the ratio of height to diameter or width does not exceed 2 to 1.

(5) Sidewalks and driveways.

**Ordinance Amending 20.200 – Code Clean-up  
Redline**

- (6) Painting, papering, tiling, carpeting, cabinets, counter tops and similar finish work.
- (7) Prefabricated swimming pools that are less than 24 inches (610 mm) deep.
- (8) Swings and other playground equipment.
- (9) Window awnings supported by an exterior wall that do not project more than 54 inches (1,372 mm) from the exterior wall and do not require additional support.
- (10) Decks not exceeding 200 square feet (18.58 m<sup>2</sup>) in area, that are not more than 30 inches (762 mm) above grade at any point, are not attached to a dwelling and do not serve the exit door required by Section R311.4.
- (11) Roof covering replacement (re-roofing) provided the roof area does not exceed 2,100 square feet (21 squares) and further provided the existing sheathing remains in place and no structural work is performed.
- (12) Residential siding replacement providing the area does not exceed 1,000 square feet and further provided the existing sheathing remains in place and no structural work is performed.

The remainder of Section 105.2 remains unamended.

(3) IRC Table R301.2(1) is hereby amended by adding the following into the corresponding table blanks:

- (i) Ground Snow Load = 25 lbs psf
- (ii) Wind Speed = 110 mph
- Topographic Effects = No
- Special Wind Region = No
- Wind-Born Debris Zone = No
- (iii) Seismic Design Category = D2
- (iv) Weathering = Moderate
- (v) Frost Line Depth = 12 inches
- (vi) Termite = Slight to Moderate
- (vii) Decay = Moderate to Severe
- (ix) Winter Design Temp = 26
- (x) Ice Shield Underlayment Required = No
- (xi) Flood Hazards = (a) 1980, (b) 1980
- (xii) Air Freezing Index = 148
- (xiii) Mean Annual Temp = 51.4

## Ordinance Amending 20.200 – Code Clean-up

### Redline

~~(4) R313.2, One and two family dwellings automatic fire sprinkler systems, is hereby amended to read as follows:~~

~~R313.2 One and two family dwellings automatic fire sprinkler systems.~~

~~An automatic residential fire sprinkler system shall be installed in one and two family dwellings where the fire area exceeds 4,999 square feet.~~

~~Exception: An automatic residential fire sprinkler system shall not be required for additions or alterations to existing buildings that are not already provided with an automatic residential sprinkler system.~~

~~(5) R313.2 is hereby amended to add the following new subsection R313.2.1 as follows:~~

~~R313.2.1 Design and installation.~~

~~Automatic residential fire sprinkler systems for one and two family dwellings shall be designed and installed in accordance with Section P2904 or NFPA 13D.~~

~~(Ord. 066-21 § 2 (Exh. A); Ord. 019-17 § 18 (Exh. 1)).~~

### **20.200.016 Local amendments to the International Fire Code.**

(1) IFC Section 101.1 is amended as follows:

101.1 Title. These regulations shall be known as the Port Orchard Fire Code and will be referred to herein as “this code.”

(2) IFC Section 202 is amended as follows:

(1) Whenever “municipality” is used in the International Fire Code, it means the city of Port Orchard.

(2) Whenever “jurisdiction” is used in the International Fire Code, it means the City of Port Orchard.

(3) Whenever “department of fire prevention” is used in the international Fire Code, it means the fire department serving the jurisdiction.

(4) Whenever “Fire Code Official” is used in the international Fire Code it means the Building Official or other designated authority charged with the administration and enforcement of the code, or a duly authorized representative.

(5) Whenever “counsel” is used in the code, it means the city attorney.

(6) Whenever “police” is used in the code, it means the city of Port Orchard police department.

~~(7) Whenever “fire area” is used in the International Fire Code, it means the total floor area of all floor levels within the exterior walls and under the horizontal projections of the roof of a building.~~

**Ordinance Amending 20.200 – Code Clean-up  
Redline**

~~(8)~~ (7) Whenever “governing body” is used in the International Fire Code, it means the city council of Port Orchard.

(3) IFC Section 503 is hereby adopted to read as follows:

503.1 Where required. Fire apparatus access roads shall be provided and maintained in accordance with Sections 503.1.1 through 503.1.3.

503.1.1 Buildings and facilities. Approved fire apparatus access roads shall be provided for every building, facility or portion of building or facility hereafter constructed or moved into or within the jurisdiction. The fire apparatus access shall comply with the requirements of this section and shall extend to within 150 feet (45,720 mm) of all portions of the facility and all portions of the exterior walls of the first story of the buildings as measured by an approved route around the exterior of the building or facility.

Exceptions:

1. The fire code official is authorized to increase the dimension of 150 feet (45,720 mm) where any of the following conditions occur:

1.1 The building is equipped with an approved automatic fire sprinkler system installed in accordance with Section 903.3.1.1, 903.3.1.2 or 903.3.1.3.

1.2 Fire apparatus access roads cannot be installed because of location on property, topography, critical areas, waterways, non-negotiable grades or other similar conditions, and an approved alternative means of fire protection is provided.

1.3 There are not more than two (2) Group R-3 (single-family dwellings) or Group U occupancies.

1.4 Where the fire apparatus access road serves only residential accessory building/occupancies (private garages, carports, sheds, agricultural buildings), as defined by the International Building Code.

2. Where approved by the fire code official, fire apparatus access roads shall be permitted to be exempted or modified for solar photovoltaic power generation facilities.

503.1.2 Additional access. The fire code official is authorized to require more than one fire apparatus access road based on the potential for impairment of a single road by vehicle congestion, condition of terrain, climatic conditions or other factors that could limit access.

503.1.3 High-piled storage. Fire department vehicle access to buildings used for high-piled combustible storage shall comply with the applicable provisions of Chapter 32.

503.2 Specifications. Fire apparatus access roads shall be installed and arranged in accordance with Sections 503.2.1 through 503.2.8.



## **Ordinance Amending 20.200 – Code Clean-up**

### **Redline**

503.2.1 Dimensions. Fire apparatus access roads shall have an unobstructed width of not less than 20 feet (6,096 mm), inclusive of bike lanes, shoulders, flat and mountable curbs exclusive of shoulders, except for approved security gates in accordance with Section 503.6, and an unobstructed vertical clearance of not less than 13 feet 6 inches (4,115 mm).

503.2.2 Authority. The fire code official shall have the authority to require or permit modifications to the required access widths where they are inadequate for fire or rescue operations or where necessary to meet the public safety objectives of the jurisdiction.

503.2.3 Surface. Fire apparatus access roads shall be designed and maintained with an asphalt, concrete or other approved driving surface capable of supporting the imposed load of fire apparatus weighing up to 75,000 pounds (34,050 kg).

503.2.4 Turning Radius: The required turning radius of a fire apparatus access road shall be consistent with the city's public works standards and where no standard is specified in the public works standards, shall be determined by the fire code official.

503.2.5 Dead ends. Dead-end fire apparatus access roads in excess of 150 feet (45,720 mm) in length shall be provided with an approved area for turning around fire apparatus.

503.2.6 Bridges and elevated surfaces. Where a bridge or an elevated surface is part of a fire apparatus access road, the bridge shall be constructed and maintained in accordance with AASHTO HB-17. Bridges and elevated surfaces shall be designed for a live load sufficient to carry the imposed loads of fire apparatus. Vehicle load limits shall be posted at both entrances to bridges where required by the fire code official. Where elevated surfaces designed for emergency vehicle use are adjacent to surfaces that are not designed for such use, approved barriers, approved signs or both shall be installed and maintained where required by the fire code official.

503.2.7. Grade. The grade (slope) of fire apparatus access roads shall not exceed 12% as measured from the roadway centerline. At no point along the centerline shall the road grade exceed 12%.

Exception: The grade of the fire apparatus access road may be increased if buildings or facilities are equipped with an approved automatic fire sprinkler system when approved by the fire district chief and Fire Code Official.

503.2.8 Angles of approach and departure. The angles of approach and departure for fire apparatus access roads shall be within the limits established by the fire code official based on the fire department's apparatus.

503.3 Marking. Where required by the fire code official, approved signs or other approved notices or markings that include the words NO PARKING—FIRE LANE shall be provided for fire apparatus access roads to identify such roads or prohibit the obstruction thereof. The means by which fire lanes are designated shall be maintained in a clean and legible condition at all times and be replaced or repaired when necessary to provide adequate visibility.

503.4 Obstructions of fire apparatus access roads. Fire apparatus access roads shall not be obstructed in any manner, including the parking of vehicles. The minimum widths and clearances established in Section 503.2.1 shall be maintained at all times. When posted in accordance with section 503.3, owners

## Ordinance Amending 20.200 – Code Clean-up

### Redline

or operators of vehicles shall be liable for a fine in accordance with Chapter 10.12 POMC. The Police Department may assist the Fire Code Officials with enforcement of this section.

503.4.1 Traffic calming devices. Traffic calming devices shall be prohibited unless approved by the Public Works Director after soliciting input on the proposed device from the Fire Chief and Fire Code Authority.

503.5 Required gates or barricades. The fire code official is authorized to require the installation and maintenance of gates or other approved barricades across fire apparatus access roads, trails or other accessways, not including public streets, alleys or highways. Electric gate operators, where provided, shall be listed in accordance with UL 325. Gates intended for automatic operation shall be designed, constructed and installed to comply with the requirements of ASTM F2200.

503.5.1 Secured gates and barricades. Where required, gates and barricades shall be secured in an approved manner. Roads, trails and other accessways that have been closed and obstructed in the manner prescribed by Section 503.5 shall not be trespassed on or used unless authorized by the owner and the fire code official.

Exception: The restriction on use shall not apply to public officers acting within the scope of duty.

503.6 Security gates. The installation of security gates across a fire apparatus access road shall be approved by the fire code official. Where security gates are installed, they shall have an approved means of emergency operation. The security gates and the emergency operation shall be maintained operational at all times. Electric gate operators, where provided, shall be listed in accordance with UL 325. Gates intended for automatic operation shall be designed, constructed and installed to comply with the requirements of ASTM F2200.

503.7 Residential Non-Conforming Existing Private Access. Group R-3, R-4, or Group U occupancies allowed on an existing, non-conforming private access if a residential sprinkler system is installed in each new structure.

Exception: There are not more than two Group R-3, R-4, or Group U occupancies.

(4) 903.2.1.1 Group A-1 is hereby adopted to read as follows:

~~An automatic sprinkler system shall be provided for Group A-1 occupancies where one of the following conditions exists:~~

An automatic sprinkler system shall be provided throughout stories containing Group A-1 occupancies and throughout all stories from the Group A-1 occupancy to and including the levels of exit discharge serving that occupancy where one of the following conditions exists:

1. The fire area exceeds 10,000 square feet (929 m<sup>2</sup>);
2. The fire area has an occupant load of 300 or more;
3. The fire area is located on a floor other than the level of exit discharge [serving such occupancies](#); or

**Ordinance Amending 20.200 – Code Clean-up  
Redline**

4. The fire area contains a multi-theater complex.

(5) 903.2.1.3 Group A-3 is hereby adopted to read as follows:

An automatic sprinkler system shall be provided throughout stories containing Group A-3 occupancies and throughout all stories from the Group A-3 occupancy to and including the levels of exit discharge serving that occupancy where one of the following conditions exists:

1. The fire area exceeds 10,000 square feet (929 m<sup>2</sup>);
2. The fire area has an occupant load of 300 or more; or
3. The fire area is located on a floor other than the level of exit discharge [serving such occupancies](#).

~~Exception: Areas used exclusively as participant sports areas where the main floor area is located at the same level as the level of exit discharge of the main entrance and exit.~~ [For fixed guideway transit and passenger rail system stations, an automatic sprinkler system shall be provided in accordance with Section 4901.](#)

(6) 903.2.1.4 Group A-4 is hereby adopted to read as follows:

An automatic sprinkler system shall be provided throughout stories containing Group A-4 occupancies and throughout all stories from the Group A-4 occupancy to and including the levels of exit discharge serving that occupancy where one of the following conditions exists:

1. The fire area exceeds 10,000 square feet (929 m<sup>2</sup>);
2. The fire area has an occupant load of 300 or more; or
3. The fire area is located on a floor other than the level of exit discharge [serving such occupancies](#).

~~Exception: Areas used exclusively as participant sports areas where the main floor area is located at the same level as the level of exit discharge of the main entrance and exit.~~

(7) 903.2.13 Group B. An automatic sprinkler system shall be provided for Group B occupancies where the fire area exceeds 10,000 square feet.

(8) 903.2.4 Group F-1 is hereby adopted to read as follows:

903.2.4 Group F-1. An automatic sprinkler system shall be provided throughout all buildings containing Group F-1 occupancy where one of the following conditions exists:

1. Where a Group F-1 fire area exceeds 10,000 square feet (929 m<sup>2</sup>);

**Ordinance Amending 20.200 – Code Clean-up  
Redline**

2. Where a Group F-1 fire area is located more than three stories above grade plane.
3. The combined area of all Group F-1 fire areas on all floors, including any mezzanines, exceeds 24,000 square feet (2,230 m2).
- ~~4. A Group F-1 occupancy used for the manufacture of upholstered furniture or mattresses exceeds 2,500 square feet (232 m2).~~

903.2.4.1 Woodworking operations. An automatic sprinkler system shall be provided throughout all Group F-1 occupancy fire areas that contain woodworking operations in excess of 2,500 square feet (232 m2) in area that generate finely divided combustible waste or use finely divided combustible materials.

903.2.4.2 Group F-1 distilled spirits. An automatic sprinkler system shall be provided throughout a Group F-1 fire area used for the manufacture of distilled spirits.

903.2.4.3 Group F-1 upholstered furniture mattresses. An automatic sprinkler system shall be provided throughout a Group F-1 fire area that exceeds 2,500 square feet (232 m2) used for the manufacture of upholstered furniture or mattresses.

(9) 903.2.7 Group M is hereby adopted to read as follows:

An automatic sprinkler system shall be provided throughout buildings containing a Group M occupancy where one of the following conditions exists:

1. Where a Group M fire area exceeds 10,000 square feet (929 m2);
2. Where a Group M fire area is located more than three stories above grade plane.
3. The combined area of all Group M fire areas on all floors, including any mezzanines, exceeds 24,000 square feet (2,230 m2).
- ~~4. A Group M occupancy used for the display and sale of upholstered furniture or mattresses exceeds 5,000 square feet (464 m2).~~

(10) 903.2.9 Group S-1 is hereby adopted to read as follows:

An automatic sprinkler system shall be provided throughout all buildings containing a Group S-1 occupancy where one of the following conditions exists:

1. A Group S-1 fire area exceeds 10,000 square feet (929 m2).
2. A Group S-1 fire area is located more than three stories above grade plane.
3. The combined area of all Group S-1 fire areas on all floors, including any mezzanines exceeds 24,000 square feet (2,230 m2).

## Ordinance Amending 20.200 – Code Clean-up

### Redline

4. A Group S-1 fire area used for the storage of commercial motor vehicles where the fire area exceeds 5,000 square feet (464 m<sup>2</sup>).

~~5. A group S-1 occupancy used for self-storage where the fire area exceeds 2,500 square feet (232 m<sup>2</sup>).~~

~~All other subsections of IFC 903.2.9 remain unamended.~~

(11) Appendix D. The following sections of IFC Appendix D are hereby adopted to read as follows:

D101.1 Scope. Fire apparatus access roads shall be in accordance with this appendix and all other applicable requirements of the International Fire Code as adopted and amended in this chapter.

D102.1 Access and Loading. [This section is not adopted].

D103.1 Access road width with a hydrant. [This section is not adopted]

D103.2. Grade. [This section is not adopted]

D103.3 Turning Radius. [This section is not adopted]

D103.4 Dead ends. Dead-end fire apparatus access roads in excess of 150 feet (45,720 mm) shall be provided with width and turnaround provisions in accordance with Table D103.4.

D103.5. Fire apparatus access gates. Gates securing the fire apparatus access roads shall comply with all of the following criteria:

1. Where a single gate is provided, the gate width shall be not less than 20 feet (6,096 mm).

Where a fire apparatus road consists of a divided roadway, the gate width shall be not less than 12 feet (3,658 mm).

2. ~~Gates shall be of the swinging or sliding type.~~ Gates shall be of the horizontal swing, horizontal slide, vertical lift or vertical pivot type.

3. Construction of gates shall be of materials that allow manual operation by one person.

4. Gate components shall be maintained in an operative condition at all times and replaced or repaired when defective.

5. Electric gates shall be equipped with a means of opening the gate by fire department personnel for emergency access. Emergency opening devices shall be approved by the fire code official.

6. Methods of locking shall be submitted for approval by the fire code official.

7. Electric gate operators, where provided, shall be listed in accordance with UL 325.

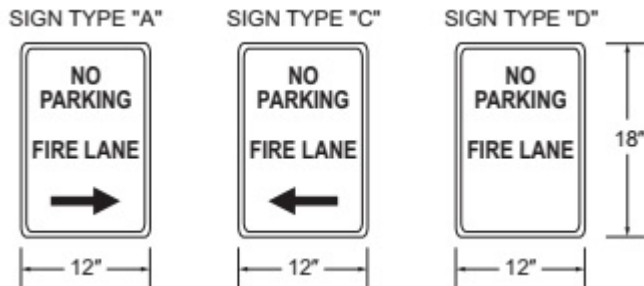
8. Gates intended for automatic operation shall be designed, constructed and installed to comply with the requirements of ASTM F2200.



**Ordinance Amending 20.200 – Code Clean-up  
Redline**

D103.6. Signs. Where required by the fire code official, fire apparatus access roads shall be marked with permanent NO PARKING—FIRE LANE signs complying with Figure D103.6. Signs shall have a minimum dimension of 12 inches (305 mm) wide by 18 inches (457 mm) high and have red letters on a white reflective background. Signs shall be posted on one or both sides of the fire apparatus road as required by Section D103.6.1 or D103.6.2.

FIGURE D103.6 FIRE LANE SIGNS



D104. [This section is not adopted]

D105. Aerial Fire Apparatus Access Road.

D105.1 Where required. Where the vertical distance between the grade plane and the highest roof surface exceeds 30 feet (9,144 mm), approved aerial fire apparatus access roads shall be provided. For purposes of this section, the highest roof surface shall be determined by measurement to the eave of a pitched roof, the intersection of the roof to the exterior wall, or the top of parapet walls, whichever is greater.

D105.2 Width. Aerial fire apparatus access roads shall have a minimum unobstructed width of 20 feet (7,925 mm), inclusive of bike lanes, shoulders, flat and mountable curbs, in the immediate vicinity of the building or portion thereof.

D105.3 Proximity to building. One or more of the required access routes meeting this condition shall be located not less than 15 feet (4,572 mm) and not greater than 30 feet (9,144 mm) from the building, and shall be positioned parallel to one entire side of the building. The side of the building on which the aerial fire apparatus access road is positioned shall be approved by the fire code official.

D105.4 Obstructions. Overhead utility and power lines shall not be located over the aerial fire apparatus access road or between the aerial fire apparatus road and the building. Other obstructions shall be permitted to be placed with the approval of the fire code official.

D106 [This section is not adopted]

D107 [This section is not adopted]

(Ord. 066-21 § 2 (Exh. A)).

**20.200.018 Appeals**

## **Ordinance Amending 20.200 – Code Clean-up**

### **Redline**

Whenever the fire code authority shall disapprove an application or refuse to grant a permit applied for, or when it is claimed that the provisions of the codes do not apply or that the true intent and meaning of the codes have been misconstrued or wrongly interpreted, the applicant may appeal from the decision of the fire authority within 30 days from the date of the decision in accordance with Section ~~113~~ 111 of the ~~2018~~-2021 Edition of the International Fire Code, as adopted herein.

(Ord. 050-22 § 14; Ord. 066-21 § 2 (Exh. A)).



## Agenda Staff Report

Agenda Item No.: Business Item 7B

Meeting Date: May 14, 2024

Subject: Adoption of a Resolution Approving a Contract with Stripe Rite, Inc. for the 2024 Thermoplastic Application

Prepared By: Denis Ryan  
 Public Works Director

**Summary:** The City of Port Orchard updates thermoplastic applications in the city on an annual basis. PW Staff are preparing for the 2024 Thermoplastic Application Project (Project). By this Resolution, the City Council would authorize the Mayor to execute a contract with Stripe Rite, Inc. for the 2024 Thermoplastic Application Project (the “Project”). On March 21, 2024, consistent with RCW 39.04.155 and the City’s Procurement Policies (adopted by Resolution No. 073-23, as amended), Public Works staff utilized the small works process and established a list of qualified contractors from the 2024 MRSC Small Works Roster for the Main Category – Roadway Construction, Repair & Maintenance, and Sub-Category – Asphalt Pavement Grinding, Planning and Pulverization, Pavement Markings, to perform the Project. A copy of that list of qualified contractors is attached to the Resolution as Exhibit A. On April 8, 2024, and pursuant to Resolution No. 073-23 (see Section 5 – Bid Procedures), the City’s Public Works Department emailed an Invitation to Bid for the Project to all qualified contractors on the selected roster. Two (2) bids were received by the April 22, 2024, 2:00 p.m. deadline, at which time staff determined Stripe Rite, Inc. was the presumed responsive and qualified low bidder. Final bid amounts were as follows:

Name of Contractor	Bid Total
Pavement Surface Control	\$65,052.00
Stripe Rite, Inc	\$37,674.00

The Public Works Department reviewed all materials and verified that the bidding requirements for this public work have been followed. On April 23, 2024, the Public Works Staff completed the MRSC Mandatory Bidder Responsibility Checklist and confirmed that the Stripe Rite, Inc. bid of \$37,674.00 (applicable tax included) was the lowest, qualified, responsible, and responsive bid.

**Recommendation:** Staff recommends that the City Council adopt a Resolution, authorizing the Mayor to sign a contract with Stripe Rite, Inc. for the 2024 Thermoplastic Application Project in the amount of \$37,674.00.

**Relationship to Comprehensive Plan:** Chapter 8- Transportation

**Motion for consideration:** I move to adopt a Resolution, authorizing the Mayor to sign a contract with Stripe Rite, Inc. for the 2024 Thermoplastic Application Project in the amount of \$37,674.00.

**Fiscal Impact:** Thermoplastic Application is budgeted in the 2023-2024 Biennial Budget (GL 002.05.542.64.40). A budget Amendment may be required.

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

**Attachments:** Resolution, Ex. A – MRSC Roster, Small Works Contract

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

**A RESOLUTION OF THE CITY OF PORT ORCHARD, WASHINGTON, APPROVING A SMALL WORKS CONTRACT WITH STRIPE RITE FOR THE 2024 THERMOPLASTIC APPLICATION PROJECT AND DOCUMENTING THE SMALL PUBLIC WORKS PROCUREMENT PROCEDURES.**

**WHEREAS**, the City updates thermoplastic applications on the City's roadways throughout the City on an annual basis, and has planned for the 2024 Thermoplastic Application Project (Project); and

**WHEREAS**, the City is a member of the Municipal Research and Services Center of Washington (MRSC) Small Public Works Roster program, and MRSC solicited on behalf of participating local government agencies, including the City, within Washington State for the 2024 MRSC Small Public Works Roster; and

**WHEREAS**, on March 21, 2024, pursuant to RCW 39.04.155 and the City's Procurement Policies, adopted as Resolution No. 073-23, the City's Public Works Department established a roster of qualified contractors for the Project from the 2024 MRSC Small Works Roster, for the Main Category – Roadway Construction, Repair & Maintenance, and Sub-Category – Asphalt Pavement Grinding, Planing and Pulverization, Pavement Markings, a copy of which is attached hereto as Exhibit A and incorporated herein by this reference; and

**WHEREAS**, on April 8, 2024, the City's Public Works Department issued an Invitation to Bid for the Project to all qualified contractors on the selected roster; and

**WHEREAS**, on April 22, 2024, the City's Public Works Department received two (2) bids by the 2:00 pm deadline, and staff determined that Stripe Rite, Inc. submitted the apparent lowest, qualified bid for the Project; and

**WHEREAS**, the Public Works Department reviewed all materials and verified that the bidding requirements for this public work have been followed, and on April 23, 2024, the Public Works Staff completed the MRSC Mandatory Bidder Responsibility Checklist and confirmed that the Stripe Rite, Inc. bid was the lowest, qualified, responsible, and responsive bid; 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 above for this particular contract 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 authorizes the Mayor to execute a contract, in a form acceptable to the City Attorney, with Stripe Rite, Inc. for the 2024 Thermoplastic Application Project, in the amount of \$37,674.00 (applicable tax included).

**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 14<sup>th</sup> day of May 2024.

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Robert Putaansuu, Mayor

ATTEST:

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Brandy Wallace, MMC, City Clerk

**CITY OF PORT ORCHARD SMALL WORKS OVER \$35K**  
**CONSTRUCTION CONTRACT NO. \_\_\_\_\_**  
**PUBLIC WORKS PROJECT NO. PW2024-008**

THIS Agreement is made effective as of the 14th day of May 2024, by and between

CITY OF PORT ORCHARD, WASHINGTON, ("**CITY**"), a Washington municipal corporation located at:

216 Prospect Street

Port Orchard, Washington 98366

Contact: Mayor Robert Putaansuu Phone: 360.876.4407 Fax: 360.895.9029

and

Stripe Rite, Inc. ("**CONTRACTOR**"), a Washington [limited liability company/corporation/partnership] located at:

1813 137<sup>th</sup> Ave E

Sumner, WA 98390

Contact: Jared Long Phone: 360 674-2872 Email: jared@striperite.com

for the following Project:

***2024 Thermoplastic Application*** ("**PROJECT**")

In consideration of the mutual benefits to both parties, both Parties agree to the following:

**AGREEMENT:**

- 1. Contract Documents.** The Contractor shall complete the Work described in the Contract Documents for the Project. The following documents are collectively referred to as the "Contract Documents":
  - a. This Agreement signed by the City and the Contractor;
  - b. Division 1 of WSDOT Standard Specifications for Road, Bridge and Municipal Construction, 2022 edition, together with APWA Supplement (1-99), subject to specific provisions contained within the Public Works Terms and Conditions;
  - c. The attached Special Provisions, Plans and Specifications;
  - d. 2018 International Building Code (IBC) and 2018 Energy Code Compliance;
  - e. Written change orders or orders for minor changes in the Work issued after execution of this Agreement;
  - f. Public Works Terms and Conditions;
  - g. Insurance and Bonding Requirements;

- h. The Invitation to Bid, and bid proposal submitted by the Contractor, except when inconsistent with Contract Documents a-g;
- i. 2019 Public Works Engineering Standards;
- j. Appendix A: Non-Discrimination Statutes and Authorities.
- k. The bid proposal submitted by the contractor, except when inconsistent with Contract documents a-j

All of the above listed Contract Documents are each made exhibits to this Agreement and are incorporated into the Agreement as if set forth in full. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. These Contract Documents complement each other in describing a complete work. Any requirement in one document binds as if stated in all. The Contractor shall provide any work or materials clearly implied in the Contract even if the Contract does not mention it specifically.

2. **Date of Commencement and Substantial Completion Date.** The date of commencement shall be May 14, 2024. The Contractor shall substantially complete the Work not later than July 14, 2024, subject to adjustment by change order.
3. The Contractor shall do all work and furnish all tools, materials, and equipment in accordance with the above described Construction Contract Documents. The Contractor shall provide and bear the expense of all equipment, work, and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing of the work provided for in these Construction Contract Documents, except those items mentioned therein to be furnished by the City. Contractor represents that the services furnished under this Agreement will be performed in accordance with generally accepted professional practices in effect at the time such services are performed.
4. Subject to additions and deductions by change order, the construction maximum payment is the base bid amount of **\$37,674.00 (including applicable sales tax)** (hereinafter "Contract Sum"). The construction Contract Sum shall include all items and services necessary for the proper execution and completion of the work. The City hereby promises and agrees with the Contractor to employ and does employ the Contractor to provide the materials and to do and cause to be done the work described in the Construction Contract Documents and to complete and finish the same according to the plans and specifications and the terms and conditions herein contained; and hereby contracts to pay for the same at the time and in the manner and upon the conditions provided for in this Contract.
5. The Contractor agrees to comply with all state and federal laws relating to the employment of labor and wage rates to be paid. The Contractor agrees to furnish insurance of the types and in the amounts set forth in the Construction Contract Documents. The Contractor warrants that it is licensed and authorized to do business under the laws of the State of Washington and has not been suspended or debarred in the past three (3) years.

6. The Contractor agrees to repair and replace all property of the City and all property of others damaged by Contractor, Contractor's employees, sub-contractors.
7. The Contractor does hereby agree to the full performance of all the covenants herein upon the part of the Contractor. Such agreement shall be binding upon Contractor's heirs, executors, administrators, successors, and assigns.
8. It is further provided that no liability shall attach to the City of Port Orchard by reason of entering into this Construction Contract, except as expressly provided herein.
9. **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.

Also, in accordance with Title VI, the City is required to include the following clauses in every contract subject to Title VI and its related regulations.

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

- a) **Compliance with Regulations:** The Contractor 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.
- b) **Nondiscrimination:** The Contractor, 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 Contractor 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.
- c) **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the Contractor 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 Contractor of the Contractor'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.

- d) **Information and Reports:** The Contractor 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 Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the City or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
- e) **Sanctions for Noncompliance:** In the event of the Contractor'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 Contractor under the Agreement until the contractor complies; and/or
  - 2. cancelling, terminating, or suspending the Agreement, in whole or in part.
- f) **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs 9.a through 9.f in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor 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 Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the City to enter into any litigation to protect the interests of the City. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

**10. Public Records Act Chapter 42.56 RCW.** Contractor understands that her/his bid response documents, and any contract documents may be subject to release under the Public Records Act Chapter 42.56 RCW and the City may be required to disclose such documents upon a request. Contractor acknowledges that s/he has been advised to mark any records believed to be trade secrets or confidential in nature as "confidential." If records marked as "confidential" are found to be responsive to the request for records, the City as a courtesy to the Contractor, may elect to give notice to Contractor of the request so as to allow Contractor to seek a protective order from a Court. Contractor acknowledges and agrees that any records deemed responsive to a public records request may be released at the sole discretion of, and without notice by, the City.

**11. Warranty.** Upon acceptance of the contract work, Contractor must provide the City a one-year warranty bond in the amount of twenty percent (20%) of the contract price a form and amount acceptable to the City. The Contractor shall correct all defects in workmanship and materials within one (1) year from the date of the City's acceptance of



the Contract work, including replacing vegetation that fails to thrive. In the event any parts are repaired or replaced, only original replacement parts shall be used—rebuilt or used parts will not be acceptable. When defects are corrected, the warranty for that portion of the work shall extend for one (1) additional year from the date such correction is completed and accepted by the City. The Contractor shall begin to correct any defects within seven (7) calendar days of its receipt of notice from the City of the defect. If the Contractor does not accomplish the corrections within a reasonable time as determined by the City, the City may complete the corrections and the Contractor shall pay all costs incurred by the City in order to accomplish the correction.

- 12. Indemnification.** Contractor 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 attorney fees, arising out of or in connection with the Contractor's performance of this Agreement, except for that portion of the injuries and damages caused by the sole negligence of the City.

The City's inspection or acceptance of any of Contractor's work when completed shall not be grounds to avoid any of these covenants of indemnification.

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 Contractor and the City, its officers, officials, employees, agents and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence.

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE CONTRACTOR'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 provisions of this section shall survive the expiration or termination of this agreement.

**13. Miscellaneous Provisions.**

- a) *Non-Waiver of Breach.* The failure of the City to insist upon strict performance of any of the covenants and agreements contained in this Agreement, or to exercise any option conferred by this Agreement in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, agreements or options, and the same shall be and remain in full force and effect.
- b) *Resolution of Disputes and Governing Law.* This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. If the parties are unable to settle any dispute, difference or claim arising from the parties' performance of this Agreement, the exclusive means of resolving that dispute, difference or claim, shall only be by filing suit exclusively under the venue, rules and jurisdiction of the Kitsap

County Superior Court, Kitsap County, Washington, unless the parties agree in writing to an alternative dispute resolution process. In any claim or lawsuit for damages arising from the parties' performance of this Agreement, each party shall pay all its legal costs and attorney's fees incurred in defending or bringing such claim or lawsuit, including all appeals, in addition to any other recovery or award provided by law; provided, however, nothing in this paragraph shall be construed to limit the City's right to indemnification under Section XII of this Agreement.

- c) *Written Notice.* All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of the Agreement, unless notified to the contrary. Any written notice hereunder shall become effective three (3) business days after the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.
- d) *Assignment.* Any assignment of this Agreement by either party without the written consent of the non-assigning party shall be void. If the non-assigning party gives its consent to any assignment, the terms of this Agreement shall continue in full force and effect and no further assignment shall be made without additional written consent.
- e) *Modification.* No waiver, alteration, or 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 Contractor.
- f) *Entire Agreement.* The written provisions and terms of this Agreement, together with any Exhibits 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 this Agreement. All of the above documents are hereby made a part of this Agreement. However, should any language in any of the Exhibits to this Agreement conflict with any language contained in this Agreement, the terms of this Agreement shall prevail.
- g) *Compliance with Laws.* The Contractor agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or in the future become applicable to Contractor's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of those operations.
- h) *Counterparts.* This Agreement may be executed in any number of counterparts, each of which shall constitute an original, and all of which will together constitute this one Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be duly executed on the date first written above.

CITY OF PORT ORCHARD

CONTRACTOR

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

  
\_\_\_\_\_

By: Mark Price  
Its: President

ATTEST/AUTHENTICATE:

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

APPROVED AS TO FORM:

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



**CITY OF PORT ORCHARD  
PUBLIC WORK PROJECT TERMS AND CONDITIONS**

The following terms and conditions shall be used in conjunction with the Standard Specifications for Road, Bridge and Municipal Construction, 2022 edition, together with the APWA Supplement (Section 1-99), as issued by the Washington State Department of Transportation and American Public Works Association, Washington State Chapter, hereinafter referred to as the "standard specifications". The standard specifications, except as they may be modified or superseded by these provisions, shall govern all phases of work under this Contract, and they are by reference made an integral part of these specifications and Contract as if herein fully set forth.

When the provisions of the standard specification conflict with the terms and conditions as contained herein, the terms and conditions shall prevail.

1. **BID PRICE:** The bid price(s) shall include all necessary permits, fees and items of labor, material, equipment, tools, overhead and compensation, supplies, taxes, utilities, and other incidentals necessary to complete the work in a fully functional and operational state. All prices including bid prices are in US funds.

2. **DEFINITIONS:** The term "City" means Port Orchard, Washington, "successful bidder" means the apparent lowest and best responsible bidder to whom an award is made, and "Contractor" means the successful bidder who has satisfied the requirements for the award and who receives a contract executed by the City. "Bidder" means the person, firm or corporation that has made an offer in response to the invitation to bid. "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations.

3. **LICENSING AND REGISTRATION:** The Contractor must have a Washington State certificate of registration per chapter 18.27 RCW; a current state unified business identifier number; and if applicable, industrial insurance coverage for the bidder's employees working in Washington, an Employment Security Department number, and a state excise tax registration number. In addition, the bidder must not be disqualified from bidding on any public works contracts under RCW 39.06.010 or 39.12.065(3).

4. **PUBLIC WORK REQUIREMENTS:** This project constitutes a public work under state law. Bidders are warned to take into consideration statutory legal requirements, particularly, the payment of prevailing wages and fringe benefits, payment and performance bonds and sales tax implications in making their bids. It is the sole responsibility of the bidder to insure that the appropriate labor classification(s) are identified and that the applicable wage and benefit rates are taken into consideration when preparing their bid according to these specifications. The Contractor shall complete and file State of Washington, Department of Labor & Industries, Statement of Intent to Pay Prevailing Wages and Affidavit of Wages Paid forms and shall familiarize itself with their requirements. The Contractor shall also be responsible for and pay all costs pertaining to the processing of these forms.



5. PREVAILING WAGES: The Contractor shall pay prevailing wages as required and shall comply with Chapters 39.12 and 49.28 RCW. Prior to beginning work under this Contract, the Contractor shall submit -- on behalf of itself and each and every Sub-Contractor -- a "Statement of Intent to Pay Prevailing Wages," which must be approved by the Department of Labor and Industries (See link below.) Following the final acceptance of the project, the Contractor must submit -- on behalf of itself and every Sub-Contractor -- an "Affidavit of Wages Paid" for final payment. Final payments shall be made in accordance with the requirements of Chapter 39.12 RCW.

Refer to <https://lni.wa.gov/licensing-permits/public-works-projects/prevailing-wage-rates/> for Washington State Prevailing Wage rates.

6. INSURANCE REQUIREMENT: The successful bidder will furnish insurance as stipulated in the Attachment entitled "Insurance Requirements."

7. RECEIPT OF ADDENDA: All official clarifications or interpretations of the bid documents will be by written addenda only.

8. PROJECT COMPLIANCE: In compliance with the request for quotation, Bidder hereby proposes to perform all work for this project in strict accordance with the Contract Documents, at the Contract Sum, and within the time set forth herein with the understanding that time is of the essence in the performance of this Contract.

9. TAXES: Proposals shall include all applicable taxes except sales tax, which is a separate bid item. It shall be the Bidder's responsibility to furnish Federal Excise Tax Exemption Certificate, when applicable.

10. ERROR IN EXTENSION: Unit price, when used, shall govern in case of extension error. If a discrepancy between the numerical unit price and the written (words) unit price is found, the written (words) unit price shall control.

11. PERMITS AND FEES: The Contractor shall furnish all permits, inspection fees, and fees required in the performance of this Contract, including those charged under RCW 39.12.070 by the Department of Labor and Industries for the approval of statements of intent to pay prevailing wages and the certification of affidavits of wages paid, etc. The Department may also charge fees to persons or organizations requesting the arbitration of disputes under RCW 39.12.060. The Contractor is responsible for all fees resulting from these statutes.

12. CONTRACT: The Contract Documents ("Contract"), when properly signed, will be the only form that will be recognized by the City as an award. The executed Contract supersedes all previous communications and negotiations, except as referenced herein, and constitutes the entire agreement between the City and Contractor (parties), except as provided herein. The Contractor shall not make any changes, alterations, or variations in the terms of the Contract without the written consent of the City. No terms stated by the Bidder in its proposal shall be binding on the City unless accepted in writing by the City. The successful bidder may not assign the Contract resulting from this invitation to bid without the City's prior written consent. No waiver by the City of a breach of any provision of the terms and conditions outlined in the

invitation to bid shall constitute a waiver of any other breach of such provision or of any other provisions.

13. **CHANGES:** The City may issue a written change order for any change in the Contract work during the performance of this Agreement. If the Contractor determines, for any reason, that a change order is necessary, Contractor must submit a written change order request to the person listed in the Notice provision section of this Agreement, within fourteen (14) calendar days of the date Contractor knew or should have known of the facts and events giving rise to the requested change. If the City determines that the change increases or decreases the Contractor's costs or time for performance, the City will make an equitable adjustment. The City will attempt, in good faith, to reach agreement with the Contractor on all equitable adjustments. However, if the parties are unable to agree, the City will determine the equitable adjustment as it deems appropriate. The Contractor shall proceed with the change order work upon receiving either a written change order from the City or an oral order from the City before actually receiving the written change order. If the Contractor fails to require a change order within the time specified in this paragraph, the Contractor waives its right to make any claim or submit subsequent change order requests for that portion of the contract work. If the Contractor disagrees with the equitable adjustment, the Contractor must complete the change order work; however, the Contractor may elect to protest the adjustment as provided in subsections A through E of Section 13 entitled, "Claims," below.

The Contractor accepts all requirements of a change order by: (1) endorsing it, (2) writing a separate acceptance, or (3) not protesting in the way this section provides. A change order that is accepted by Contractor as provided in this section shall constitute full payment and final settlement of all claims for contract time and for direct, indirect, and consequential costs, including costs of delays related to any work, either covered or affected by the change.

14. **CLAIMS:** If the Contractor disagrees with anything required by a change order, another written order, or an oral order from the City, including any direction, instruction, interpretation, or determination by the City, the Contractor may file a claim as provided in this section. The Contractor shall give written notice to the City of all claims within fourteen (14) calendar days of the occurrence of the events giving rise to the claims, or within fourteen (14) calendar days of the date the Contractor knew or should have known of the facts or events giving rise to the claim, whichever occurs first. Any claim for damages, additional payment for any reason, or extension of time, whether under this Agreement or otherwise, shall be conclusively deemed to have been waived by the Contractor unless a timely written claim is made in strict accordance with the applicable provisions of this Agreement.

At a minimum, a Contractor's written claim shall include the information set forth in subsections A, items 1 through 5 below.

**FAILURE TO PROVIDE A COMPLETE, WRITTEN NOTIFICATION OF CLAIM WITHIN THE TIME ALLOWED SHALL BE AN ABSOLUTE WAIVER OF ANY CLAIMS ARISING IN ANY WAY FROM THE FACTS OR EVENTS SURROUNDING THAT CLAIM OR CAUSED BY THAT DELAY.**

A. *Notice of Claim.* Provide a signed written notice of claim that provides the following information:

1. The date of the Contractor's claim;
2. The nature and circumstances that caused the claim;
3. The provisions in this Agreement that support the claim;
4. The estimated dollar cost, if any, of the claimed work and how that estimate was determined; and
5. An analysis of the progress schedule showing the schedule change or disruption if the Contractor is asserting a schedule change or disruption.

B. *Records.* The Contractor shall keep complete records of extra costs and time incurred as a result of the asserted events giving rise to the claim. The City shall have access to any of the Contractor's records needed for evaluating the protest.

The City will evaluate all claims, provided the procedures in this section are followed. If the City determines that a claim is valid, the City will adjust payment for work or time by an equitable adjustment. No adjustment will be made for an invalid protest.

C. *Contractor's Duty to Complete Protested Work.* In spite of any claim, the Contractor shall proceed promptly to provide the goods, materials and services required by the City under this Agreement.

D. *Failure to Protest Constitutes Waiver.* By not protesting as this section provides, the Contractor also waives any additional entitlement and accepts from the City any written or oral order (including directions, instructions, interpretations, and determination).

E. *Failure to Follow Procedures Constitutes Waiver.* By failing to follow the procedures of this section, the Contractor completely waives any claims for protested work and accepts from the City any written or oral order (including directions, instructions, interpretations, and determination).

15. **LIMITATION OF ACTIONS:** CONTRACTOR MUST, IN ANY EVENT, FILE ANY LAWSUIT ARISING FROM OR CONNECTED WITH THIS AGREEMENT WITHIN 120 CALENDAR DAYS FROM THE DATE THE CONTRACT WORK IS COMPLETE OR CONTRACTOR'S ABILITY TO FILE THAT CLAIM OR SUIT SHALL BE FOREVER BARRED. THIS SECTION FURTHER LIMITS ANY APPLICABLE STATUTORY LIMITATIONS PERIOD.

16. **WORK PERFORMED AT CONTRACTOR'S RISK:** Contractor shall take all necessary precautions and shall be responsible for the safety of its employees, agents, and subcontractors in the performance of the contract work and shall utilize all protection necessary for that purpose. All work shall be done at Contractor's own risk, and Contractor shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work.

17. **COMPLIANCE WITH LAWS AND REGULATIONS:** The Contractor warrants full compliance with all applicable local, state, or federal laws and regulations and agrees to indemnify and defend the City against any loss, cost, liability, or damage, including reasonable attorney's fees, by reason of successful bidder's violation of this paragraph.

18. **TERMINATION:** This Contract may be terminated in whole or in part, without penalty, under the following conditions: 1) by mutual written agreement; 2) by the City for breach by the Contractor of any of the obligations or requirements set forth in the Contract Documents which would, at the option of the City, require the Contractor to assume liability for any and all damages, including the excess of re-procuring similar products or services; 3) for convenience of the City; or 4) by the City for non-appropriation of funds.

- a) *Termination for Cause.* The City may, upon 7 days written notice to Contractor and to its surety, terminate (without prejudice to any right or remedy of the City) the contract, or any part of it, for cause upon the occurrence of any one or more of the following events: Contractor fails to complete the work or any portion thereof with sufficient diligence to ensure substantial completion of the work within the contract time; Contractor is adjudged bankrupt, makes a general assignment for the benefit of its creditors, or a receiver is appointed on account of its insolvency; Contractor fails in a material way to replace or correct work not in conformance with the Contract Documents, Contractor repeatedly fails to supply skilled workers or proper materials or equipment; Contractor materially disregards or fails to comply with laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction; or Contractor is otherwise in material breach of any provision of the contract. Upon termination, the City may, at its option, take possession of or use all documents, materials, equipment, tools, and construction equipment and machinery thereon owned by Contractor to maintain the orderly progress of, and to finish, the work, and finish the work by whatever other reasonable method it deems expedient.
- b) *Termination for Convenience.* The City may, upon written notice, terminate (without prejudice to any right or remedy of the City) the contract, or any part of it, for the convenience of the City.
- c) *Settlement of Costs.* If the City terminates for convenience, Contractor shall be entitled to make a request for an equitable adjustment for its reasonable direct costs incurred prior to the effective date of the termination, plus a reasonable allowance for overhead and profit on work performed prior to termination, plus the reasonable administrative costs of the termination, but shall not be entitled to any other costs or damages, whatsoever, provided however, the total sum payable upon termination shall not exceed the Contract Sum reduced by prior payments.

19. **COMPLIANCE WITH TERMS:** The City may at any time insist upon strict compliance with these terms and conditions, notwithstanding any previous custom, practice, or course of dealing to the contrary.

20. **PAYMENT:** Contractor shall maintain time and expense records and provide them to the City along with monthly invoices in a format acceptable to the City for work performed to the date of the invoice. All invoices shall be paid by the City within 45 days of receipt of a proper invoice. If the services rendered do not meet the requirements of the Contract, Contractor will correct or modify the work to comply with the Contract. City may withhold payment for such work until the work meets the requirements of the Contract.

21. DISPUTE RESOLUTION: In the event there is a dispute between the parties, the parties agree to resolve that dispute in the following manner: (a) The parties shall attempt in good faith to resolve any dispute promptly through negotiation. Either party may give the other party written notice that a dispute exists (a "Notice of Dispute"). The Notice of Dispute shall include a statement of such party's position. Within ten (10) days of the delivery of the Notice of Dispute, the parties shall meet at a mutually acceptable time and place and attempt to resolve the dispute; (b) If the parties are unable to resolve the dispute, they may elect to submit the dispute to mediation. The cost of the mediation shall be borne equally by the parties. The mediator shall be selected by the mutual agreement of the parties; (c) If the mediation does not result in a settlement of the dispute, the dispute shall be settled by binding arbitration by the Judicial Arbitration and Mediation Services ("JAMS") in accordance with the then operative construction rules of JAMS. The parties may select an arbitrator by mutual agreement, or if unable to agree, the arbitrator will be selected pursuant to the rules of JAMS. The parties shall be bound by the decision of such arbitrator. The arbitration shall be conducted in Kitsap County, Washington; provided, if JAMS is unable to conduct the arbitration in Kitsap County, then the arbitration shall be held in such location as the parties may agree after consulting with JAMS.



**CITY OF PORT ORCHARD  
INSURANCE REQUIREMENTS**

Insurance Term. The Contractor shall procure and maintain for the duration of the Contract with the City, insurance as described herein, without interruption from commencement of the Contractor's work through the term of the contract and for thirty (30) days after the physical completion date, unless otherwise indicated herein. Such insurance shall be 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 Contractor, their agents, representatives, employees and subcontractors and shall meet the requirements herein.

No Limitation. The Contractor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

Minimum Scope of Insurance. The Contractor shall obtain insurance of the types described below:

- *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.
- *Commercial General Liability* insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 11 85 or an equivalent endorsement. There shall be no endorsement or modification of the Commercial General Liability Insurance for liability arising from explosion, collapse, or underground property damage. The City shall be named by endorsement as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing equivalent coverage.
- *Workers' Compensation* coverage as required by the Industrial Insurance laws of the State of Washington.

- *Employers' Liability* coverage to include bodily injury, and bodily injury by disease. Employers Liability coverage may be included in the Contractor's General Liability Coverage or as a stand-alone policy.
- *Builders Risk* insurance covering interests of the City, the Contractor, Subcontractors, and Sub-subcontractors in the work. Builders Risk insurance shall be on an all-risk policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including flood, earthquake, theft, vandalism, malicious mischief, collapse, temporary buildings, and debris removal. The Builders Risk insurance covering the work will have a deductible of \$5,000 for each occurrence, which will be the responsibility of the Contractor. Higher deductibles for flood and earthquake perils may be accepted by the City upon written request by the Contractor and written acceptance by the City. Any increased deductibles accepted by the City will remain the responsibility of the Contractor. The Builders Risk insurance shall be maintained until final acceptance of the work by the City.
- *Employer's Liability* insurance limit of \$1,000,000 each accident, Employer's Liability Disease each employee \$1,000,000 and Employer's Liability Disease – Policy limit \$1,000,000.

Minimum Amounts of Insurance. The Contractor shall maintain the following insurance limits:

- *Automobile Liability* insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
- *Commercial General Liability* insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and a \$2,000,000 products-completed operations aggregate limit.
- *Builders Risk* insurance shall be written in the amount of the completed value of the project with no coinsurance provisions.
- *Workers' Compensation* insurance as required by the State of Washington.
- *Employer's Liability* insurance with Washington Stop Gap Employers' Liability minimum limits of \$1,000,000 each accident, \$1,000,000 disease - each employee, \$1,000,000 disease - policy limit.

The City will not be responsible for payment of industrial insurance premiums or for any other claim or benefit for this Contractor or any sub-Contractor or employee of the Contractor which might arise under the industrial insurance laws during the performance of duties and services under this contract. If the Department of Labor and Industries, upon audit, determines that industrial insurance payments are due and owing as a result of work performed under this

contract, those payments shall be made by the Contractor; the Contractor shall indemnify the City and guarantee payment of such amounts.

Public Entity Full Availability of Contractor Limits. If the Contractor maintains higher insurance limits than the minimums shown above, the Public Entity shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this contract or whether any certificate of insurance furnished to the Public Entity evidences limits of liability lower than those maintained by the Contractor.

Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Commercial General Liability and Builders Risk insurance:

- The Contractor'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 Contractor's insurance and shall not contribute with it.
- If any coverage is written on a "claims made" basis, then a minimum of three (3) year extended reporting period shall be included with the claims made policy, and proof of this extended reporting period shall be provided to the City.

Contractor's Insurance for Other Losses. The Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools, Contractor's employee-owned tools, machinery, equipment, or motor vehicles owned or rented by the Contractor, or the Contractor's agents, suppliers or contractors as well as to any temporary structures, scaffolding and protective fences.

Waiver of Subrogation. The Contractor waives all rights against the City, any of its Subcontractors, Sub-subcontractors, agents, and employees, for damages caused by fire or other perils to the extent covered by Builders Risk insurance or other property insurance obtained pursuant to this Insurance Requirements Section of the Contract or other property insurance applicable to the work. The Contractor'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. The City will not waive its right to subrogation against the Contractor. The Contractor's insurance shall be endorsed acknowledging that the City will not waive its right to subrogation.

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

Verification of Coverage. The Contractor 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 Automobile Liability and Commercial General Liability insurance of the Contractor before commencement of the work. Before any exposure to loss may occur, the Contractor shall file with the City a copy of the Builders Risk insurance policy that

includes all applicable conditions, exclusions, definitions, terms, and endorsements related to this project.

Subcontractors. Contractor shall ensure that each subcontractor of every tier obtain at a minimum the same insurance coverage and limits as stated herein for the Contractor (with the exception of Builders Risk insurance). Upon request the City, the Contractor shall provide evidence of such insurance. The Contractor shall ensure that the Public Entity is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement as least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

Notice of Cancellation. The Contractor's insurance shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been provided to the City. The Contractor shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation, within two business days of their receipt of such notice.

Failure to Maintain Insurance. The insurance required by this Section will not be canceled, materially changed or altered without forty-five (45) days prior written notice submitted to the City. Failure on the part of the Contractor to maintain insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Contractor to correct the breach, immediately terminate the Contract, or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Contractor from the City.

**CITY OF PORT ORCHARD  
DECLARATION OF OPTION FOR PERFORMANCE  
BOND OR ADDITIONAL RETAINAGE**

**(APPLICABLE TO CONTRACTS OF \$150,000 OR LESS –RCW 39.08.010)**

*Note 1: This form must be submitted at the time the Contractor executes the Contract. The Contractor shall designate the option desired, where applicable, by checking the appropriate space.*

*Note 2: Regardless of choice under Section 2 of this form, the Contractor will be required to provide a warranty/maintenance bond **effective at project close out** prior to either release of the performance bond or release of the 10% retainage.*

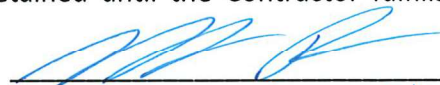
1. The Contractor shall provide 5% retainage, pursuant to RCW 60.28.011(1)(a).

2. In addition, the Contractor elects to (select one):

  X   (1) Furnish a performance bond in the amount of the total contract sum. An executed performance and payment bond on the required form is included with the executed contract documents.

       (2) Have the City retain, in lieu of the performance and payment bonds, an additional 5% for a total of ten percent (10%) of the total contract amount for a period of thirty days after date of final acceptance, or until receipt of all necessary releases from the department of revenue, the employment security department, and the department of labor and industries and settlement of any liens filed under chapter 60.28 RCW, whichever is later. RCW 39.08.010.

In choosing option 2, the Contractor agrees that if the Contractor, its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract, and shall faithfully perform all the provisions of such Contract and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of the Contract that may hereafter be made, at the time and in the manner therein specified, and shall pay all laborers, mechanics, subcontractors, and materialmen, and all persons who shall supply such person or persons, or subcontractors, with provisions and supplies for the carrying on of such work, on his or her part, and shall defend, indemnify, and save harmless the City of Port Orchard, Washington, its officers and agents from any claim for such payment, then the funds retained in lieu of a performance bond shall be released at the time provided in said option 2; otherwise, the funds shall be retained until the Contractor fulfills the said obligations.

  
Contractor Signature, Date 5/6/2024

Bond No. 800153132



**PERFORMANCE AND PAYMENT BOND**

**CITY OF PORT ORCHARD  
2024 THERMOPLASTIC APPLICATION  
PUBLIC WORKS PROJECT NO. PW2024-008**

Bond to City of Port Orchard, Washington

Bond No. \_\_\_\_\_

We, \_\_\_\_\_, and \_\_\_\_\_,  
(Principal) (Surety)

a \_\_\_\_\_ Corporation, and as a surety corporation authorized to become a surety upon Bonds of Contractors with municipal corporations in Washington State, are jointly and severally bound to the City of Port Orchard, Washington (“Owner”), in the penal sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), the payment of which sum, on demand, we bind ourselves and our successors, heirs, administrators, executors, or personal representatives, as the case may be. This Performance Bond is provided to secure the performance of Principal in connection with a contract dated \_\_\_\_\_, 20\_\_\_\_, between Principal and Owner for a project entitled **2024 Thermoplastic Application** Project No. **PW2024-008** (“Project”). The initial penal sum shall equal 100 percent of the Total Bid Price, including sales tax, as specified in the Proposal submitted by Principal.

NOW, THEREFORE, this Performance and Payment Bond shall be satisfied and released only upon the condition that Principal, its heirs, executors, administrators, successors, or assigns:

- Faithfully performs all provisions of the Contract and changes authorized by Owner in the manner and within the time specified as may be extended under the Contract;
- Pays all laborers, mechanics, subcontractors, lower tier subcontractors, material persons, and all other persons or agents who supply labor, equipment, or materials to the Project;
- Pays the taxes, increases and penalties incurred on the Project under Titles 50, 51 and 82 RCW on: (A) Projects referred to in RCW 60.28.011(1)(b); and/or (B) Projects for which the bond is conditioned on the payment of such taxes, increases and penalties; and
- Posts a two-year warranty/maintenance bond to secure the project. Such bond shall be in the amount of twenty percent (20%) of the project costs.

Provided, further that this bond shall remain in full force and effect until released in writing by the City at the request of the Surety or Principal.

The surety shall indemnify, defend, and protect the Owner against any claim of direct or indirect loss resulting from the failure:

- Of the Principal (or any of the employees, subcontractors, or lower tier subcontractors of the Principal) to faithfully perform the contract, or

- Of the Principal (or any subcontractor or lower tier subcontractor of the Principal) to pay all laborers, mechanics, subcontractors, lower tier subcontractors, material person, or any other person who provides supplies or provisions for carrying out the work.

The liability of Surety shall be limited to the penal sum of this Performance and Payment Bond.

Principle and Surety agree that if the Owner is required to engage the services of an attorney in connection with enforcement of this bond each shall pay the Owner reasonable attorney’s fees, whether or not suit is commenced, in addition to the penal sum.

No change, extension of time, alteration, or addition to the terms of the Contract or to the Work to be performed under the Contract shall in any way affect Surety’s obligation on the Performance Bond. Surety hereby waives notice of any change, extension of time, alteration, or addition to the terms of the Contract or the Work, with the exception that Surety shall be notified if the Contract time is extended by more than twenty percent (20%).

If any modification or change increases the total amount to be paid under the Contract, Surety’s obligation under this Performance and Payment Bond shall automatically increase in a like amount. Any such increase shall not exceed twenty-five percent (25%) of the original amount of the Performance and Payment Bond without the prior written consent of Surety.

This Performance and Payment Bond shall be governed and construed by the laws of the State of Washington, and venue shall be in Kitsap County, Washington.

IN WITNESS WHEREOF, the parties have executed this instrument in two (2) identical counterparts this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Surety

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Signature of Authorized Official

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

By \_\_\_\_\_  
Attorney in Fact (Attach Power of Attorney)

Name and address of local office of  
Agent and/or Surety Company:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Surety companies executing bonds must appear on the current Authorized Insurance List in the State of Washington per Section 1-02.7 of the Standard Specifications.

**ACKNOWLEDGEMENT**

**Corporation, Partnership, or Individual**

STATE OF \_\_\_\_\_)

) ss.

COUNTY OF \_\_\_\_\_)

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared \_\_\_\_\_, to me known to be the (check one of the following boxes):

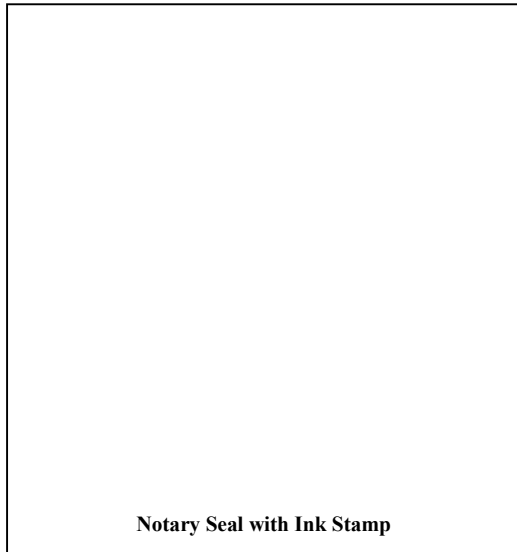
\_\_\_\_\_ of \_\_\_\_\_, the  
**corporation,**

\_\_\_\_\_ of \_\_\_\_\_, the  
**partnership,**

**individual,**

that executed the foregoing instrument to be the free and voluntary act and deed of said  corporation,  partnership,  individual for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute said instrument.

WITNESS my hand and official seal hereto affixed the day and year first above written.



Dated: \_\_\_\_\_

\_\_\_\_\_

Print or type name

**NOTARY PUBLIC,**  
in and for the State of Washington

Residing at: \_\_\_\_\_

My Commission expires: \_\_\_\_\_

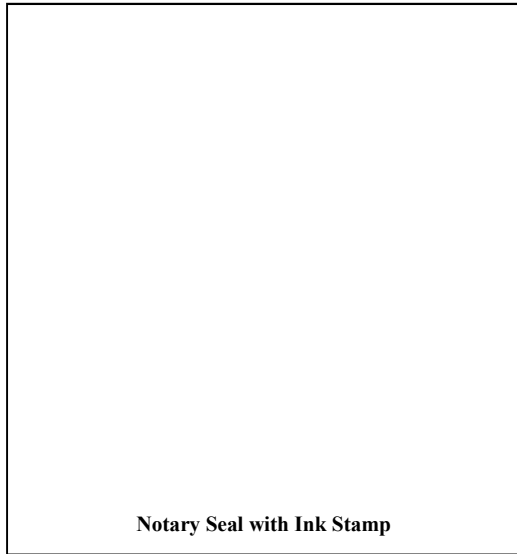
**SURETY ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_ )  
 ) ss.

COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared \_\_\_\_\_, to me known to be the \_\_\_\_\_ of \_\_\_\_\_, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute said instrument.

WITNESS my hand and official seal hereto affixed the day and year first above written.



Dated: \_\_\_\_\_

\_\_\_\_\_

Print or type name

**NOTARY PUBLIC,**  
in and for the State of Washington

Residing at:  
\_\_\_\_\_

My Commission expires:  
\_\_\_\_\_

CITY OF PORT ORCHARD

MAINTENANCE/WARRANTY BOND

(Note: Before the Performance Bond (or the 10 percent Retainage if selected by Contractor) can be released, the City must receive the one (1) year Maintenance/Warranty Bond)

PROJECT #, PERMIT #, PW2024-008
CONTRACT #
SURETY BOND #:
DATE POSTED:
EXPIRATION DATE:

RE: Project Name: 2024 Thermoplastic Application
Owner/Developer/Contractor:
Project Address:

KNOW ALL PERSONS BY THESE PRESENTS: That we, (hereinafter called the "Principal"), and, a corporation organized under the laws of the State of, and authorized to transact surety business in the State of Washington (hereinafter called the "Surety"), are held and firmly bound unto the City of Port Orchard, Washington, in the sum of dollars (\$) 20% Total Contract Amount, lawful money of the United States of America, for the payment of which sum we and each of us bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, by these presents. THE CONDITIONS of the above obligation are such that:

WHEREAS, the above named Principal has constructed and installed certain improvements on public property in connection with a project as described above within the City of Port Orchard; and

WHEREAS, the Principal is required to post a bond for the twelve (12) months following written and final acceptance of the project in order to provide security for the obligation of the Principal to repair and/or replace said improvements against defects in workmanship, materials or installation during the twelve (12) months after written and final approval/acceptance of the same by the City;

NOW, THEREFORE, this Maintenance Bond has been secured and is hereby submitted to the City. It is understood and agreed that this obligation shall continue in effect until released in writing by the City, but only after the Principal has performed and satisfied the following conditions:

A. The work or improvements installed by the Principal and subject to the terms and conditions of this Bond are as follows: (insert complete description of work here)

Three horizontal lines for inserting the description of work.



B. The Principal and Surety agree that the work and improvements installed in the above-referenced project shall remain free from defects in material, workmanship and installation (or, in the case of landscaping, shall survive,) for a period of twelve (12) months after written and final acceptance of the same and approval by the City. Maintenance is defined as acts carried out to prevent a decline, lapse or cessation of the state of the project or improvements as accepted by the City during the twelve (12) month period after final and written acceptance, and includes, but is not limited to, repair or replacement of defective workmanship, materials or installations.

C. The Principal shall, at its sole cost and expense, carefully replace and/or repair any damage or defects in workmanship, materials or installation to the City-owned real property on which improvements have been installed, and shall leave the same in as good condition as it was before commencement of the work.

D. The Principal and the Surety agree that in the event any of the improvements or restoration work installed or completed by the Principal as described herein, fail to remain free from defects in materials, workmanship or installation (or in the case of landscaping, fail to survive), for a period of twelve (12) months from the date of approval/acceptance of the work by the City, the Principal shall repair and/replace the same within ten (10) days of demand by the City, and if the Principal should fail to do so, then the Surety shall:

1. Within twenty (20) days of demand of the City, make written commitment to the City that it will either:
  - a). remedy the default itself with reasonable diligence pursuant to a time schedule acceptable to the City; or
  - b). tender to the City within an additional ten (10) days the amount necessary, as determined by the City, for the City to remedy the default, up to the total bond amount.

Upon completion of the Surety's duties under either of the options above, the Surety shall then have fulfilled its obligations under this bond. If the Surety elects to fulfill its obligation pursuant to the requirements of subsection D(1)(b), the City shall notify the Surety of the actual cost of the remedy, upon completion of the remedy. The City shall return, without interest, any overpayment made by the Surety, and the Surety shall pay to the City any actual costs which exceeded the City estimate, limited to the bond amount.

2. In the event the Principal fails to make repairs or provide maintenance within the time period requested by the City, then the City, its employees and agents shall have the right at the City's sole election to enter onto said property described above for the purpose of repairing or maintaining the improvements. This provision shall not be construed as creating an obligation on the part of the City or its representatives to repair or maintain such improvements.

E. Corrections. Any corrections required by the City shall be commenced within ten (10) days of notification by the City and completed within thirty (30) days of the date of notification. If the work is not performed in a timely manner, the City shall have the right, without

recourse to legal action, to take such action under this bond as described in Section D above.

- F. Extensions and Changes. No change, extension of time, alteration or addition to the work to be performed by the Principal shall affect the obligation of the Principal or Surety on this bond, unless the City specifically agrees, in writing, to such alteration, addition, extension or change. The Surety waives notice of any such change, extension, alteration or addition thereunder.
- G. Enforcement. It is specifically agreed by and between the parties that in the event any legal action must be taken to enforce the provisions of this bond or to collect said bond, the prevailing party shall be entitled to collect its costs and reasonable attorney fees as a part of the reasonable costs of securing the obligation hereunder. In the event of settlement or resolution of these issues prior to the filing of any suit, the actual costs incurred by the City, including reasonable attorney fees, shall be considered a part of the obligation hereunder secured. Said costs and reasonable legal fees shall be recoverable by the prevailing party, not only from the proceeds of this bond, but also over and above said bond as a part of any recovery (including recovery on the bond) in any judicial proceeding. The Surety hereby agrees that this bond shall be governed by the laws of the State of Washington. Venue of any litigation arising out of this bond shall be in Kitsap County Superior Court.
- H. Bond Expiration. This bond shall remain in full force and effect until the obligations secured hereby have been fully performed and until released in writing by the City at the request of the Surety or Principal.

DATED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

SURETY COMPANY

DEVELOPER/OWNER

**(Signature must be notarized)**

**(Signature must be notarized)**

By: \_\_\_\_\_

By: \_\_\_\_\_

Its \_\_\_\_\_

Its \_\_\_\_\_

Business Name: \_\_\_\_\_

Business Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

Business Address: \_\_\_\_\_

City/State/Zip Code: \_\_\_\_\_

City/State/Zip Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

CITY OF PORT ORCHARD

By: \_\_\_\_\_

Date: \_\_\_\_\_

Its Public Works Director/

**CHECK FOR ATTACHED NOTARY SIGNATURE**

\_\_\_\_\_ **Developer/Owner (Form P-1)**

\_\_\_\_\_ **Surety Company (Form P-2)**

**FORM P-1 / NOTARY BLOCK  
(Developer/Owner)**

STATE OF WASHINGTON                    )  
  ) ss.  
COUNTY OF KITSAP                    )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged as the \_\_\_\_\_ of \_\_\_\_\_ that they signed this instrument, on oath stated that they are authorized to execute the instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(print or type name)

NOTARY PUBLIC in and for the  
State of Washington, residing  
at: \_\_\_\_\_

My Commission expires: \_\_\_\_\_

**FORM P-2 / NOTARY BLOCK  
(Surety Company)**

STATE OF WASHINGTON                    )  
  ) ss.  
COUNTY OF                                    )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged as the \_\_\_\_\_ of \_\_\_\_\_ that they signed this instrument, on oath stated that they are authorized to execute the instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(print or type name)

NOTARY PUBLIC in and for the  
State of Washington, residing  
at: \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

## APPENDIX A

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



## SCHEDULE OF CONTRACT PRICES

### 2024 THERMOPLASTIC APPLICATION

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

Item #	Description of Work / Unit Price in Words	Estimated Quantity	Unit	Unit Bid Price	Total Amount
<b>Base Bid</b>					
1	SPCC Plan	1	LS	\$ 750.00	\$ 750.00
§ Seven hundred, fifty (Total Amount in Words)					
2	Temporary Traffic Control	1	LS	\$ 2,500.00	\$ 2,500.00
§ Two thousand, five hundred (Total Amount in Words)					
3	Arrow	30	EA	\$ 300.00	\$ 9,000.00
§ Nine thousand (Total Amount in Words)					
4	Traffic Letters- ONLY/YIELD	0	EA	\$ 200.00	\$ 0.00
§ Zero (Total Amount in Words)					
5	Crosswalk Bars	1342	SQFT	\$ 12.00	\$ 16,104.00
§ Sixteen thousand, one hundred, four (Total Amount in Words)					
6	Stop Bar	360	SQFT	\$ 12.00	\$ 4,320.00
§ Four thousand, three hundred, twenty (Total Amount in Words)					
7	8" Dotted Line	0	SQFT	\$ 30.00	\$ 0.00
§ Zero (Total Amount in Words)					
8	8" Solid Line	0	SQFT	\$ 20.00	\$ 0.00
§ Zero (Total Amount in Words)					
9	Grinding/Removal	0	SQFT	\$ 8.00	\$ 0.00

Item #	Description of Work / Unit Price in Words	Estimated Quantity	Unit	Unit Bid Price	Total Amount
<u>\$ Zero</u> (Total Amount in Words)					
10	Minor Change	5000	LS	\$1	\$ 5,000.00
<u>\$ Five thousand</u> (Total Amount in Words)					
<b>Total Bid</b>					<b>\$ 37,674.00</b>

**SALES TAX**

In accordance with Section 1-07.2(1) and DOR Rule 171, State Sales Tax: Work performed on City, County, or Federally-owned land, **the Contractor shall include Washington State retail sales taxes IN the various unit bid prices** or other amounts. These retail sales taxes shall include those the Contractor pays on purchases of materials, equipment, and supplies used or consumed in doing the work.

**ACKNOWLEDGEMENTS**  
**CITY OF PORT ORCHARD**  
**2024 THERMOPLASTIC APPLICATION**  
**PUBLIC WORKS PROJECT NO. PW2024-008**


The undersigned Bidder hereby agrees to start construction on this project, if awarded, no later than fourteen (14) calendar days after the Notice to Proceed and to complete the project within the time stipulated in the Contract. By signing below, Bidder acknowledges receipt of the following Addenda to the Bid Documents:

_____	_____	_____	_____
Addendum No.	Date of Receipt	Addendum No.	Date of Receipt
_____	_____	_____	_____
Addendum No.	Date of Receipt	Addendum No.	Date of Receipt

NOTE: Failure to acknowledge receipt of Addenda may be considered as an irregularity in the Bid Proposal and Owner reserves the right to determine whether the bid will be disqualified.

By signing below, Bidder certifies that he/she has reviewed the insurance provisions of the Bid Documents and will provide the required coverage.

The undersigned Bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date for this Project, the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

<b>OFFICIAL AUTHORIZED TO SIGN FOR BIDDER:</b>	
"I certify (or declare) under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct."	
Signature: 	Date: April 19, 2024
Printed Name and Title: Mark Price, President	Location or Place Executed (City, State): Sumner, WA
Business Address: 1813 137th Ave E Sumner, WA 98390	Business Telephone: 253-863-2987

**NOTES:** If the Bidder is a co-partnership, give firm name under which business is transacted; proposal must be executed by a partner. If the Bidder is a corporation, proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign). Any signature must be notarized below.

**Public Agency Name:** City of Port Orchard  
**Roster Type:** Small Works Roster  
**Date:** 03/21/2024  
**Time:** 03:14 pm  
**Main-Category:** Roadway Construction, Repair, and Maintenance  
**Sub-Category:** Asphalt Pavement Grinding, Planing and Pulverization, Pavement Markings

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**Small Works Roster Businesses:**

A&W Paving, Inc  
A.C.E. Improvements  
A 1 asphalt paving Inc  
AA Asphaltting LLC  
AAA Sweeping LLC  
Active Construction Inc.  
Agate Asphalt  
ALL STRIPES, LLC  
All Terrain Excavating LLC  
Altus Traffic Management LLC dba Statewide Safety Systems  
Arrow Concrete & Asphalt Specialties, LLC  
Asphalt Patch Systems Inc  
ATK Construction Inc.  
Bear Creek Asphalt Paving LLC  
Becker Blacktop LLC  
Benjamin Asphalt, Inc.  
Big Dawg Preservation and Properties, L.L.C.  
Black Hills Excavating Inc.  
C. Denney Construction  
CCT Construction, Inc  
Central Paving LLC  
Champion Specialty Services  
Coatings Northwest LLC  
CR Contracting  
DallumBuildCo, LLC  
Elbowgrease Group, LLC  
EVERSON ASPHALT PAVING INC  
Extreme Excavation  
FORMA Construction Company  
FPH Construction, Inc.  
Gates Painting Co., LLC  
GEC NW, Inc.  
Glacier Works, LLC  
Global Contractors LLC  
grade werks excavating llc  
Granite Construction Company  
Grenlar Construction  
Hanson Excavation  
Hanson Tree Service LLC  
HCPA  
Hi Grade Asphalt & Seal Coat Inc  
Hot Mix Pavers, Inc.  
HUIZENGA ENTERPRISES LLC  
Inland Company  
Interwest Construction Inc.  
J A Morris Construction  
Judha of Lion Landscaping and Services  
Key Peninsula Construction, LLC  
Lakeridge Paving Co., LLC  
Lakeside Industries, Inc - Port Angeles & Port Ludlow  
Lakeside Industries Inc. - Kent  
Langsholt Contracting Inc  
Legacy Construction  
Legionary Handyman, LLC  
Liberty Asphalt Maintenance & Markings LLC  
Liden Land Development & Excavation INC.

LSR Mobile Blasting  
Matt Rychel  
May Valley Excavation  
McCann Construction Enterprises, Inc.  
Merriman Contracting LLC  
Mills General LLC  
MITCH GRAY INC.  
Molecular Inc  
Mr. Asphalt and Sons LLC  
Mt. View Locating Services, LLC  
New X Inc  
Nordland Construction Nw  
Nordvind Company  
North Fork Excavating Inc.  
Northwest Asphalt, Inc.  
Northwest Traffic, Inc.  
NOVA Contracting, Inc  
N P M Construction Co.  
NW Construction General Contracting, Inc.  
Nys Enterprises  
Olson Brothers Excavating  
PACIFIC COMMUNICATION SERVICES LLC  
Pacific Surveying and Engineering Services  
Pacific Tech Construction  
Paintmaster Services Inc.  
Pape & Sons Construction, Inc.  
Parker Pacific Excavation  
Pavement Markings Inc.  
Pavement Surface Control  
Pony Up Parking Lots, Inc  
Precision Striping  
PR Systems LLC  
Puget Paving & Construction, Inc.  
Purcell P & C, LLC  
Quality Coating Enterprises  
Quality Painting NW LLC  
RailWorks Track Systems LLC  
Rainier Asphalt and Concrete  
Rainier Pressure Washing  
Raptor Excavating and Contracting LLC  
RAZZ Construction, Inc.  
Reign City Services LLC  
Road Products, LLC  
ROGNLINS INC.  
Russ Construction, LLC  
SEALTECH ASPHALT, INC.  
Simmons and Sons Contracting Inc  
Simple Solutions  
Smugglers Cove Flagging LLC  
Sound Excavation, Inc.  
Specialized Pavement Marking, LLC  
Stanley Patrick Striping  
Starcon  
Stateline LLC  
Stripe Rite Inc  
Stumpy Tree Service  
Swofford Excavating  
Sykos LLC  
Talakai Construction, LLC  
Tastad Construction Inc.  
The Westsound Company  
Tieton Construction  
TKK, LLC  
TMC Contractors LLC

Tony Lind Paving  
Total Property Services  
TRICO Companies, LLC  
T Stone Construction LLC  
Tucci & Sons, Inc.  
UTILIGI  
Valley Asphalt LLC  
Vet Industrial Inc  
Welwest Construction Inc.  
Winters Family Construction  
Wolfskillconstruction, llc





### Agenda Staff Report

Agenda Item No.: Business Item 7C

Meeting Date: May 14, 2024

Subject: Adoption of a Resolution Approving a Commercial Electric Facilities Contract with Puget Sound Energy for the McCormick Woods Well 11 Site

Prepared By: Denis Ryan  
Public Works Director

**Summary:** The McCormick Woods-Well No. 11 Site Improvement Project (the “Project”) was identified as a priority task for the City of Port Orchard’s Public Works Department. Existing Wells 1 and 2 are scheduled to be decommissioned, and the City needs to improve Well 11 as it will be the sole drinking water source for the McCormick Woods well field. Project improvements will include an upgraded pump station, VFD, booster pumps, yard piping, tank restoration and setup for future water filtration system. On July 27, 2021, Port Orchard City Council adopted Ordinance No. 021-21 accepting a Pre-Construction loan with Washington State Department of Health (DOH), Office of Drinking Water funded with Drinking Water State Revolving Fund (DWSRF) funds, and authorizing a contract (C054-21) with DOH for the loan, to begin the Project. The City was successful in obtaining further funding from DOH for the Project, and on April 26, 2022, the City Council adopted Ordinance No. 012-22, and accepting a Drinking Water State Revolving Fund (DWSRF) Construction Loan managed by the DOH, in the amount \$8,080,000 (loan fee included), for final design and the construction of the multi-phased Project and approving the associated contract (C058-22) with DOH for the loan. The City Council authorized a contract with a design consultant to prepare the design for the Project. On August 8, 2023, the City Council approved a contract with JMG Constructors for the Construction of the Project.

The Project requires the installation of a Puget Sound Energy (PSE) Commercial 3 Phase Underground Line Extension and Convert Transformer into Handhole. PSE has provided the City with a Commercial Electric Facilities Contract for PSE’s required design and construction costs for the electrical improvements in the amount of \$62,212.94. Although the work is performed by PSE and not the City, the Project—inclusive of the work being performed by PSE—is a public work, subject to the bidding requirements set out at RCW 35.23.352. In order to access power for the Project, the City is required to utilize the services of PSE as the sole available power provider in the area. The City has included the costs associated with this portion of the Project in the total Project cost. The proposed contract from PSE has an estimate of total costs for this work, but the final cost will depend on the work PSE determines is necessary for the connection.

**Recommendation:** Staff recommends approval of a Resolution authorizing the Mayor to execute a Commercial Electric Facilities Contract in the amount of \$62,212.94, with Puget Sound Energy, to design and install electrical

infrastructure for the McCormick Woods-Well No. 11 Site Improvement Project, with additional costs to be identified by PSE.

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

**Motion for consideration:** I move to adopt a Resolution authorizing the Mayor to execute a Commercial Electric Facilities Contract in an amount not to exceed \$70,000, with Puget Sound Energy to design and install electrical infrastructure for the McCormick Woods-Well No. 11 Site Improvement Project.

**Fiscal Impact:** This amount is included in the Project budget.

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

**Attachments:** Resolution  
PSE Contract

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

**A RESOLUTION OF THE CITY OF PORT ORCHARD, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE A COMMERCIAL ELECTRIC FACILITIES CONTRACT WITH PUGET SOUND ENERGY, FOR THE MCCORMICK WOODS-WELL NO. 11 SITE IMPROVEMENT PROJECT.**

**WHEREAS**, the McCormick Woods-Well No. 11 Site Improvement Project (the “Project”) has been identified as a priority task for the City of Port Orchard’s Public Works Department; and

**WHEREAS**, on July 27, 2021, Port Orchard City Council adopted Ordinance No 021-21 accepting a Pre-Construction loan from the Drinking Water State Revolving Fund (DWSRF), as managed by the Washington State Department of Health (DOH), Office of Drinking Water to begin design of the Project; and

**WHEREAS**, on April 26, 2022, the Port Orchard City Council adopted Ordinance No. 012-22, accepting a Drinking Water State Revolving Fund (DWSRF) Construction Loan managed by the DOH, in the amount \$8,080,000 (loan fee included), for the continuation of the design and the construction of the multi-phased Project; and

**WHEREAS**, on August 8, 2023, pursuant to the City’s Procurement Policies and Procedures, as amended, at Section 5 Bid Procedures, the City selected JMG Constructors for construction of the Project and the City Council approved a contract for that work; and

**WHEREAS**, the Project requires the installation of a Puget Sound Energy (PSE) Commercial 3 Phase Underground Line Extension and Convert Transformer into Handhole to meet the power requirements of the Project, and PSE, as the utility provider for this region, is the sole vendor to provide these necessary services and connection; and

**WHEREAS**, PSE has provided the City with a Commercial Electric Facilities Contract that includes an approved design and construction costs for the required electrical improvements in the amount of \$62,212.94 with additional costs to be identified by PSE; 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 finds that this work is necessary for the Project and that PSE is the sole provider for this work and therefore waives procurement requirements that apply to this work, if any. The City Council authorizes the Mayor or designee to execute an agreement in a form that is acceptable to the City Attorney with Puget Sound Energy for the McCormick Woods-Well No 11 Site improvement Project, in an amount to not

exceed \$70,000. The Mayor is authorized to take all actions necessary consistent with this authorization to effectuate this approval. The City Council ratifies all actions taken prior to this authorization that are 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 14th day of May 2024.

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

ATTEST:

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



**COMMERCIAL ELECTRIC FACILITIES CONTRACT**

Date **04/08/2024**

Contract is subject to revision after 90 days

CUSTOMER (OWNER) NAME <b>CITY OF PORT ORCHARD</b>		CO-OWNER NAME (IF APPLICABLE)	
SERVICE ADDRESS <b>5171 SAINT ANDREWS DR SW</b>	CITY <b>PORT ORCHARD</b>	STATE <b>WA</b>	ZIP <b>98366</b>
BILLING ADDRESS <b>216 PROSPECT ST</b>	CITY <b>PORT ORCHARD</b>	STATE <b>WA</b>	ZIP <b>98366</b>
PHONE <b>360-876-7048</b>	EMAIL <b>jbrown@portorchardwa.gov</b>	PSE WORKORDER NO. <b>105104090</b>	

Summary of Charges:	Brief Description of Work:
Construction Costs: <u>\$ 48,020.92</u>	COMMERCIAL 3 PHASE UNDERGROUND LINE EXTENSION & CONVERT TRANSFORMER INTO HANDHOLE.
Transformation Charges: <u>\$ 12,809.19</u>	
Less Applicable Margin Allowance: <u>\$ 0</u>	
<b>Sub-Total (Potential Refundable Costs):</b> <u>\$ 60,830.11</u>	<b>Brief Description of Other Costs:</b> MATERIALS, LABOR & FLAGGING.
Permitting Fees*: <u>\$ 340.66</u>	
Relocation/Removal of Existing Facilities: <u>\$ 0</u>	
Other Non-Refundable Construction Charges: <u>\$ 1,042.17</u>	
<b>Sub-Total (Non-Refundable Costs):</b> <u>\$ 1,382.83</u>	
Less Deposit Paid in Advance: <u>\$ 0</u>	
<b>Total Amount to be Billed Under This Contract:</b> <u>\$ 62,212.94</u>	
Customer Initials <u>JB</u>	

\*If the above Permitting Fees are associated with service work only, those costs will be billed with the applicable service charges below after the service is energized.

**SECONDARY SERVICE CHARGES (PERMANENT AND TEMPORARY) ARE NOT INCLUDED IN THE SUMMARY OF CHARGES**

**ABOVE** Any applicable **Secondary Service Type** charges listed below will be billed after your service line installation, based on the actual work performed. Base Costs, in the table below, are based on the current tariff pricing as of the date of installation and include the Schedule 87 tax effect. These charges also do not include permitting fees, trenching and other excavation related work that is your responsibility. The Secondary Service Type charges from the list below that apply to your project will be **invoiced on a second bill**.

<b>Secondary Service Type (480 Voltage or Below)</b>	<b>Cost w/Schedule 87 tax effect</b>
Single wire run to handhole or transformer	\$912.07
Each additional run of wire(per circuits)	\$189.92
Each additional trip beyond 1 <sup>st</sup> trip due to customer needs	\$564.25 per trip
Hourly rate for additional engineering at customer's request	\$246.24
Underground Temporary Service Charge	\$230.00
Overhead Temporary Service Charge	\$474.00
Overhead to Overhead Permanent Service Charge	\$914.28
Underground to Underground Permanent Service Charge	\$749.75
Overhead to Underground Permanent Service Charge	\$1,401.23

Customer Initials:

JB

By signing this contract you are authorizing PSE to continue with all the needed elements to complete your project. Upon receipt of a signed contract, PSE will bill you for the amount indicated on the *"Total Amount to Be Billed Under This Contract"* line. The bill will sent to the billing address listed on this contract. PSE requires payment of these line extension charges prior to scheduling construction. Payments can be made via pse.com (fees may apply), by mail, or at a PSE Pay Station. Delaying payment may result in a construction delay for your project. Customer requested changes in the scope of the project may result in additional charges, and/or delays to your project.

DocuSigned by: JACKI BROWN Signature: JACKI BROWN Name: JACKI BROWN Title: Utilities Manager Date: 04/08/2024  
 Page 197 of 239  
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## TERMS AND CONDITIONS

### PROJECT INFORMATION

1. The PSE drawing shows the proposed scope of your project including the location of permanent, above ground electrical facilities required to provide electrical service to your project. Fault current information for transformers associated with your project is noted on the work sketch drawing. Please review this drawing as soon as possible to ensure there are no unforeseen conflicts between PSE's design and your project. If you determine there are conflicts or if you identify a discrepancy while reviewing the drawing for your project, please contact me at the number below. **This is attached as Exhibit A.**
2. Additional construction-related information and information on metering and service entrance requirements are provided in PSE's Electric Service handbook for commercial projects. If you would like a copy of the handbook please contact me at the number below. It is your responsibility to provide your project manager, site superintendent, and/or subcontractors with any relevant information from this correspondence that apply to their work in support of your project.
3. The Excavation Requirements & Final Grade Certification must be signed by the project owner or designee and returned to me along with a signed copy of this contract. **This is attached as Exhibit B.**
4. Transformers have been sized for diversified commercial loads only, and shall not be used for high load factor (continuous) temporary power uses, such as electric heaters for dry-out. Fault currents for non-residential transformers in your project are noted on the attached PSE design drawing. Please notify the PSE representative listed on this contract immediately if you believe there are conflicts between this design and your project. It is your responsibility to provide your project manager, site superintendent, and subcontractors with any information from this correspondence and its attachments that apply to their work.
5. The requirements for trenching by customers on public right-of-ways and/or on Puget Sound Energy easements must be signed by the project owner or designee and returned along with a signed copy of this contract. **This is attached as Exhibit C.**

### POTENTIAL REFUNDS

#### Margin Allowance:

If PSE has not provided a Margin Allowance or if your Margin Allowance exceeds \$75,000, PSE agrees to calculate and refund the Margin Allowance, subject to Schedule 85. Refund requests must be made within six (6) years of the date on which the facilities installed under this contract are energized. Customers are responsible for making the one-time refund request.

#### DIM Refund:

Other refunds associated with the line extension charge may be available if additional permanent service hook-ups are made to your line extension. These service hook-ups must be made within five (5) years of the date on which your project is initially energized. Customers are responsible for making all refund requests. A refund may be requested one (1) time within six (6) years of the date on which your line extension is initially energized. It is the customer's responsibility to make the refund request. Your refund request should be directed to PSE's Customer Accounting Coordinators at [Schedule85refundrequests@pse.com](mailto:Schedule85refundrequests@pse.com).

### RATE SCHEDULE 85

All terms and conditions, costs, and refunds are in accordance with PSE's Rate Schedule 85, and any discrepancies between this contract and the Rate Schedule will be resolved in favor of the Rate Schedule. Rate Schedule 85 contains more detailed information covering costs, refunds, rights, and obligations than is reflected in this contract. The entirety of Rate Schedule 85 can be viewed at PSE's website [www.pse.com](http://www.pse.com).

This cost information is valid for 90 days from the Date Issued, and is subject to being updated after that time. I have read both pages and agree to the terms and conditions outlined in this contract and its attachments.

The amount noted on this contract is an estimated cost; however PSE's Schedule 85 line extension tariff requires customers to pay the actual cost of construction. PSE will determine the actual cost of the job once construction is complete. If the actual cost of the job is more than 10% above or below the estimated cost, an additional billing or refund will result to account for the difference.





### REQUIREMENTS FOR TRENCHING BY CUSTOMERS ON PUBLIC RIGHT-OF-WAYS AND/OR ON PUGET SOUND ENERGY, INC. EASEMENTS

The following outlines most local governmental guidelines and company standards for trenching on a public right-of-way or Puget Sound Energy, Inc. (PSE) easement. Any trenching performed by the customer, or their contractor, under a PSE permit or easement must comply with these requirements.

1. All trench construction must be performed by a Washington State licensed and bonded contractor.
2. Trench excavation, backfill, restoration, and facility placement must be coordinated with a PSE designated representative, and receive on-site approval by that representative, and local jurisdiction.
3. Right-of-way easement trenching and backfill must be performed during normal business hours, Monday through Friday. Same day excavation and backfill is required for all trenching. Job start notification to the local jurisdiction is the responsibility of Potelco, Inc. Customer shall notify Potelco Project Manager three working days prior to trenching. Penalties for failure to comply with this requirement will be borne by the customer.
4. If the job scope requires excavation beyond a single day, fencing and barricading must be installed around utility facilities exposed above the trench, if allowed, must be in accordance with local regulatory requirements.
5. PSE, all participating utilities, and One-Call Locate, must be notified a minimum of 72 hours in advance of the date and time for right-of-way trenching and facility placement. The One-Call Locate number is 1-800-424-5555. State law requires locating service notification.
6. Excavated material must remain clear of the roadway whenever possible. Excavation material, spoils, and debris shall be removed off-site each day, in accordance with local regulatory requirements. All erosion control requirements in accordance with local regulatory requirements are the responsibility of the customer.
7. Material excavated from the shoulder of the right-of-way shall be properly disposed, and replaced with select backfill material in accordance with local regulatory requirements.
8. Proper compaction is required to comply with local regulatory specifications. If the permit requires compaction testing, the cost of said testing is the responsibility of the customer.
9. All permit requirements, traffic control plans, traffic control and flagging shall meet local regulatory specifications and satisfaction.
10. In the event of failure to abide by the above requirements, PSE reserves the right, at its sole discretion, to assume trenching. In the event of delays due to equipment failure, PSE may assume trenching to meet regulatory and joint construction requirements. The customer is responsible for all trenching costs, and will reimburse the company for costs should PSE perform the trenching.

Customer Initials: <sup>DS</sup> JB

11. The customer agrees to indemnify, defend and hold harmless PSE from all liability (including reasonable attorneys' fees) arising out of, or in connection with, the above mentioned trenching activities.

Customer Initials: <sup>DS</sup> JB

I AGREE TO ADHERE TO THE ABOVE CONDITIONS

Service Address: 5171 SAINT ANDREWS DR SW PORT ORCHARD 98366 Work Order Number: 105104090

Signature: <sup>DocuSigned by:</sup> JACKI BROWN  
687BF8834FF04EC...

Name: JACKI BROWN

Title: Utilities Manager

Date: 04/08/2024



# PSE ELECTRICAL FACILITIES EXCAVATION REQUIREMENTS AND FINAL GRADE CERTIFICATION

## PURPOSE

This document is an agreement between Puget Sound Energy (PSE) and the **Owner/Developer** (Developer) who is providing excavation for the installation of PSE's facilities. This document **does not** provide an easement for operating rights. If PSE determines that a recordable easement on the Developer's property or other property is necessary, it shall be the Developer's responsibility to obtain such easements in a form acceptable to PSE prior to construction.

## EXCAVATION REQUIREMENTS

The requirements and conditions outlined below apply when you provide the excavation for PSE's electrical facilities as a condition of receiving electrical service for your project. If you need additional information, please call the PSE contact person listed below.

1. Developer is responsible for acquiring utility locates by calling One-Call, 1-800-424-5555 at least 48 hours (two full working week days) prior to digging. The excavation must meet the requirements of the Washington Administrative Code and Safety Standards.
2. Developer shall call the PSE contact person noted below for trench and route approval prior to starting excavation.
3. The electrical primary trench shall be excavated to provide a minimum of 36 inches of facility coverage, to a maximum trench depth of 48 inches. The electric service trench shall be excavated to provide a minimum of 24 inches of facility coverage, to a maximum trench depth of 36 inches. A 12 inch horizontal separation is required between PSE electrical facilities and other utilities within a joint trench.
4. All back fill must be free of sharp objects and construction debris. Developer shall provide and install sand bedding and shading for electrical facility protection as directed by PSE's contact person. Developer is responsible for any damages caused by improper backfill or compaction.
5. Developer agrees to maintain a minimum of 2 feet of horizontal clearance between PSE conduit, pipe or conductors and any foundation on Developer's property.
6. The vault excavation shall be dug to the dimensions noted on the attached work sketch. Vault holes shall have a solid level bottom with a 6 inch deep layer of crushed rock bedding.
7. Developer shall provide the excavation for PSE electrical facilities within the designed location. Developer shall identify and provide final grade, property lines, and utility easements prior to installation of PSE's electrical facilities.
8. Developer will be financially liable for the relocation of PSE's facilities which are inadequately covered, located outside the area where PSE has adequate operating rights, improperly graded inhibiting standard access and/or any damages resulting from dig-ins due to changes or variations in grade that are made after the installation of PSE's facilities.

## FINAL GRADE CERTIFICATION

By my signing below, I certify that the electrical facilities work area shall be at final grade prior to excavation. I assume full responsibility for my excavation work and the resulting location of these facilities. I also agree to indemnify, defend, and hold harmless Puget Sound Energy from all liability arising out of, or in connection with my work, including but not limited to all claims, losses, damages, and expenses, including reasonable attorney's fees, which result from my failure to excavate within easement areas or rights-of-way, or from digging without adequate rights on adjoining properties.

Service Address: 5171 SAINT ANDREWS DR SW PORT ORCHARD 98366 Work Order Number: 105104090

Signature:   
DocuSigned by:  
687BF8834FF04EC...

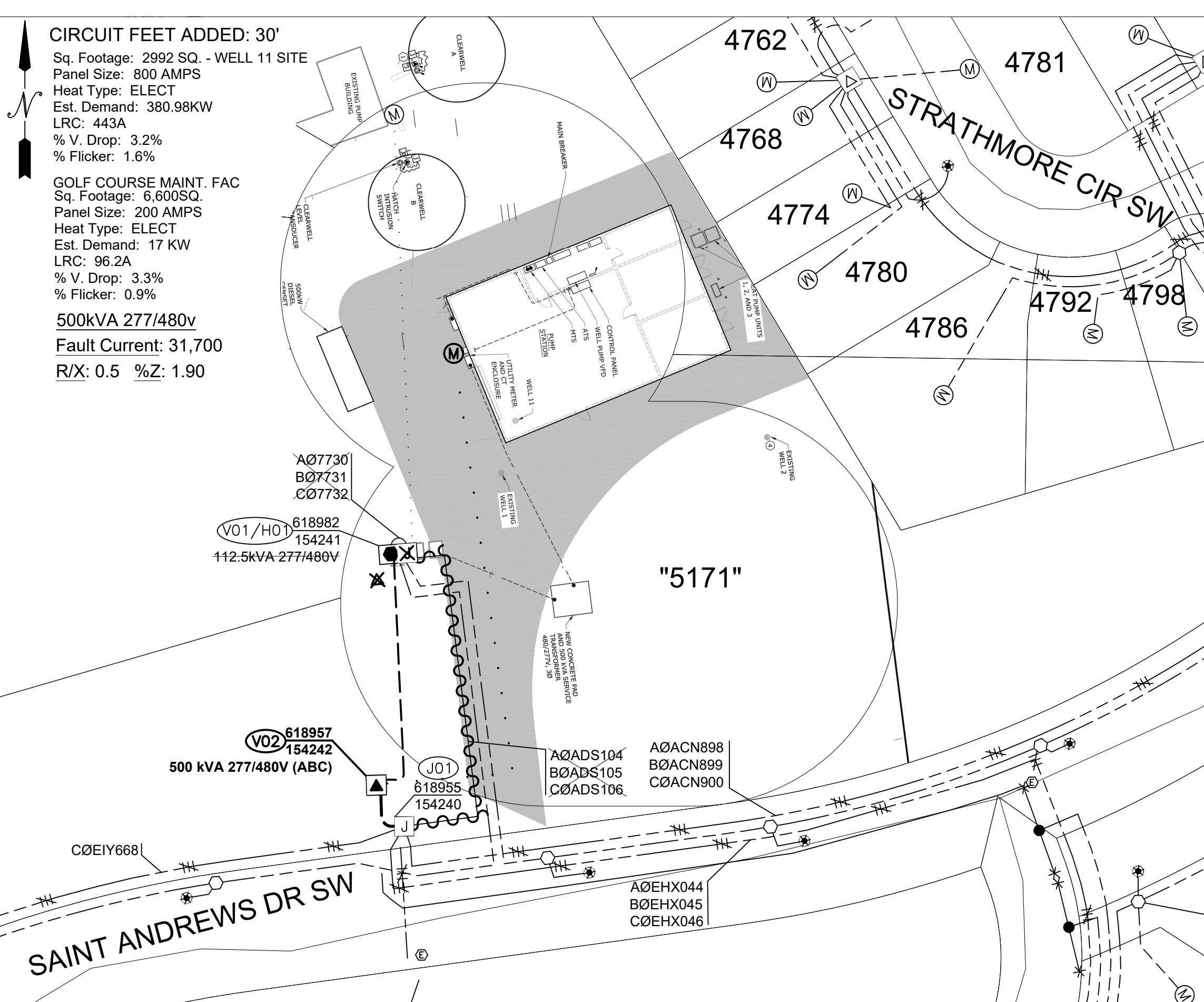
Name: JACKI BROWN

Title: Utilities Manager

Date: 04/08/2024



Mar 12, 2024 11:34am C:\Corpus01\puget.com\csp\Electric\_Kitsop\Project Managers\Susan Williams\NCC COMMERCIAL\105104090 CITY OF PORT ORCHARD 513333693\CAD\105104090 city of port orchard.dwg



**SITE SPECIFIC NOTES**

- J01 GRID #618955-154240: (EXISTING)**
-EXIST 3P JBOX TO REMAIN
-EXIST CABLE #'S A0-ACN898, B0-ACN899, C0-ACN900 TO REMAIN
-EXIST CABLE #'S A0-EHX044, B0-EHX045, C0-EHX046 TO REMAIN
-EXIST CABLE #C0-EIY668 TO REMAIN
-REMOVE (3) ELBOWS & CABLE #'S A0-ADS104, B0-ADS105, C0-ADS106
-INST (3) L/B ELBOWS
-INST CABLE #'S A0-AEM064, B0-AEM065, C0-AEM066
- V01/H01 GRID #618982-154241: \*\*CONVERT INTO A SEC CONCRETE HANDHOLE\*\***
-REMOVE & DISPOSE EXIST 3PH 5'-6" X 4'-8" LID
-EXIST 3PH 4'-8" X 4'-8" SQ VAULT TO REMAIN
-INST NEW 4'-8" X 4'-8" 504 LID
-INST (8) 4-POS FARGO LUGS
-RECONNECT EXIST SVC'S
-REMOVE & DELIVER THE EXISTING 3P 112.5kVA, 277/480V PM XFMR
-REMOVE (6) ELBOWS
-REMOVE CABLE #'S A0-ADS104, B0-ADS105, C0-ADS106
-REMOVE CABLE #'S A0-7730, B0-7731, C0-7732
- V02 GRID #618957-154242: (NEW)**
-INST 7' X 7' X 4' W/ 60" X 24" ACCESS W/8" SQ COVER
-SET 500KVA, 277/480V PM XFMR
-INST (3) L/B ELBOWS
-INST (4) 4-POS CONNECTOR BARS (MID:7651002)
-INST (3) BOLT KITS (MID:7651008)
-INST CABLE #'S A0-AEM064, B0-AEM065, C0-AEM066
-INST GRID #618957-154242
-CONNECT & TAG CUST OWNED UG CONDUCTORS (3 RUNS OF 300KCMIL WIRE)
- SPAN SPECIFIC NOTES**
**J01 - V01:**
-REMOVE EXIST (2006) 3PH 1/0 AL SOL PRI CABLE, ±185' & ABANDONED EXIST CONDUIT
ACTUAL FOOTAGE REMOVED= \_\_\_\_\_
**J01 - V02:**
-INST 1-4" DB120 CONDUIT ±30', (ACTUAL= \_\_\_\_\_)
IN CUST PROVIDED TRENCH W/ 3/8" POLY PULL ROPE
-INST (3) 1/0 AL SOL JACKETED PRI CABLE, ±50', (ACTUAL= \_\_\_\_\_)
**V02 - H01:**
-INST 1-3" DB120 CONDUIT ±120' W/ (2) 6" BELL ENDS, (ACTUAL= \_\_\_\_\_)
IN CUST PROVIDED TRENCH W/ 3/8" POLY PULL ROPE
-INST (1) RUN OF 350 QUAD SEC UG WIRE, ±135', (ACTUAL= \_\_\_\_\_)

**POWER GENERAL NOTES - COMMERCIAL PROJECT**

- 1. All materials to be installed in accordance with Puget Sound Energy's (PSE) standards. Any deviation from this work sketch must be AUTHORIZED by PSE's Project Manager and NOTED on the Foreman's Copy.
- 2. All switching arrangements and/or outage arrangements are to be made with the Project Manager at least three (3) working days in advance.

**CUSTOMER NOTES**

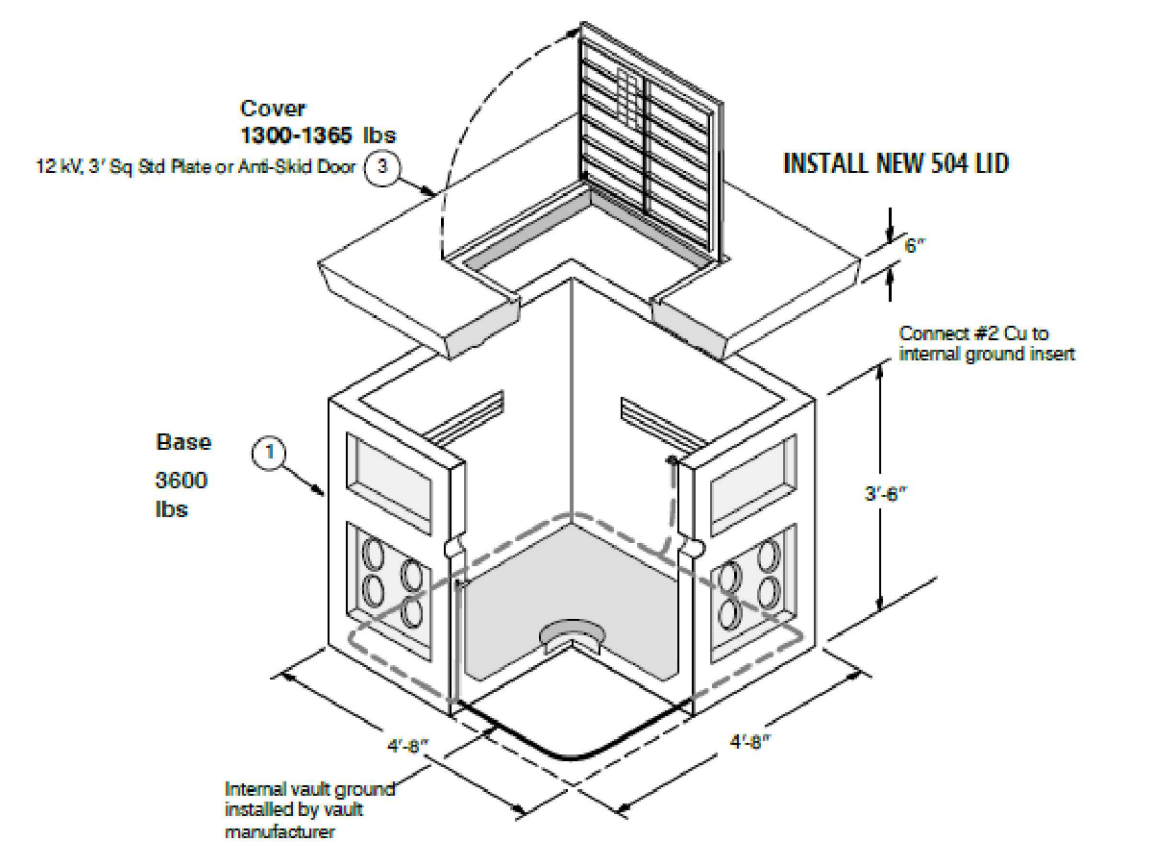
- Customer is responsible for all trenching, select backfill, compaction & restoration per Puget Sound Energy Standards & Local Municipality (See PSE Electric Service Handbook for more details).
- 1. Contact the Utilities Underground Location Center (1-800-424-5555) at least 48 hours prior to commencing work to get the underground facilities located.
- 2. STAKING: The customer will provide all staking (transformer, handhole, trench, grade, lot, pole, sidewalk, etc.). See sketch and details for locations. Equipment locations must be approved by the Project Manager.
- 3. SITE PREPARATION: The work area will be at or near finished grade, clear of trench spoils or construction materials which would restrict construction and/or equipment access, before work can begin. Roads shall be paved or have a compacted, crushed rock base in place.
- 4. CLEARANCES: Transformers require a minimum of 6 feet from fire fighting equipment, 10 feet from combustible walls, overhangs, doors, and windows, and a minimum of 5 feet from the back of curb (or guard posts will be required per PSE standards). All conduits and vaults are to be at least 5 feet away from water, storm and sewer lines when paralleling them in the right of way, and at least 1 foot when crossing them.
- 5. All work is to be done in accordance with local municipal and county permit requirements as applicable.
- 6. Inclement weather conditions may cause delays in construction times and dates.
- 7. EXCAVATION: The customer is to provide all trenching, backfill, vault excavations, compaction and restoration per this sketch and per PSE standards. A minimum protective cover of 36" is required over PSE's primary voltage equipment and 24" is required of PSE's secondary voltage equipment. The customer will provide any and all shoring or they will side slope the trench to 1:1.
- 8. EROSION & SEDIMENT CONTROL: Erosion & sediment control shall be per PSE standard practice 0150.3200 techniques for temporary erosion & sediment control & any additional local jurisdiction requirements. (Local jurisdiction may have additional requirements including notes detailing where erosion or sediment control structures are to be installed, cross section details of the typical erosion structures, & special requirements for work in sensitive areas.)
- 9. Customer is required to have meter inspected and approved by L&I/City prior to construction.

**CIRCUIT LOADING TABLE**

CIRCUIT:	SIN-24			
AS OF	9/22/2023	A PHASE	B PHASE	C PHASE
EXIST. PEAK LOAD		333	280	242
EST. NEW LOAD		24	24	24
TOTAL		357	304	265

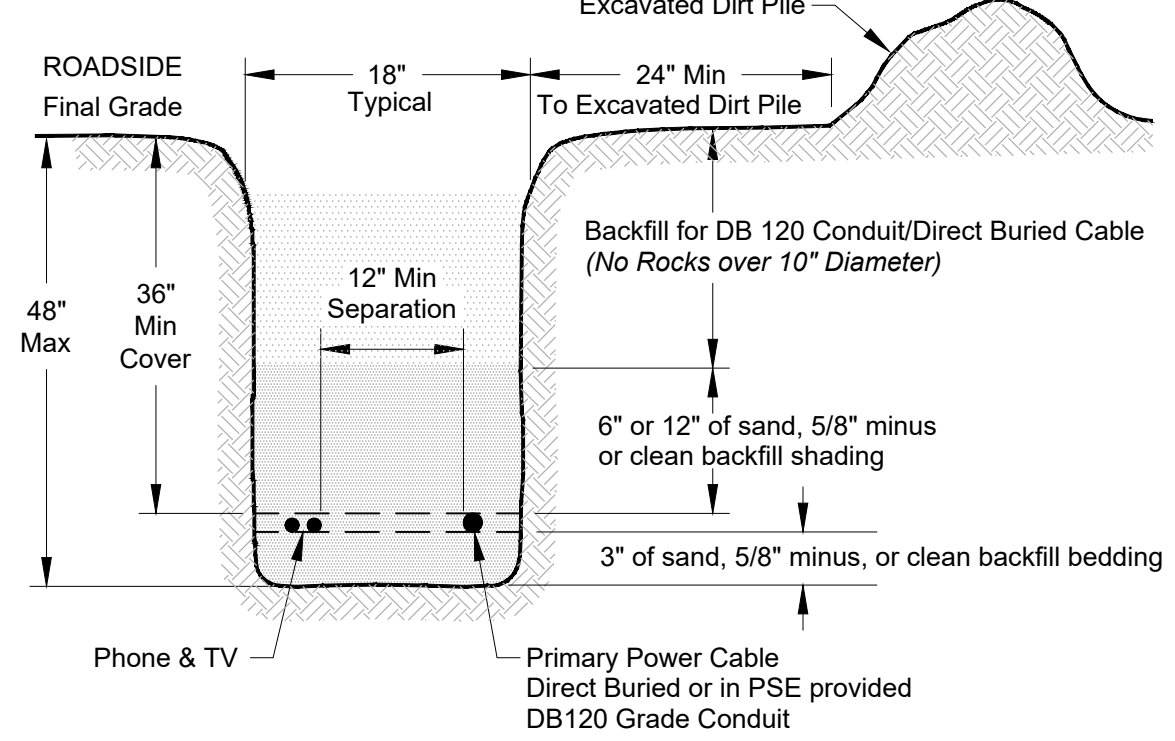
**SITE PLAN**

SCALE: 1" = 50'

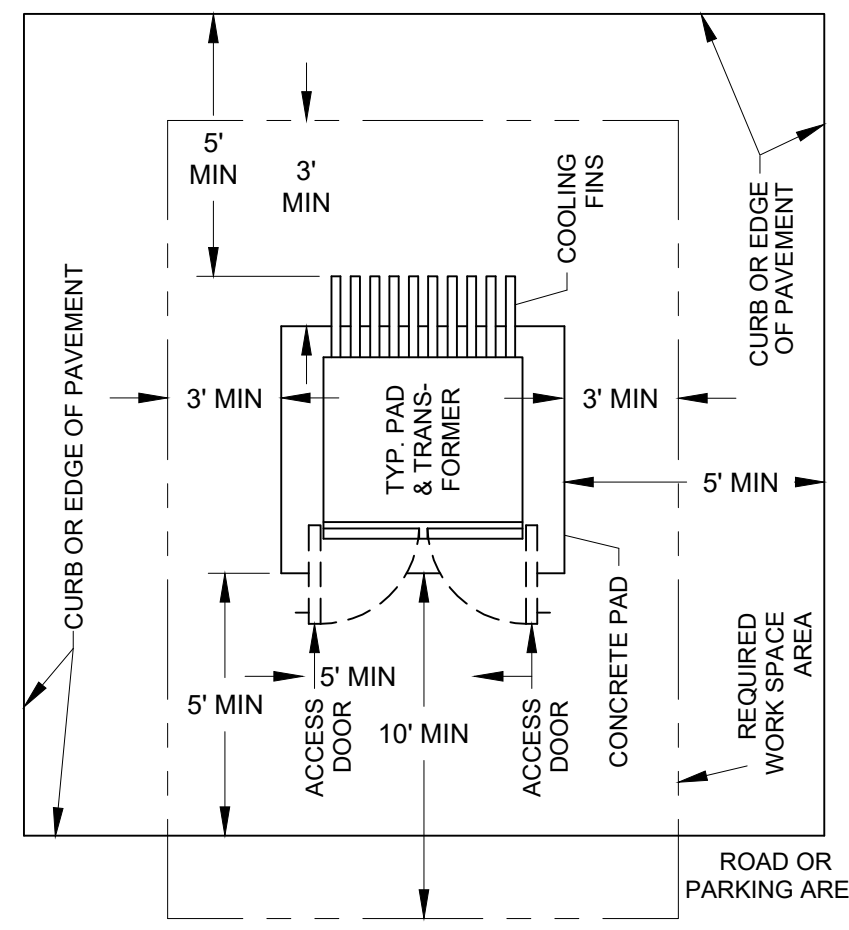


**V01/H01 CONVERT 3PH VAULT TO CONCRETE HANDHOLE**  
NOT TO SCALE

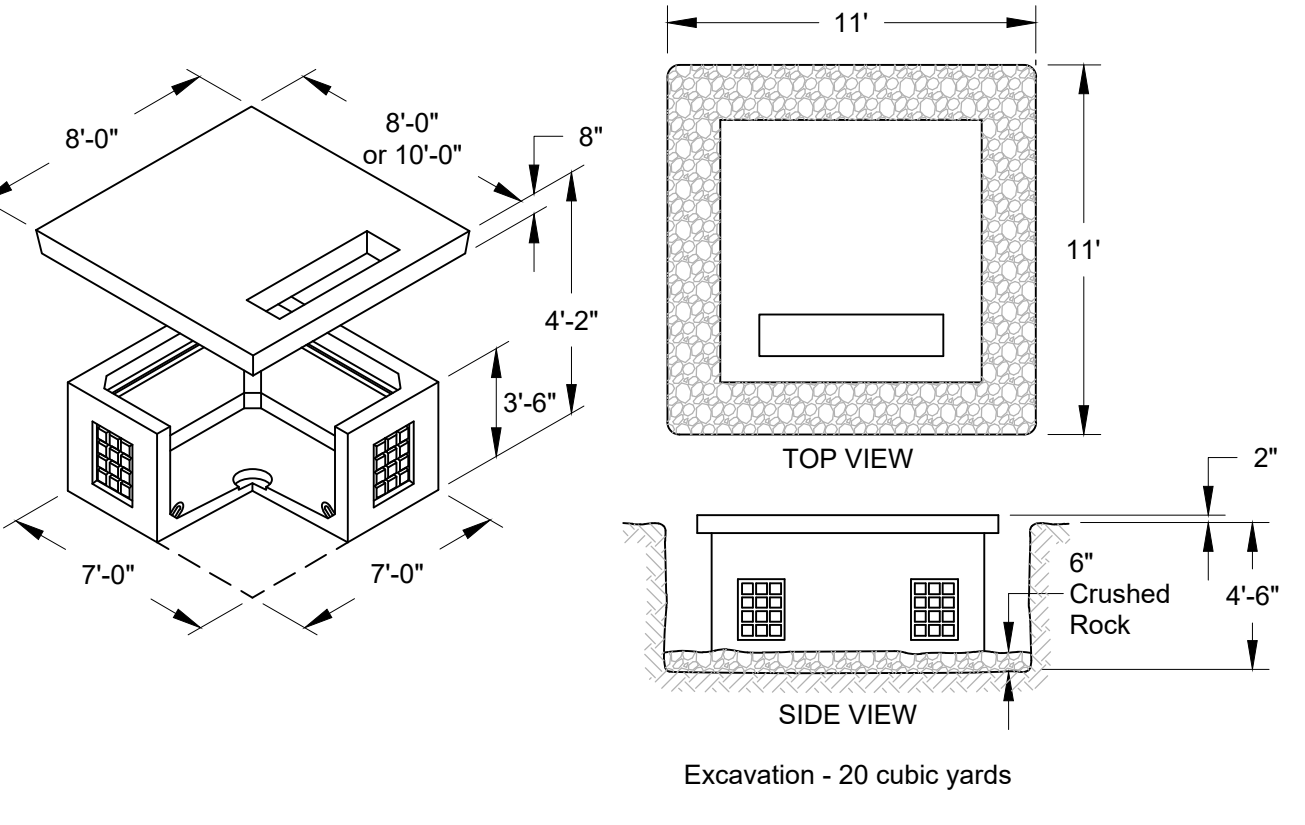
Trench and backfill requirements for primary electric line extension trenches (No PSE gas)  
- A 12" layer of sand, 5/8" minus, or clean shading is required when excavated native material contains rocks up to 10" in diameter.  
- A 6" layer of sand, 5/8" minus, or clean shading is allowed when excavated native material contains rocks no larger than 8" in diameter.



**JOINT TRENCH DETAIL**  
Primary-Direct Buried or DB 120 (NTS)



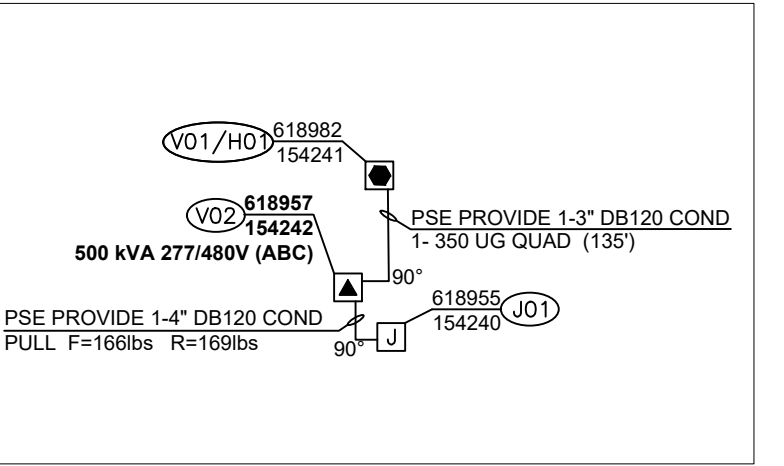
**MINIMUM CLEARANCES FOR PSE EQUIPMENT (V02)**  
SCALE: NONE



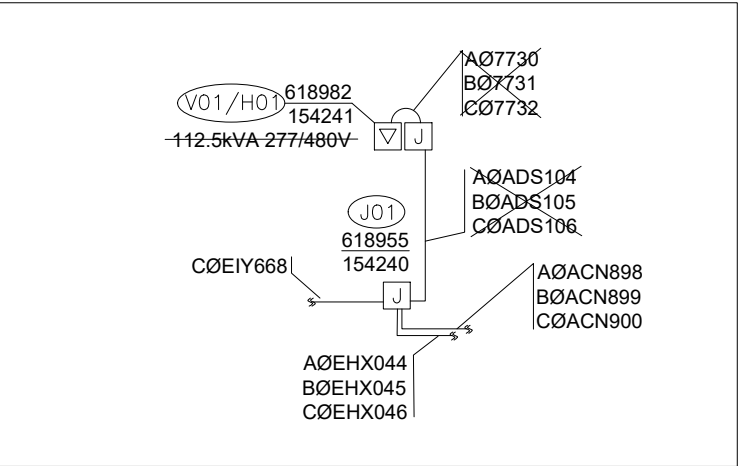
**VAULT & EXCAVATION DETAIL AT V02**  
Not to scale 6045.5000

**TRANSFORMER INSTALLATION (PM)**  
Installed at site: **V02**  
Grid Number: 618957-154242  
kVA Rating: 500kVA 277/480v  
Material ID#: 6259250  
**Foreman to reline the following information**  
Company ID#: \_\_\_\_\_  
Primary phase connected to: \_\_\_\_\_  
Tested Secondary Voltage: \_\_\_\_\_

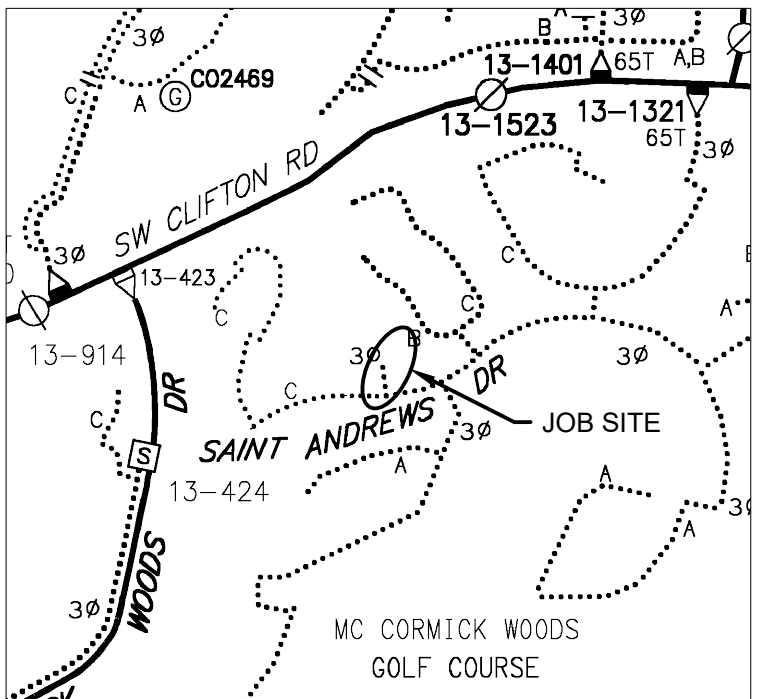
**TRANSFORMER REMOVAL**  
Removed at site: **V01**  
Grid Number: 618982-154241  
kVA Rating: 112.5kVA  
**Foreman to reline the following information**  
Company ID#: \_\_\_\_\_  
Primary phase connected to: \_\_\_\_\_  
Tested Secondary Voltage: \_\_\_\_\_



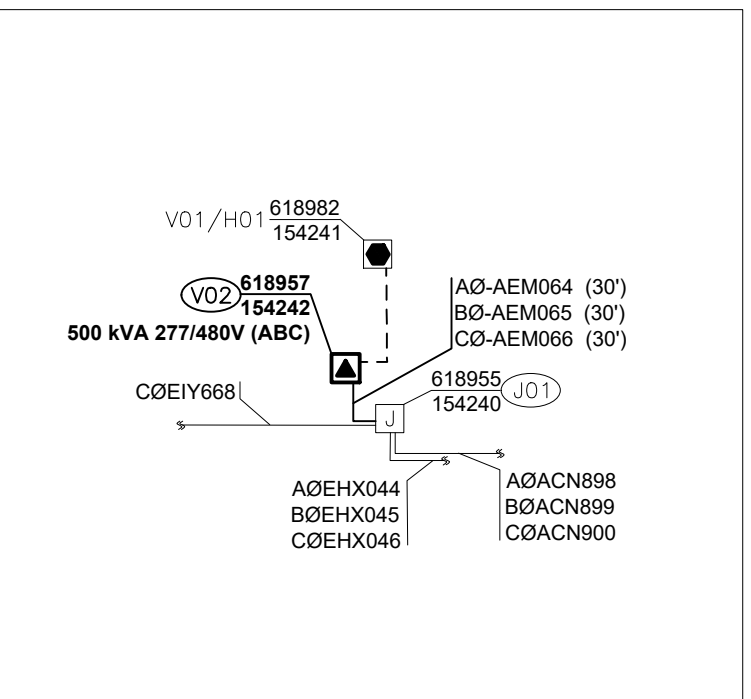
**ONE-LINE CONDUIT DIAGRAM**  
NOT TO SCALE



**PRIMARY ONE-LINE & UG MAP: BEFORE**  
NOT TO SCALE



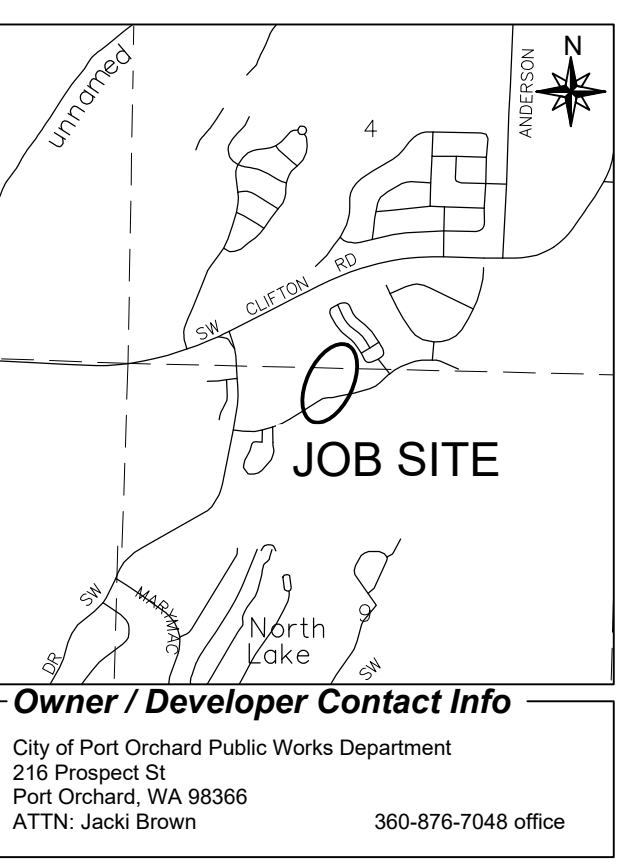
**OVERHEAD CIRCUIT MAP**  
SCALE: 6" = 1MI



**PRIMARY ONE-LINE & UG MAP: AFTER**  
NOT TO SCALE

**FOREMAN (CHECK BOX WHEN COMPLETED)**  
 PSE Equipment LOCKED/SECURED & Work Area left in CLEAN/SAFE Condition.  
 Grid, Cable, and Switch numbers INSTALLED & VERIFIED.  
 Field Changes RED-LINED on As-Built.  
 Material VERIFIED and CHANGES noted on Paperwork.  
 Total PRIMARY Cable noted on As-Built.  
 Company ID#'s RECORDED in correct location on As-Built.  
 Indicate correct FUSE SIZE on As-Built & VERIFY proper PHASE.  
 Deviations noted on the As-Built and their reason.  
 I certify that the work performed meets PSE's standards and procedures and that all quality requirements are met.  
Foreman's Signature \_\_\_\_\_ Date \_\_\_\_\_  
Print Name \_\_\_\_\_

**Vicinity Map**



**Owner / Developer Contact Info**

City of Port Orchard Public Works Department  
216 Prospect St  
Port Orchard, WA 98366  
ATTN: Jacki Brown 360-876-7048 office

PROJECT PHASE	NOTIF#	ORDER#
PWR Superior	513333693	105104090
Cust Paid Xfmr Retire		584050254
Cust Paid Wire Rem		108149754
UG Misc		594156790
Perms Svc	514447538	104356580
Metering	514447539	3002390465

**CABLE TV**  
PHONE

**Project Manager Contact Information:**  
Manager: Susan Williams  
Cell Phone: 360-204-0473  
E-Mail: susan.williams@pse.com

For contacts below dial 1-888-CALL PSE (225-5773)  
**CALL 811 TWO BUSINESS DAYS BEFORE YOU DIG**

REV#	DATE	BY	DESCRIPTION	FUNCTION	CONTACT	PHONE NO	DATE
3				ENGR - POWER	Helene Sparks	360-475-7001	9/21/23
2				ENGR - GAS	N/A	N/A	N/A
1				DRAWN BY	Helene Sparks	360-475-7001	9/21/23
				CHECKED BY	Susan Williams	360-204-0473	3-12-24
				APPROVED BY	Victor Ibarra	425-429-4574	3-12-24

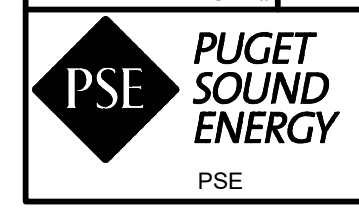
  

UTILITIES	N/A	N/A	N/A	N/A
CONTACT	N/A	N/A	N/A	N/A
PHONE#	N/A	N/A	N/A	N/A

INCIDENT	MAOP
N/A	N/A
Gas Order	N/A
N/A	Elect Order
N/A	105104090

SCALE AS NOTED PAGE 1/1



**CITY OF PORT ORCHARD**  
COMMERCIAL 3P UG L/E & CONVERT XFMR VAULT INTO HH  
5171 SAINT ANDREWS DR SW PORT ORCHARD, WA 98366





## **Agenda Staff Report**

Agenda Item No.: Business Item 7D

Meeting Date: May 14, 2024

Subject: Approval of an MOU with the Port Orchard Rotary Club for Funding Related to Given's Park

Prepared By: Nick Bond, AICP  
DCD Director

**Summary:** The City received a grant from the Recreation Conservation Officer (RCO) to rehabilitate and upgrade City facilities at Givens Park (RCO Project 22-1588). The Port Orchard Rotary Foundation offered to raise funding to provide the required match for the City project. The RCO grant provides that City with up to \$176,400 out of a total \$294,000 required for the project. The City's share of the cost is \$117,600. Any costs beyond \$294,000 would be paid by the City, but additional costs are expected at this time. If the project costs less than \$294,000, the state funding is reduced proportionately with the 60/40 split outlined in the City's grant agreement.

The Port Orchard Rotary Foundation has been raising funds for about a year and has collected \$53,366.00 so far. The City is aiming to put the park project out to bid later this summer and is currently incurring costs related to project design. The City and Rotary wish to memorialize the terms of this donation in a MOU. The MOU outlines the timing of the first payment as well as opportunities for subsequent transfers if additional funds are raised. The Rotary will transfer the funds collected to date on June 3, 2024, and will continue raising funds and will transfer additional funds on or before August 1, 2024. The MOU provides that the City will provide and post a sign at the park as part of the project in recognition of the donation by Port Orchard Rotary.

**Recommendation:** Staff recommends approval of the MOU as presented.

**Relationship to Comprehensive Plan:** The Givens Park project is identified in the City's PROS plan, as adopted by reference in the Comprehensive Plan.

**Motion for consideration:** "I move to approve an MOU with the Port Orchard Rotary Foundation as presented."

**Fiscal Impact:** In the absence of an agreement to accept these funds, the City would need to identify additional funding to complete the project in accordance with its grant agreement.

**Alternatives:** Do not approve the MOU and identify alternative funds for the project.

**Attachments:** MOU

**MEMORANDUM OF UNDERSTANDING  
REGARDING FUNDING FOR GIVENS PARK IMPROVEMENTS**

THIS AGREEMENT (this “Agreement”) is made on the date of mutual execution set forth herein, by and between the Port Orchard Rotary Foundation, a Washington nonprofit corporation (“Rotary” and “Donor”) and the City of Port Orchard, a Washington municipal corporation (the “City”) (collectively, the “Parties”).

**RECITALS**

- A. The City owns a public park located at the intersection of Sroufe Street and Tacoma Avenue in the City called “Givens Park” (the “Park”).
- B. The City has obtained grant funding from the Washington State Recreation Conservation Office (RCO) for a portion of the funding necessary to renovate the Park to expand the recreational facilities for the community, including sports fencing, lighting, goals/hoops, accessible routes, sport court surfacing, hillside viewing/seating, futsal, tennis, pickleball, and basketball (the “Project”).
- C. Rotary initiated a fundraising campaign in an attempt to match the City’s RCO grant for the Project, and the City desires to accept such funding from Rotary.
- C. The Parties desire to set forth the terms and conditions of the Donation in this Agreement.

NOW THEREFORE, for and in good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. The Donation. Rotary agrees to donate to the City, and the City agrees to accept from Donor, monetary payment in the amount of \$53,366.00 payable on June 3, 2024, provided, as the fundraising call is ongoing, Rotary may supplement this donation with an additional payment on or before August 1, 2024 without further action by the City Council (the “Donation”). Payment shall be made to the City in the manner acceptable to the City’s Finance Director. If Donor elects to claim tax benefits associated with the Donation, the City agrees, upon request, to provide Donor reasonable written verification of the City’s receipt of the Donation and the value thereof; provided, that the City makes no representations, warranties or guarantees relating to the tax implications of such Donation.

The City shall utilize the Donation for any purpose so long as it is in furtherance of the Project’s completion, including but not limited to design, engineering, materials, and labor. The City retains control over the Project and may determine a construction schedule for Project at its sole discretion.

3. Signage. In exchange for the Donation, the City agrees that a portion of the Donation shall be used for the design, purchase and installation of a commemorative sign acknowledging the Donation installed at the Park upon completion of the Project in a location selected at the

discretion of the City with input from Rotary, provided the metal sign shall not exceed 3' in diameter and shall include copy that is mutually agreed upon by the City and Rotary.

4. No Assumption of Liability. By providing the funds set forth herein, Donor does not assume liability for claims, actions, and damages relating to the operation and use of the City's Park and the improvements and work funded pursuant to this Agreement.

5. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original, and all of which together will constitute one and the same instrument.

6. Governing Law. This Agreement is governed by and shall be construed according to the laws of the State of Washington. Venue for any dispute arising hereunder shall be Kitsap County, Washington.

7. Binding Effect. This Agreement is binding on the City, Donor, and their respective successors, assigns and legal representatives.

8. Assignment. This Agreement may not be assigned without the express written consent of the parties, which consent shall not be unreasonably withheld.

9. Entire Agreement; Amendment. This Agreement sets forth the final and entire Agreement between the parties hereto and neither they nor their agents shall be bound by any terms, conditions, statements, warranties or representations, oral or written, not herein contained. No amendment or modification of this Agreement will be effective unless in writing and signed by the City and Donor.

10. Notices. All notices required or allowed to be given pursuant to this Agreement shall be in writing, and either (i) delivered in person to the party, or (ii) delivered by U.S. mail or private courier, postage prepaid, or (iii) transmitted by facsimile machine to the facsimile number of the receiving party (if any) stated in this Agreement. Notices will be deemed received the earlier of: (a) when actually delivered, if personally delivered, (b) when transmitted if sent by facsimile or email, or (c) three days after placement in the U.S. Mail or delivery to private courier, properly addressed to the recipient.

If to Donor:

PO Box 616  
Port Orchard, WA 98366  
Attn: Wayne Wright

\_\_\_\_\_  
\_\_\_\_\_

If to the City:

City of Port Orchard, Washington  
Attn: \_\_\_\_\_

\_\_\_\_\_  
Port Orchard, Washington 98366

Either party may, by like written notice, designate a new address and/or addresses to which such notices shall be directed.



WHEREFORE, the parties have executed this Agreement as of the date stated above.

DONOR:



By Wayne S. Wright  
Port Orchard Rotary Foundation  
Its President 2023/2024

THE CITY:

City of Port Orchard, Washington, a  
municipal corporation

By \_\_\_\_\_  
Its \_



## **Agenda Staff Report**

Agenda Item No.: Business Item 7E

Meeting Date: May 14, 2024

Subject: Adoption of a Resolution Approving a Contract with Transportation Solutions, Inc. for a Transportation Impact Fee Study and Rate Schedule Update Project

Prepared By: Nick Bond, AICP  
DCD Director

**Summary:** The City is in the process of completing the 2024 Comprehensive Plan Periodic Update, which is a requirement for the City pursuant to RCW 36.70A.130. As part of this effort, the City is updating the transportation element of the Comprehensive Plan and the associated Transportation Improvement Program. Adoption of the Comprehensive Plan Update is required by December 31, 2024. Due to the likely addition of new transportation projects and based on the proposed corresponding modifications to the comprehensive plan, the City needs an update to the City’s transportation impact fee study and rate schedule to incorporate the costs associated with these new projects and the final project list proposed for inclusion in the 2024 Comprehensive Plan Update. As a reminder, in accordance with the Growth Management Act, the City may choose to collect traffic impact fees provided that the projects which are the basis of those fees are identified in the Comprehensive Plan for the City.

Pursuant to the City’s Procurement Policies, on April 2, 2024, the City issued a request for proposals (RFP) to three qualified firms selected off the City’s MRSC hosted consultant roster for this professional, non-A/E service: a transportation impact fee study and the preparation of an associated rate schedule. By the due date for proposals stated in the RFP only one firm, Transportation Solutions, Inc. (TSI), had submitted a proposal. Based on the qualifications of TSI and upon reviewing the proposal, a professional services contract for this project has been prepared. The total project cost as stated in the proposal is \$34,990.

**Recommendation:** Staff recommend approval of the contract for the transportation impact fees study and rate schedule project, as presented.

**Relationship to Comprehensive Plan:** Chapter 8 – Transportation

**Motion for consideration:** “I move to adopt a Resolution authorizing the Mayor to execute a professional services agreement with Transportation Solutions, Inc. for a transportation impact fee study and rate schedule.”

**Fiscal Impact:** The contract amount is not to exceed \$34,990. The resultant study, if adopted, will ensure that new development in Port Orchard continues to pay transportation impact fees and that these funds are available to help implement the 2024 Comprehensive Plan. A budget amendment for this project may be brought forward for consideration later this year.

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

**Attachments:** Resolution, Ex. A - Contract

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

**A RESOLUTION OF THE CITY OF PORT ORCHARD, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH TRANSPORTATION SOLUTIONS, INC. FOR THE CITY'S TRANSPORTATION IMPACT FEE STUDY UPDATE PROJECT AND DOCUMENTING PROFESSIONAL SERVICES PROCUREMENT PROCEDURES.**

**WHEREAS**, the City of Port Orchard is working to complete the 2024 periodic update to the City's Comprehensive Plan, pursuant to state law; and

**WHEREAS**, Chapter 8, the transportation element of the Comprehensive Plan, along with the Transportation Improvement Program (TIP) for the City, are proposed for amendment as part of the periodic update; and

**WHEREAS**, the City's transportation impact fee program was adopted in 2015 by Ordinance No. 023-15 following a Transportation Impact Fee Rate Study, which proposed establishing an impact fee rate as a financing tool which would allow the collection of revenue to offset the traffic impacts of new development; and

**WHEREAS**, in 2021, the transportation impact fee rates were amended by Ord. 007-21 following a second Transportation Impact Fee Rate Study to update the fees; and

**WHEREAS**, the City wishes to ensure that transportation impact fee rate schedules are up to date and are consistent with proposed amendments to the City's Comprehensive Plan and TIP; and

**WHEREAS**, the assistance of a consultant with professional expertise in transportation planning and impact fee implementation is required in order to evaluate and update the City's transportation impact fees; and

**WHEREAS**, on March 11, 2024, pursuant to state law and the City's Procurement Policies Resolution No. 072-23, as amended, the DCD established a list of qualified consultants for the project from the MRSC 2024 Consultant Roster under the categories of Engineering Services – Transportation/Traffic; and

**WHEREAS**, the preparation of a transportation impact fee study is a non-architectural or engineering (A/E) professional service, subject to the City's procurement policies for non-A/E professional services; and

**WHEREAS**, on March 11, 2024, the City's DCD selected three (3) qualified consultants from the 2023 MRSC Consultant Roster and provided a request for proposals with a response deadline to the consultants, inviting them to submit proposals for the City's project; and

**WHEREAS**, the City received one (1) proposal in response to the request for proposals, from Transportation Solutions, Inc.; and

**WHEREAS**, after reviewing the proposal from Transportation Solutions, Inc., the DCD determined that the proposal was responsive and Transportation Solutions, Inc. was a qualified consultant to perform the requested study; and

**WHEREAS**, the City's Department of Community Development and Public Works Department recommend the City Council approve a contract with Transportation Solutions, Inc. for the Transportation Impact Fee Rate Study Update Project; and

**WHEREAS**, the Port Orchard City Council, at the 2015 recommendation of the State Auditor's Office, wishes to document their consultant selection process as described above for this particular contract 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 of and authorizes the Mayor to sign a professional services agreement with Transportation Solutions, Inc. for the Transportation Impact Fee Rate Study Update Project, as attached hereto as Exhibit A and incorporated herein by this reference.

**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 Clerk in authentication of such passage this 14<sup>th</sup> day of May 2024.

---

Robert Putaansuu, Mayor

ATTEST:

---

Brandy Wallace, MMC, City Clerk

Port Orchard Contract #: \_\_\_\_\_  
Authorized Amount: \$34,990.00  
Date Start: May 14, 2024  
Date End: March 31, 2025

## CONSULTANT SERVICES AGREEMENT

**THIS AGREEMENT** is entered into by and between the City of Port Orchard, Washington, a municipal corporation organized under the laws of the State of Washington ("City") and Transportation Solutions, Inc., ("Consultant") organized under the laws of the State of Washington, located and doing business at 16932 Woodinville Redmond Rd NW, Suite A206, Woodinville, WA 98072, Phone: (425) 883-4134, Contact: Victor Salemann, Email: victors@tsinw.com (hereinafter the "Consultant").

### RECITALS:

WHEREAS, the City desires to have certain services performed for its residents; and

WHEREAS, the City has selected the Consultant to perform such services pursuant to certain terms and conditions; and

**NOW, THEREFORE**, in consideration of the mutual benefits and conditions set forth below, the parties agree as follows:

### AGREEMENT:

#### 1. Scope of Services to be Performed by Consultant.

The Consultant shall perform those services described on Exhibit "A," which is attached hereto and incorporated herein by this reference as if set forth in full. In performing such services, the Consultant shall at all times comply with all federal, state, and local statutes, rules and ordinances applicable to the performance of such services and the handling of any funds used in connection therewith. The Consultant shall perform the services diligently and completely and in accordance with professional standards of conduct and performance. The Consultant shall request and obtain prior written approval from the City if the scope or schedule is to be modified in any way.

If the services provided hereunder are funded in whole or in part under a Grant Funding Agreement, then Consultant will comply with the terms of such Grant Funding Agreement to ensure that the City is able to obtain the maximum funding under such Grant Funding Agreement. If this applies, the City will provide the Consultant with a copy of the Grant Funding Agreement.



**2. Compensation.**

The City shall pay the Consultant for services rendered according to the rates and methods set forth below.

- LUMP SUM. Compensation for these services set forth in Exhibit A shall be a Lump Sum of \$\_\_\_\_\_.**
- TIME AND MATERIALS NOT TO EXCEED. Compensation for these services shall not exceed \$34,990.00 without written authorization and will be based on the list of billing rates and reimbursable expenses attached hereto as Exhibit "B."**
- 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 "B."**
- OTHER \_\_\_\_\_**

**3. Payment.**

A. The Consultant 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 proper invoice. If the City objects to all or any portion of any invoice, it shall so notify the Consultant 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 Consultant shall keep cost records and accounts pertaining to this Agreement available for inspection by City representatives for three (3) years after final payment unless a longer period is required by a third-party agreement. Copies shall be made available on request.

D. On the effective date of this Agreement (or shortly thereafter), the Consultant shall comply with all federal and state laws applicable to independent contractors, including, but not limited to, the maintenance of a separate set of books and records that reflect all items of income and expenses of the Consultant's business, pursuant to Revised Code of Washington (RCW) 51.08.195, as required by law, to show that the services performed by the Consultant under this Agreement shall not give rise to an employer-employee relationship between the parties, which is subject to Title 51 RCW, Industrial Insurance.

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

services rendered within ten (10) days after City Council voucher approval. However, if the City objects to all or any portion of an invoice, it shall notify Consultant and reserves the option to only pay that portion of the invoice not in dispute. In that event, the Parties will immediately make every effort to settle the disputed portion.

F. The City reserves the right to direct the Consultant's compensated services before reaching the maximum amount.

#### **4. Duration of Agreement.**

A. This Agreement shall be in full force and effect for a period commencing on May 14, 2024 and ending March 31, 2025 unless sooner terminated under the provisions of this Agreement. The City reserves the right to offer two (2) one-year extensions prior to expiration of the Agreement to retain the Consultant's services.

B. Time is of the essence of this Agreement in each and all of its provisions in which performance is required. If delays beyond the Consultant's reasonable control occur, the Parties will negotiate in good faith to determine whether an extension is appropriate.

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

D. The Consultant is authorized to proceed with services upon receipt of a written Notice to Proceed.

#### **5. Standard of Care.**

The Consultant represents and warrants that it has the requisite training, skill, and experience necessary to provide the services under this Agreement and is appropriately accredited and licensed by all applicable agencies and governmental entities. Services provided by the Consultant 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.

#### **6. Ownership and Use of Documents.**

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

B. *Records preservation.* Consultant understands that this Agreement is with a government agency and thus all records created or used in the course of Consultant's work for the City are considered "public records" and are subject to disclosure by the City under the Public Records Act, Chapter 42.56 RCW ("the Act"). Consultant agrees to safeguard and preserve records in accordance with the Act. The City may be required, upon request, to disclose the Agreement, and the documents

and records submitted to the City by Consultant, unless an exemption under the Public Records Act applies. If the City receives a public records request and asks Consultant to search its files for responsive records, Consultant agrees to make a prompt and thorough search through its files for responsive records and to promptly turn over any responsive records to the City's public records officer at no cost to the City.

**7. Relationship of the Parties; Independent Consultant.**

The Parties intend that an independent contractor-client relationship will be created by this Agreement. As the Consultant is customarily engaged in an independently established trade which encompasses the specific service provided to the City hereunder, no agent, employee, representative or sub-consultant of the Consultant shall be or shall be deemed to be the employee, agent, representative or sub-consultant of the City. In the performance of the work, the Consultant 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, representatives, or sub-consultants of the Consultant. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to the Consultant, or any employee of the Consultant. The Consultant 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 of this Agreement, engage other independent contractors to perform the same or similar work that the Consultant performs hereunder.

**8. Indemnification.**

Consultant 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 attorneys' fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

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 Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence.

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

The provisions of this section shall survive the expiration or termination of this Agreement.

## 9. Insurance.

The Consultant shall procure and maintain for the duration of the 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 Consultant, its agents, representatives, or employees.

A. *Minimum Scope of Insurance.* Consultant shall obtain insurance of the types described below:

- i. 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.
- ii. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent Consultants and personal injury and advertising injury. The City shall be named as an insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.
- iii. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- iv. Professional Liability insurance appropriate to the Consultant's profession.

B. *Minimum Amounts of Insurance.* Consultant shall maintain the following insurance limits:

- i. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
- ii. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
- iii. 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 Provision.* The Consultant's Automobile Liability, Commercial General Liability, and Professional Liability insurance policies are to contain, or be endorsed to contain, that they 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.

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 Consultant 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 Consultant before commencement of the work.

F. *Notice of Cancellation.* The Consultant shall provide the City with written notice of any policy cancellation, within two business days of their receipt of such notice.

G. *Failure to Maintain Insurance.* Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

H. *No Limitation.* Consultant's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

#### **10. Record Keeping and Reporting.**

A. The Consultant shall maintain accounts and records, including personnel, property, financial, and programmatic records, which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed pursuant to this Agreement. The Consultant shall also maintain such other records as may be deemed necessary by the City to ensure proper accounting of all funds contributed by the City to the performance of this Agreement.

B. The foregoing records shall be maintained for a period of seven (7) years after termination of this Agreement unless permission to destroy them is granted by the Office of the Archivist in accordance with Chapter 40.14 RCW and by the City.

#### **11. City's Right of Inspection and Audit.**

A. Even though the Consultant 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. The Consultant agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or become applicable within the terms of this Agreement to the Consultant's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

B. The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review or audit by the City during the performance of this Agreement. All work products, data, studies, worksheets, models, reports, and other materials in

support of the performance of the service, work products, or outcomes fulfilling the contractual obligations are the products of the City.

**12. Work Performed at the Consultant's Risk.**

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

**13. Termination.**

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

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

C. *Rights Upon Termination.*

i. With or Without Cause. Upon termination for any reason, all finished or unfinished documents, reports, or other material or work of the Consultant pursuant to this Agreement shall be submitted to the City, and the Consultant 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 Consultant shall not be entitled to any reallocation of cost, profit or overhead. The Consultant shall not in any event be entitled to anticipated profit on work not performed because of such termination. The Consultant 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.

ii. Default. If the Agreement is terminated for default, the Consultant 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 Consultant. The Consultant 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 Consultant's



reasonable expenses, and shall be subject to verification. The Consultant 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 Consultant in person, termination shall be effective immediately upon the Consultant'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 Consultant in writing upon one week's advance notice to the Consultant. Such notice shall indicate the anticipated period of suspension. Notice may also be delivered to the Consultant at the address set forth in the "Notices" Section herein.

F. Nothing in this Subsection shall prevent the City from seeking any legal remedies it may otherwise have for the violation or nonperformance of any provisions of this Agreement.

#### **14. Discrimination Prohibited.**

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

#### **15. Force Majeure.**

Notwithstanding anything to the contrary in this Agreement, any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, acts of war, terrorist acts, inability to obtain services, labor, or materials or reasonable substitutes therefor, governmental actions, governmental laws, regulations or restrictions, civil commotions, casualty, actual or threatened public health emergency (including, without limitation, epidemic, pandemic, famine, disease, plague, quarantine, and other significant public health risk), governmental edicts, actions, declarations or quarantines by a governmental entity or health organization, breaches in cybersecurity, and other causes beyond the reasonable control of the Party obligated to perform, regardless of whether such other causes are (i) foreseeable or unforeseeable or (ii) related to the specifically enumerated events in this paragraph (collectively, a "**Force Majeure**"), shall excuse the performance of such Party for a period equal to any such prevention, delay or stoppage. To the extent this Agreement specifies a time period for performance of an obligation of either Party, that time period shall be extended by the period of any delay in such Party's performance caused by a Force Majeure. Provided however, that the current COVID-19 pandemic shall not be considered a Force Majeure unless constraints on a Party's performance that result from the pandemic become substantially more onerous after the effective date of this Agreement.

**16. Assignment and Subcontract.**

The Consultant shall not assign or subcontract any portion of the services contemplated by this Agreement without the prior written consent of the City. Any assignment made without the prior approval of the City is void.

**17. Conflict of Interest.**

The Consultant represents to the City that it has no conflict of interest in performing any of the services set forth in Exhibit "A." In the event that the Consultant is asked to perform services for a project with which it may have a conflict, Consultant will immediately disclose such conflict to the City.

**18. Confidentiality.**

All information regarding the City obtained by the Consultant in performance of this Agreement shall be considered confidential. Breach of confidentiality by the Consultant shall be grounds for immediate termination.

**19. Non-Appropriation of Funds.**

If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the City will so notify the Consultant and shall not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. This Agreement will terminate upon the completion of all remaining services for which funds are allocated. No penalty or expense shall accrue to the City in the event that the terms of the provision are effectuated.

**20. Employment of State Retirees.**

The City is a "DRS-covered employer" which is an organization that employs one or more members of any retirement system administered by the Washington State Department of Retirement Systems (DRS). Pursuant to RCW 41.50.139(1) and WAC 415-02-325(1), the City is required to elicit on a written form if any of the Contractor's employees providing services to the City retired using the 2008 Early Retirement Factors (ERFs), or if the Contractor is owned by an individual who retired using the 2008 ERFs, and whether the nature of the service and compensation would result in a retirement benefit being suspended. Failure to make this determination exposes the City to significant liability for pension overpayments. As a result, before commencing work under this Agreement, Contractor shall determine whether any of its employees providing services to the City or any of the Contractor's owners retired using the 2008 ERFs, and shall immediately notify the City and shall promptly complete the form provided by the City after this notification is made. This notification to DRS could impact the payment of retirement benefits to employees and owners of Contractor. Contractor shall indemnify, defend, and hold harmless the City from any and all claims, damages, or other liability, including attorneys' fees and costs, relating to a claim by DRS of a pension overpayment caused by or resulting from Contractor's failure to comply with the terms of this provision. This provision shall survive termination of this Agreement.

**21. Entire Agreement.**

This Agreement contains the entire agreement between the parties, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind either of the parties. If there is a conflict between the terms and conditions of this Agreement and the attached exhibits, then the terms and conditions of this Agreement shall prevail over the exhibits. Either party may request changes to the Agreement. Changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement.

**22. 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.

**23. 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 Consultant.

**24. Notices.**

All notices or other communications required or permitted under this Agreement shall be in writing and shall be (a) personally delivered, in which case the notice or communication shall be deemed given on the date of receipt at the office of the addressee; (b) sent by registered or certified mail, postage prepaid, return receipt requested, in which case the notice or communication shall be deemed given three (3) business days after the date of deposit in the United States mail; or (c) sent by overnight delivery using a nationally recognized overnight courier service, in which case the notice or communication shall be deemed given one business day after the date of deposit with such courier. In addition, all notices shall also be emailed, however, email does not substitute for an official notice. Notices shall be sent to the following addresses:

Notices to the City of Port Orchard shall be sent to the following address:

City Clerk  
City of Port Orchard  
216 Prospect Street  
Port Orchard, Washington 98366  
[Bwallace@cityofportorchard.us](mailto:Bwallace@cityofportorchard.us)  
Phone: 360.876.4407 Fax: 360.895.9029

Notices to the Consultant shall be sent to the following address:

\_\_\_\_\_  
\_\_\_\_\_  
Phone No.: \_\_\_\_\_  
Email: \_\_\_\_\_

**25. Resolution of Disputes; 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 Consultant under any of the provisions of this Agreement which cannot be resolved by the Mayor's determination in a reasonable time, or if the Consultant 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.

**26. Compliance with Laws.**

The Consultant agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or in the future become applicable to Consultant's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of those operations.

**27. 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 Consultant, for itself, its assignees, and successors in interest agrees as follows:

A. *Compliance with Regulations.* The Consultant 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.

B. *Nondiscrimination.* The Consultant, 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 Consultant 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.

C. *Solicitations for Subcontracts, Including Procurements of Materials and Equipment.* In all solicitations, either by competitive bidding, or negotiation made by the Consultant 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 Consultant of the Consultant'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.

D. *Information and Reports.* The Consultant 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 Consultant is in the exclusive possession of another who fails or refuses to furnish the information, the Consultant will so certify to the City or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

E. *Sanctions for Noncompliance.* In the event of the Consultant'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:

- i. withholding payments to the Consultant under the Agreement until the contractor complies; and/or
- ii. cancelling, terminating, or suspending the Agreement, in whole or in part.

F. *Incorporation of Provisions.* The Consultant 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 Consultant 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 Consultant becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Consultant may request the City to enter into any litigation to protect the interests of the City. In addition, the Consultant may request the United States to enter into the litigation to protect the interests of the United States.

**28. Counterparts.**

This Agreement may be executed in any number of counterparts, each of which shall constitute an original, and all of which will together constitute this one Agreement.

**29. Severability.**

Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part with a valid and enforceable provision that comes as close as reasonably possible to expressing the intent of the stricken provision.

IN WITNESS WHEREOF, the City and the Consultant have executed this Agreement as of the dates listed below.

**CONSULTANT**

**CITY OF PORT ORCHARD**

By: \_\_\_\_\_

By: \_\_\_\_\_

Robert Putaansuu, Mayor

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTEST/AUTHENTICATE**

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

**APPROVED AS TO FORM**

\_\_\_\_\_  
Port Orchard City Attorney's Office



## EXHIBIT A

Scope of Services and Fees to be Provided by Consultant. The Consultant shall furnish the services in accordance with the rates specified, including, but not limited to, the following outlined here or attached separately.

April 24, 2024

City of Port Orchard  
Attn: Nicholas M. Bond, AICP, DCD Director  
planning@cityofportorchard.us

**Subject: Transportation Impact Fee Study and Fee Schedule**

Dear Selection Committee,

We are writing to express our interest in providing transportation consulting services for the preparation of the Port Orchard Transportation Impact Fee Study and Fee Schedule Update.

Transportation Solutions is a 9-person privately-owned, Washington State-based consulting firm that provides transportation planning, analysis, and design services, including travel demand modeling, multimodal operations analysis, safety evaluations, transportation design, capital improvement project prioritization, transportation policy development, and grant application support. Since 1987, our firm has established a reputation for providing effective and practical solutions for the increasingly complex transportation pressures facing small- to medium-sized public agencies throughout Western Washington.

Our team provides a vast breadth and depth of experience in meeting the transportation planning, engineering, and design needs of Port Orchard. We have served as the City's on-call transportation engineering consultant since 2015 and are currently developing the Transportation Element for the 2024 Comprehensive Plan update. We developed the transportation impact fee rate study which led to the adoption of the City's first transportation impact fee, and we have performed periodic impact fee rate study updates since then.

Our approach to problem solving emphasizes identification of underlying concerns and the creation of practical, implementable, and cost-effective solutions. Our team clearly understands the state and local requirements applicable to transportation impact fees and we consistently produce rate studies that satisfy applicable requirements while meeting the needs and context of each community.

We believe our team possesses the expertise, commitment, and availability to meet the City's needs for the transportation impact fee study and fee schedule. Please contact me if you have questions as you make your decision. I, Victor Salemann, am the Principal-in-Charge and President of Transportation Solutions and am authorized to make representations for the firm. If you have any questions regarding our qualifications, please feel free to contact me anytime.

Sincerely,

**Transportation Solutions, Inc.**



Victor Salemann, PE  
President  
[victors@tsinw.com](mailto:victors@tsinw.com)  
(425) 375-2091

**1. NARRATIVE**

KEY PERSONNEL

Key members of the Transportation Solutions team that will engage with this effort are:



**Victor Salemann, PE**, will serve as Principal-in-Charge and is authorized to direct any necessary resources from the firm in the service of this agreement. His 40 years of transportation planning and traffic engineering experience began prior to the adoption of the Growth Management Act, and he has been active in transportation impact fee development, concurrency management, and travel demand modeling since 1990. He led the 2015 study which resulted in the adoption of Port Orchard’s first transportation impact fee and has supported TSI’s on-call efforts with the City for the past nine years. Victor will participate in meetings and public involvement efforts, contributing his experience and institutional knowledge. *(Estimated contract effort: 5%)*

Education: B.S., Civil Engineering, University of Washington  
 Licensure: Professional Engineer (WA, AK)  
 Years of Experience: 40



**Andrew Bratlien, PE, PTOE**, will be the Project Manager and primary point of contact for this effort. Andrew is an experienced project manager and has developed transportation impact fee rate studies for numerous municipalities in Western Washington, including supporting the 2015 and 2019 Port Orchard impact fee rate studies. Andrew has also developed transportation impact fee rate studies for the cities of Gig Harbor, Bremerton (in progress), Bainbridge Island, Sammamish, Newcastle, Mount Vernon, Anacortes, Sedro-Woolley, and others. Andrew is proficient in travel demand and intersection operations analysis. As part of his 16 years of transportation planning and modeling experience, Andrew has spent the past 10 years almost exclusively devoted to transportation planning and engineering services for small- to medium-sized agencies in Western Washington. *(Estimated contract effort: 40%)*

Education: M.S., B.S., Civil Engineering, North Dakota State University  
 Licensure: Professional Engineer (WA, CO, MT); Professional Traffic Operations Engineer  
 Years of Experience: 16



**Daniel Hodun, EIT**, will develop travel demand and intersection LOS analyses, support the identification of mitigation recommendations, perform transportation impact fee calculations, and provide document production services. Daniel has been involved in travel demand and intersection LOS model development and review for several Washington public agencies, including the cities of Port Orchard, Gig Harbor, Bremerton, and numerous others. Daniel has supported impact fee rate studies for several agencies by reviewing traffic forecasts, analyzing and identifying improvement needs, and reviewing mitigation strategies. He will perform analysis for this contract under Andrew’s supervision. *(Estimated contract effort: 45%)*

Education: B.S., Civil Engineering, Montana State University  
 Years of Experience: 4

Other members of the project team include:

- Cost Estimation: Kirk Harris, PE, PMP, TCS
  - Production Support: Jennifer Salemann
  - Quality Control: Steven A. Diebol, PE, PTOE, RSP1
  - Project Administration: Jill Berberich
- (Estimated contract effort of other team members: 10%)*

#### FIRM QUALIFICATIONS

##### **Firm Description**

Transportation Solutions is a small consulting firm based in Woodinville, which specializes in transportation planning and traffic engineering with a focus on small- to medium-sized public agencies in Washington. Our firm provides a spectrum of analysis, design, and policy support services including impact fee rate studies, comprehensive planning support, corridor studies, transportation concurrency management, on-call development review, travel demand model analyses, operations and safety analysis, capital improvement project prioritization, and transportation policy development. The Transportation Solutions' team also specializes in roundabouts, traffic signal, signing and channelization design, traffic control design, and plan, specification, and estimates (PS&E) preparation for roundabouts and other intersections in accordance with appropriate FHWA, WSDOT and local agency design standards. In addition, our firm offers safety analysis, Local Road Safety Plan and ADA Transition Plan development services.

Our firm specializes in combining the technical expertise of a large firm with the personal service of a small firm. Every member of our team has a passion for smaller communities and enjoys building long-term relationships with agencies which are often overlooked or underserved by larger firms.

**Mailing Address:** 16932 Woodinville-Redmond Road, Suite A206, Woodinville, WA 98072

**Phone:** Main office (425) 883-4134; direct: (425) 375-2091

**Email:** [victors@tsinw.com](mailto:victors@tsinw.com)

##### **Capacity and Schedule**

Our team has consistently demonstrated an ability to prepare transportation impact fee rate studies which are accepted by both public agencies and the development community as clear, defensible, and consistent. By maintaining a small but highly specialized team, we can quickly adapt to changing schedules and deadlines as projects require.

We are currently developing the 2024 Port Orchard Transportation Element update. The travel demand and intersection LOS analysis, transportation improvement project recommendations, and cost estimates which will be part of the Transportation Element will lay the technical foundation for the impact fee rate study. Under our existing contract with the City, Transportation Solutions has already completed a significant portion of the labor required for a transportation impact fee update.

The March 31, 2025 completion date identified in the RFP should provide sufficient time from the adoption of the Comprehensive Plan update to allow completion of the transportation impact fee rate study. It is likely that the technical work of the Transportation Element will be completed well in advance of the adoption of the Comprehensive Plan, allowing our team to begin work on the impact fee study well before 2025.

**Relevant Services Summary**

Our team has extensive experience in development of successful transportation impact fees in the Puget Sound region. The following table is a partial snapshot of our firm’s experience providing relevant transportation planning, engineering, and policy support for public agency clients.

	Port Orchard	Bremerton	Gig Harbor	Kitsap Co.	Bainbridge Is.	Sammamish	Lynnwood	Newcastle	Mount Vernon	Sedro-Woolley	Anacortes	Sultan	Buckley	Winlock
Impact Fee Rate Studies	X	X	X	X	X			X	X	X	X	X	X	X
Travel Demand Model Development and Analysis	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Intersection Operations (LOS) Model Development and Analysis	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Transportation Policy Support	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Grant Funds (State and Federal) and Loan Application Support	X	X	X	X		X	X	X	X	X	X	X		
City Council Presentations and Public Involvement Efforts	X	X	X	X	X	X	X	X	X	X	X	X		
Transportation Element Development and Technical Analysis	X	X	X		X	X	X	X	X	X	X	X		
Development Review and Analysis	X	X				X	X	X	X	X	X	X		

**SIMILAR PROJECT EXPERIENCE**

**Transportation Element Updates and Impact Fee Rate Studies, City of Port Orchard**

Our team developed the City’s 2015 Transportation Element update and transportation impact fee rate study. Our efforts involved the development and calibration of a citywide travel demand (Visum) model based on the Kitsap County regional demand model and an intersection LOS (Synchro/Sidra) model based on aerial imagery, field observations, and traffic counts. Our team worked with City staff to incorporate short- and long-range land use forecasts to the travel demand model and to generate corresponding intersection LOS forecasts. The intersection LOS analysis identified existing and future Level of Service deficiencies on the City’s arterial street network. From these forecasts, TSI staff developed capital improvement project recommendations and worked with City staff to prepare planning-level cost estimates.



*Port Orchard 2023 Travel Demand Model Flow*

These improvement recommendations and cost estimates formed the basis for the financial plan in the Transportation Element as well as a list of impact fee eligible projects and costs. The Transportation Element and impact fee rate study were adopted by City Council.



In 2019, TSI supported the City by developing an updated transportation impact fee rate study and fee schedule. This effort involved the recalibration of the citywide travel demand model and implementation of updated development forecasts, including commercial rezoning along the Bethel Road and Sedgwick Road corridors. The updated model also incorporated regional growth assumptions identified in the WSDOT SR 16 – *Tacoma Narrows Bridge to SR 3 Congestion Study* (modeled by TSI) and the preferred Bethel/Sedgwick corridor improvements identified in the *Bethel Road and Sedgwick Road Corridor Study* (modeled by TSI). The traffic forecasts generated by the updated travel demand model were used to update the citywide intersection LOS model and update the list of impact fee eligible transportation improvement projects. The resulting impact fee study was adopted by City Council, allowing the City’s transportation impact fee rate to reflect Port Orchard’s changing development patterns more closely.

Since 2015, Transportation Solutions has supported the City through on-call planning and engineering services, development review, and transportation concurrency management. Our team maintains the City’s pipeline travel demand and intersection LOS models, which are used to monitor the cumulative impact of development with each development application. This system allows the City to maintain compliance with Growth Management Act (GMA) requirements and to “bridge the gap” between long-range planning and development review.

Our team is currently supporting the City’s 2024 Transportation Element update. Our completed work includes thorough updates and recalibration of the citywide travel demand and intersection LOS models to reflect recent development, completed transportation improvement projects, post-COVID-19 travel behavior, and advances in transportation analysis software and methods. Our team will be preparing long-range travel demand forecasts and improvement recommendations which will form the basis for this impact fee rate study and fee schedule update.

**Transportation Element and Transportation Impact Fee Rate Study, City of Gig Harbor**

Our team supported the City’s 2014, 2017, and 2024 (ongoing) Transportation Element updates, providing analysis and documentation to support each update effort. TSI’s technical work included development and calibration of citywide travel demand models and intersection LOS models. The 2024 model update effort incorporated special consideration for post-COVID-19 trip generation and travel behavior patterns.

TSI prepared the City’s 2014 transportation impact fee rate study which was subsequently adopted by City Council. The funding generated by the adopted transportation impact fee contributed to the engineering, design, and construction of the Harborview Drive & Stinson Avenue roundabout, among other projects.



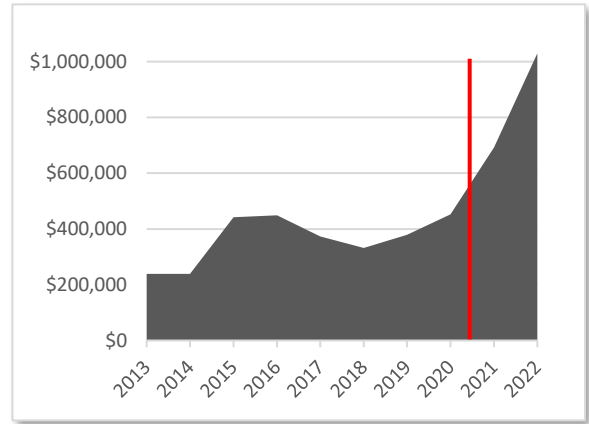
*Harborview Dr & Stinson Ave Roundabout,  
Gig Harbor, WA*

As part of the 2024 Transportation Element Update process, our team will also be developing an update transportation impact fee rate study.



**Transportation Impact Fee Rate Study, Kitsap County**

TSI developed the 2021 Kitsap County transportation impact fee rate study. This involved an overhaul of the County’s travel demand model. The updated travel demand model incorporated model architecture that TSI had previously developed for the cities of Port Orchard, Bremerton, Poulsbo, and Bainbridge Island, merging the citywide models into a single countywide model. Our team also created a data transfer procedure to link the countywide travel demand model with a large intersection LOS model which the County had maintained separately. This data transfer process allowed linkage between the County’s planning and development review efforts.



*Kitsap County TIF Revenue;  
Before and After Impact Fee Rate Study*

The County adopted the recommended impact fee rate, which resulted in an increase from approximately \$700 per new single-family dwelling unit to \$4,300 per new single-family dwelling unit.

Under a subsequent on-call contract, our team provided ongoing training and technical support to County staff on the development and application of the countywide travel demand model. The model is currently being applied to the 2024 Kitsap County Transportation Element update.

**Other Transportation Impact Fee Rate Studies**

Our team has completed transportation impact fee rate studies for several other agencies in Western Washington, including:

- City of Bremerton (ongoing)
- City of Sultan
- City of Newcastle
- City of Bainbridge Island
- City of Anacortes
- City of Mount Vernon
- City of Sedro-Woolley
- City of Buckley
- City of Winlock

## PROJECT APPROACH

The following section summarizes our proposed approach to the impact fee study and fee schedule. The approach may be discussed and refined with City staff prior to contract execution.

### **Task 1. Project Kickoff and Coordination**

Transportation Solutions staff will coordinate a kickoff meeting with City staff to discuss project vision and objectives. The kickoff meeting will include discussion of TSI's past impact fee rate study efforts and discussion of City staff's experience with the current transportation impact fee program structure, including feedback received from the public, elected officials, and the development community. The kickoff meeting will also include a recap of work performed for the Transportation Element update, including project recommendations and cost estimates.

### **Task 2. Review Project Recommendations and Cost Estimates**

Transportation Solutions is currently developing long-range transportation improvement project recommendations and planning-level cost estimates under our ongoing Transportation Element update contract with the City. In this task, we will review the final transportation improvement project list and cost estimates and identify impact fee eligible projects based on state requirements. Transportation Solutions will also work with City staff to confirm the suitability of planning-level cost estimates identified in the Transportation Element.

### **Task 3. Calculate Transportation Impact Fee**

Using the citywide travel demand and intersection operations models as well as the project list and cost estimates identified in Task 2, our team will calculate the growth-related and impact-fee-eligible share of each project. The methodology for determining the growth-related share will be driven by the proportion of new trips on each improvement project relative to existing travel demand.

A preliminary per-trip transportation impact fee rate will be calculated as the total impact-fee-eligible share of project cost divided by the total number of new weekday PM peak hour trips anticipated to occur by 2044, based on the Transportation Element travel demand forecast.

As part of this task, Transportation Solutions will calculate the revenue implications of excluding a portion of the City, such as downtown Port Orchard, from the transportation impact fee program consistent with RCW 82.02060. This will allow the City to consider implementation of a zone-based impact fee program, similar to Kitsap County and other agencies.

The preliminary per-trip impact fee rate will be refined as needed to account for the McCormick PUD Development Agreement and, if necessary, to consider potential grant funding opportunities. The growth-related cost of completed improvement projects may also be incorporated into the impact fee rate calculation.

This task will produce a menu of transportation impact fee rate options for City consideration. These options could be presented to City Council for review and discussion before proceeding to Task 4.

**Task 4. Prepare Impact Fee Rate Study Report**

Document impact fee methods, assumptions, findings, and recommended impact fee rate in a technical report to City staff. Develop a comparison of the proposed impact fee rate to current transportation impact fee rates at other agencies in Western Washington.

Transportation Solutions will deliver a draft report to City staff review prior to any public presentation. The impact fee rate study report will be finalized after incorporating staff and City Council comments, as necessary.

**Task 5. Develop Impact Fee Schedule**

Update the transportation impact fee rate schedule based on the new per-trip rate identified in Task 3, utilizing the latest available trip generation rates published by the Institute of Transportation Engineers *Trip Generation Manual*. Transportation Solutions staff will work with City staff to identify any new uses which should be added to the impact fee rate schedule as well as any obsolete uses that may be removed.

**Task 6. Meetings and Public Involvement**

Present preliminary and final impact fee rate study findings to City Council or other public meetings, as necessary. This task assumes TSI staff will attend up to three public meetings related to the impact fee rate study and fee schedule. These may include in-person attendance.

Transportation Solutions staff will also support City with public outreach related to the impact fee rate update. This may include the preparation of public presentation materials, responding to questions from the public or development community, or providing other support as necessary.

**Task 7. Project Management and Administration**

Prepare regular status reports and project cost invoices. Execute ongoing administrative tasks.

## 2. REFERENCES

The references below represent a sample of clients for whom Transportation Solutions has developed transportation impact fee rate studies. We encourage you to contact them to discuss our performance. We have ongoing work with each of them.

1. Aaron Hultz, PE, City Engineer, City of Gig Harbor  
(253) 853-7620, [ahulst@gigharborwa.gov](mailto:ahulst@gigharborwa.gov)
2. David Forte, Transportation Planning Supervisor, Kitsap County  
(360) 337-7210, [dforte@kitsap.gov](mailto:dforte@kitsap.gov)
3. Mark A. Freiberger, PE, Director of Public Works, City of Sedro-Woolley  
(360) 876-4991, [kchrishammer@cityofportorchard.us](mailto:kchrishammer@cityofportorchard.us)

The following additional references correspond to projects listed in this proposal and are in addition to the three required and requested as part of this proposal.

4. Nate Morgan, Public Works Director, City of Sultan  
(360) 793-2262, [nate.morgan@ci.sultan.wa.us](mailto:nate.morgan@ci.sultan.wa.us)
5. Jeff Brauns, PE, Public Works Director, City of Newcastle  
(425) 649-4143, [jeffb@newcastlewa.gov](mailto:jeffb@newcastlewa.gov)

## 3. PROJECT BUDGET

We proposed a budget not to exceed \$34,990 to achieve the project objectives using the approach identified above. The estimated budget by work task is summarized below.

Work Task	Budget
Project Kickoff and Coordination	\$1,210
Review Project Recommendations and Cost Estimates	\$7,480
Develop Impact Fee Calculation	\$11,390
Prepare Impact Fee Rate Study Report	\$7,030
Develop Impact Fee Schedule	\$2,340
Meetings and Communication	\$3,080
Project Management and Administration	\$2,460
<b>Total Proposed Budget</b>	<b>\$34,990</b>

## APPENDIX A

During the performance of this Agreement, the Consultant, 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).





**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	Present
Councilmember Fenton	Present
Councilmember Morrissey	Present
Councilmember Rosapepe	Absent
Councilmember Trenary	Present
Councilmember Worden	Present
Mayor Putaansuu	Present

Staff present: Community Development Director Bond, City Clerk Wallace, and Deputy City Clerk Floyd.

Staff present via Zoom: City Attorney Archer.

The meeting streamed live on the City's YouTube channel.

**A. PLEDGE OF ALLEGIANCE (Time Stamp 00:33)**

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

**2. DISCUSSION ITEMS**

**A. POMC 5.60 Fireworks (Time Stamp: 00:53)**

Mayor Putaansuu noted Councilmember Rosapepe requested this discussion but he had an emergency this evening and asked that this be moved to the May work study meeting.

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

**B. Storm Drainage Rate and Capital Facility Charges (Time Stamp 01:50)**

City Attorney Archer noted before the Council this evening is an ordinance which takes several different actions.

In 2023, Council adopted the 2023 Stormwater and Watersheds Comprehensive Plan following a multi-year collaborative effort to evaluate the City's stormwater drainage system and its impact on the community. Concurrently with the development of the Comprehensive Plan, the City commissioned a rate study to evaluate the City's existing monthly base rate for storm drainage, as well as the need for a capital facility charge to fund the construction of additional facilities to support growth. Council then adopted Ordinance No. 038-23, which adopted a capital facility charge (CFC), as well as updated the base charge into the future, based on the evaluated needs set forth in the rate study. The Ordinance set an effective date of April 1, 2024, for the implementation of the updated base rate and the capital facilities charge.

Following adoption and in preparing to implement the ordinance, staff identified three issues for remediation prior to implementation; 1) the title which adopted the Capital Facility Charge referenced the wrong chapter. The title referenced POMC 13.04 but should have references POMC 13.06. To remedy this confusion, staff propose to repeal and replace POMC 13.06.160 and Section 4 of Ordinance No. 038-23 and re-adopt the language in the correct location POMC 13.06.160; 2) to remove the reference to an inspection fee and procedures for inspections that occur at the time the capital facility charge is paid. The inspection fee is referenced in 13.06.150 and 13.06.160. Staff determined the inspection as referenced in this chapter and associated fee, were not necessary because the inspections occur as a component of existing permitting; and 3) the storm water base rate charge, and the CFC, are based upon an "Impervious surface unit (ISU)" is a measurement utilized that is a reflection of the number of square feet of impervious ground cover present in a particular parcel. Impervious surfaces is what matters when measuring stormwater impacts from the amount of drainage. The City measures the number of ISU's a parcel has in order to determine what their rate is, both for the CFC rate and the base rate. When staff went to implement the Council's direction, which was to base a CFC on one ISU being one particular rate. The definition of how we determine what a ISU was, needed clarification in order to ensure that duplexes, triplexes, and single-family homes with ADU's were paying their fair share based on their actual impervious surface charges. Previously, they were paying based on the number of dwelling units that were present, as opposed to their ISU count. Modifications are being proposed to the structure of the base rate so a single-family residential is determined to be one ISU as a matter of policy, which is very typical across public agencies. An ISU is defined as 3,000 square feet in the City. A single-family residential is one ISU, and any other use, whether it's a duplex, triplex, multifamily or commercial use, will be measured based on its impervious ground cover. Using that 3,000 square foot matrix, they will be assigned an ISU number. A majority will be less than 3,000 square feet, so they will be one ISU. Multifamily and commercial have always been charged in this manner, but staff is proposing to add duplexes, triplexes, and anything more than a single-family residential to the measurement model so there is a very clear and accurate measurement and ISU count. It is estimated the base rate may reduce for many accounts.

Additional discussion was held including this would affect less than 100 accounts, how the 3,000 square feet was determined, current structure which has no capital facility charges, and looking into a fee schedule.

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

### **C. Proposed 2024 Zoning Map (Time Stamp 23:47)**

Community Development Director Bond noted the City is in the middle of the 2024 Periodic Update to the Comprehensive Plan which the updated Comprehensive Plan must be adopted by December 31, 2024, and is required to plan for the City through 2044. Port Orchard currently has more than enough residential land capacity to accommodate its 2044 population targets. Its employment land capacity is slightly below that which is needed to accommodate the 2044 employment targets. Very minor zoning map changes have been proposed as part of the 2024 Comp Plan Periodic Update process to address the employment land shortage and other issues. The Kitsap County Buildable Lands Report showed the City has land capacity to accommodate an additional 16,250 residents and 5,243 more jobs. The City needs to convert a small amount of residential land to land that supports employment to make up the employment land capacity deficit.

The first proposed changes is that Port Madison Enterprises, the development arm of the Suquamish Tribe, purchased lands located south of Sedgwick near Bravo Terrace and Geiger Avenue comprising 56.95 acres. Port Madison Enterprises has applied to the Department of the Interior to have these lands recognized as tribal land. As tribal land, the City's zoning code will no longer apply to the property. However, the zoning in our plan should still reflect the likely use of the land if Port Madison Enterprises were to develop the land. Port Madison Enterprises has indicated that they solely develop commercial property and do not develop residential projects. As such, this land is proposed to be changed from Commercial Mixed-Use to Commercial Heavy.

The second proposed change is the Port Orchard Housing Action Plan (HAP) contained additional recommendations for minor zoning changes concerning Park Oriented Development. The HAP suggested that rezoning from residential low density (Residential 2 -R2) to neighborhood mixed-use be considered in the vicinity of Givens Park, McCormick Village Park, and Central (Clayton) Park. Park oriented development was previously approved as part of the McCormick Village Subarea Plan and is currently under development. Staff is recommending the City consider the recommended zoning changes in proximity to Givens Park at this time but forgo any changes surrounding Central Park. Areas north of Givens Park are currently zoned Business Professional Mixed-Use in support of the County Courthouse Campus. Areas along Sidney Avenue across from the Givens Center and areas on the West side of Cline are currently zoned Neighborhood Mixed-Use. Areas to the northwest, west, and south of Givens Park are currently zoned R2. Rather than opening the door to commercial development on these frontages consistent with the Housing Action Plan, staff suggests instead changing some of the R2 properties to be zoned R3 in the hopes of stimulating some interest in Park Oriented Residential Development. This action would also rectify an existing non-conforming use along Sroufe Street.

The last proposed change intends to correctly identify parks and open space lands as well as public facilities. Currently all residential open space tracts conveyed as part of a subdivision are zoned residential (primarily R1, R2, and R3). Likewise, the McCormick Woods Golf Course is zoned residential. This is misleading to someone viewing the zoning map the idea that these areas are to be developed residentially, rather than showing these lands as dedicated open space or as a golf course. Likewise, there are numerous stormwater ponds in the city that are shown as residential on the zoning map rather than as public facilities. The map is proposed to be updated to correct these

designations. As open space gets dedicated as part of future subdivisions, the zoning map will need to be updated to correctly identify open space tracts as being in a parks and recreation designation. It is important to note that these changes will not impact the City's population targets or land capacity as these areas were considered not to have residential capacity in the 2019 Buildable Land Report.

**Council direction:** Council has no issues with staff moving forward with the proposed changes.

#### **D. Middle Housing Options-Implementation of WA State Department of Commerce Middle Housing Grant (Time Stamp 52:13)**

Community Development Director Bond noted the Washington State Legislature passed House Bill 1110 in 2023, followed by ESHB 2321 in 2024, which significantly impacted housing planning for cities like Port Orchard. These laws mandate that cities of certain sizes and locations permit multiple dwelling units per lot in a middle housing form. A memorandum was prepared as a requirement of the City's Washington State Department of Commerce Middle Housing Grant as described in the Scope of Work for C087-23. The Memorandum outlines the requirements of HB 1110 and ESHB 2321 and references the City of Port Orchard Housing Action Plan and is intended to serve as a guide for the City Council.

Middle housing includes various building types that harmonize with single-family houses but offer multiple units within a single structure, such as duplexes, triplexes, and townhouses. It plays a crucial role in addressing housing needs by providing diverse housing options, promoting affordability, supporting efficient land use, and enhancing walkability and accessibility in neighborhoods.

Port Orchard's zoning designations subject to middle housing requirements include R1, R2 and R3 zones, primarily dedicated to single-family use. However, Port Orchard is required to allow for at least two units per lot in residential zones, with the potential to require more as the population grows, which requires adjustments to our current zoning regulations.

Port Orchard's current regulations offer flexibility in accommodating various housing types, including those required by HB 1110 and ESHB 2321. However, code amendments are necessary to meet state mandates. Those amendments include permitting duplexes within the R1 designation, redesignating properties to R2 districts and creating additional building types.

Alternative 1 proposes a straightforward code amendment to permit duplexes in the R1 designation, ensuring compliance with HB 1110. Alternative 2 is a proactive approach which suggests redesignating properties to R2 zoning districts, repealing existing R1 zoning standards, and implementing middle housing building types mandated by state law. Alternative 2 is in anticipation of Port Orchard's population exceeding the 25,000-population threshold and becoming a Tier Two city. These alternatives aim to achieve compliance with state mandates, promote affordability, and plan effectively for future growth in Port Orchard. Alternative 3 is rather than going through the process of updating the zoning code and zoning map, we could apply to the state and just show the City's work.

Discussion was held regarding the different alternatives including the staff's recommendation of Alternative 2.

**Council direction:** Council directed staff to start moving towards Alternative 2.

### **3. CITY COUNCIL GOOD OF THE ORDER (Time Stamp: 1:11:10)**

Mayor Putaansuu said he received a summary of the Council Retreat which he will be providing to Council; and the Farmer's Market is asking for the City to become a member and pay a fee which the Council agreed on \$500.

In response to Councilmember Fenton, Mayor Putaansuu explained that changing the agenda to have all citizen comments at the beginning of the meeting will likely be going before Council in the next couple month as code updates are required.

Discussion was held regarding the City's Facebook page and updates regarding road work and projects, public notification of work, and the speed radar signs in McCormick Woods.

### **4. ADJOURNMENT**

The meeting adjourned at 7:56 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