



City of Port Orchard Council Meeting Agenda
May 14, 2019
6:30 p.m.

Mayor:

Rob Putaansuu
Administrative Official

Councilmembers:

Bek Ashby (Mayor Pro-Tempore)

Chair: ED/Tourism/LT Committee

Staff: Development Director

Finance Committee

KRCC / PSRC TransPol / KRCC TransPol

KRCC PlanPo-alt / PRTPO

Shawn Cucciardi

Finance Committee

Land Use Committee

PSRC EDD-alt

Fred Chang

Utilities Committee

Sewer Advisory Committee (SAC)

Staff: Development Director

Jay Rosapepe

ED/Tourism/LT Committee

Utilities Committee

Sewer Advisory Committee (SAC)

KRCC-alt / KRCC TransPol-alt

John Clauson

Chair: Finance Committee

Staff: Finance Director

Kitsap Public Health District-alt

KEDA/KADA-alt

Cindy Lucarelli

Chair: Utilities and SAC Committee

Staff: Public Works Director

Chair: Chimes and Lights Committee

Staff: City Clerk

KEDA/KADA

Scott Diener

Chair: Land Use Committee

Staff: Development Director

ED/Tourism/LT Committee

Department Directors:

Nicholas Bond, AICP

Development Director

Mark Dorsey, P.E.

Director of Public Works/City Engineer

Tim Drury

Municipal Court Judge

Noah Crocker, M.B.A.

Finance Director

Geoffrey Marti

Police Chief

Brandy Rinearson, MMC, CPRO

City Clerk

Contact us:

216 Prospect Street
Port Orchard, WA 98366
(360) 876-4407

1. CALL TO ORDER

A. Pledge of Allegiance

2. APPROVAL OF AGENDA

3. CITIZENS COMMENTS

*(Please limit your comments to **3 minutes** for items listed on the Agenda and that are not for a Public Hearing. When recognized by the Mayor, please state your name for the official record)*

4. CONSENT AGENDA

(Approval of Consent Agenda passes all routine items listed below, which have been distributed to each Councilmember for reading and study. Consent Agenda items are not considered separately unless a Councilmember so requests. In the event of such a request, the item is returned to Business Items.)

A. Approval of Vouchers and Electronic Payments

B. Approval of Payroll and Direct Deposits

C. Approval of the April 23, 2019, Work Study Meeting Minutes *Page 3*

D. Approval of the April 23, 2019, Council Meeting Minutes *Page 5*

5. PRESENTATION

6. PUBLIC HEARING

A. Public Hearing on Interim Ordinance Regarding Zoning Amending Port Orchard Municipal Code Chapter 20.39 Social Services Facilities (Bond) *Page 11*

7. BUSINESS ITEMS

A. Adoption of a Resolution Approving the Collection of Funds for Chimes & Lights Events (Rinearson) *Page 27*

B. Approval of an Interlocal Agreement between Public Agencies to Jointly Participate in the Peninsula Regional Transportation Planning Organization (PRTPO) (Rinearson) *Page 31*

C. Approval of an Interlocal Agreement Between Public Agencies to Jointly Participate in the Kitsap Regional Coordinating Council (KRCC) (Rinearson) *Page 43*

8. DISCUSSION ITEMS (No Action to be Taken)

9. REPORTS OF COUNCIL COMMITTEES

10. REPORT OF MAYOR

11. REPORT OF DEPARTMENT HEADS

12. CITIZEN COMMENTS

(Please limit your comments to 3 minutes for any items not up for Public Hearing. When recognized by the Mayor, please state your name for the official record)

13. 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.

14. ADJOURNMENT

COMMITTEE MEETINGS

	Date & Time	Location
Finance	May 21, 2019; 5:00 p.m.	City Hall
Economic Development and Tourism	June 10, 2019; 9:30am	City Hall
Utilities	June 17, 2019; 9:30am	City Hall
Sewer Advisory	TBD	TBD
Land Use	TBD	DCD*
Lodging Tax Advisory	TBD	City Hall
Festival of Chimes & Lights	May 20, 2019; 3:30pm	City Hall
Outside Agency Committees	Varies	Varies

*DCD, Department of Community Development, 720 Prospect Street, Port Orchard

CITY COUNCIL GOOD OF THE ORDER

Please turn off cell phones during meeting and hold your questions for staff until the meeting has been adjourned.
The Council may consider other ordinances and matters not listed on the Agenda, unless specific notification period is required.
Meeting materials are available on the City’s website at: www.cityofportorchard.us or by contacting the City Clerk’s office at (360) 876-4407.
The City of Port Orchard does not discriminate on the basis of disability. Contact the City Clerk’s office should you need special accommodations.



**City of Port Orchard
Council Meeting Minutes
Work Study Session Meeting of April 23, 2019**

CALL TO ORDER AND ROLL CALL

Mayor Robert Putaansuu called the meeting to order at 6:00 p.m.

Roll call was taken by the City Clerk as follows:

Councilmember Ashby	Present
Councilmember Chang	Present
Councilmember Clauson	Present
Councilmember Cucciardi	Present
Mayor Pro-Tem Diener	Present
Councilmember Lucarelli	Present
Councilmember Rosapepe	Present
Mayor Putaansuu	Present

Staff present: Public Works Director Dorsey, Finance Director Crocker, Police Chief Marti, City Attorney Cates, City Clerk Rinearson and Deputy City Clerk Floyd.

Pledge of Allegiance

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

Councilmembers Ashby and Diener arrived at approximately 6:22 p.m.

1. Downtown Parking Hours

Kathleen Wilson, president of Port Orchard Bay Street Association (POBSA), said they have had lively discussions regarding parking. It was mentioned a formal request should be brought before the City. In January, the merchants voted to request that all current 2-hour parking downtown be changed to 4-hour parking. They sent out a downtown parking survey to merchants, citizens, and customers, and received almost 200 responses. 76% would like to see 2-hour parking changed to 4-hour parking. The survey results were reviewed at their meeting last week, and additional discussion was held regarding commuter parking and other downtown parking locations. The merchants decided to take another motion to amend the first request, which was to change the 2-hour parking to 4-hour parking in the waterfront lot as well as the side streets, including Frederick Street, and keep 2-hour parking on Bay Street.

Public Works Director Dorsey provided a brief background of parking hours downtown and why some locations are 2 or 4 hours. He voiced some concern with the merchants request of changing the parking hours.

Council, Mayor, staff, and attending merchants discussed parking for clients, merchant parking, Port of Bremerton parking, Prospect Street parking, lack of downtown parking, clearer signage for parking, parking tickets, changing all parking to paid parking, park and ride lots, Bremerton parking garage and rates, tourism, and trying to inform the public of parking locations.

Police Chief Marti noted the City has 2 part-time employees that provide parking enforcement for the entire City. They have a time schedule they try to meet to adequately mark tires. Our police department is not driven by revenue from parking. He has no preference if parking is 2 or 4 hours.

Council Direction: No direction was provided.

ADJOURNMENT

The meeting adjourned at 6:34 p.m. No other action was taken. Audio/Visual was successful.

Brandy Rinearson, MMC, City Clerk

Robert Putaansuu, Mayor



**City of Port Orchard
Council Meeting Minutes
Regular Meeting of April 23, 2019**

1. CALL TO ORDER AND ROLL CALL

Mayor Putaansuu called the meeting to order at 6:40 p.m.

Roll call was taken by the City Clerk as follows:

Mayor Pro-Tem Ashby	Present
Councilmember Chang	Present
Councilmember Clauson	Present
Councilmember Cucciardi	Present
Councilmember Diener	Present
Councilmember Lucarelli	Present
Councilmember Rosapepe	Present
Mayor Putaansuu	Present

Staff present: Public Works Director Dorsey, Finance Director Crocker, City Attorney Cates, City Clerk Rinearson and Deputy City Clerk Floyd.

A. PLEDGE OF ALLEGIANCE

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

2. APPROVAL OF AGENDA

MOTION: By Councilmember Ashby, seconded by Councilmember Lucarelli, to accept the agenda as presented.

The motion carried.

3. CITIZENS COMMENTS

Kathleen Wilson, manager of the Port Orchard Library and president of the Port Orchard Bay Street Association, said the Community Center has the full support of the Bay Street Association and the Kitsap Regional Library.

Suanne Martin-Smith, owner of Homemade Café, voiced her support of the Community Events Center

4. CONSENT AGENDA

A. Approval of Voucher Nos. 76550 through 76626 including bank drafts in the amount of \$346,015.82 and Electronic Payments in the amount of \$436.67 totaling \$346,452.49.

- B. Approval of Payroll Check Nos. 76536 through 76549, including bank drafts and EFT's in the amount of \$247,693.80; and Direct Deposits in the amount of \$160,408.35 totaling \$408,105.15.
- C. Approval of the April 9, 2019, City Council Meeting Minutes

MOTION: By Councilmember Clauson, seconded by Councilmember Ashby, to approve the consent agenda as published.

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 Confirming Participation as a Public Partner with the Port of Bremerton and Kitsap County to Support the Proposed South Kitsap Community Events Center

MAIN MOTION: By Councilmember Clauson, seconded by Councilmember Lucarelli, to adopt a resolution confirming the City's participation as a public partner with the Port of Bremerton and Kitsap County to support the proposed South Kitsap Community Events Center.

Councilmember Cucciardi sought clarification on several items listed within the resolution.

AMENDED MOTION: By Councilmember Cucciardi, seconded by Councilmember Diener, to remove the words [from the 4th Whereas statement] *a net increase in* and add the word *an* so the Whereas statement now states '**WHEREAS**, the investment in this area of downtown will increase the assessed valuation of these parcels from \$3.95 million to \$120 million, resulting in an annual post-development property tax revenue to various agencies as follows....'

The amended motion carried.

AMENDED MOTION: By Councilmember Cucciardi, seconded by Councilmember Clauson, to update [the 9th] Whereas statement to state: '**WHEREAS**, the Kitsap Public Facilities District (KPF) is evaluating the proposed funding of a large portion of the CEC; and; and to add a following Whereas statement which states: **WHEREAS**, the Public Partners are committed to raising the remaining funding by pursuing local, state, and federal grant sources, private benefactors and other appropriate sources; and'.

The amended motion carried.

AMENDED MOTION: By Councilmember Ashby, seconded by Councilmember Rosapepe, to amend the [10th] Whereas statement to read: '**WHEREAS**, the Port of Bremerton (POB) has agreed to serve as a Public Partner for this purpose and is willing to participate in the facilitation of funding for the project, and'.

The amended motion carried.

AMENDED MOTION: By Councilmember Cucciardi, seconded by Councilmember Lucarelli, to remove #4 'Funding committed by the KPFD to the CEC project will not be fully awarded until the Public Partners raised the additional funds to for total project and operations details have been successfully completed' from the 'The City Council of the City of Port Orchard, Washington, Hereby Resolves as Following: THAT: section of the resolution.

The amended motion carried.

The main motion carried.
(Resolution No. 011-19)

B. Adoption of a Resolution Sponsoring Kitsap Regional Coordinating Council's Membership into the Association of Washington Cities (AWC) Risk Management Service Agency (RMSA)

MOTION: By Councilmember Ashby, seconded by Councilmember Diener, to adopt a resolution sponsoring the Kitsap Regional Coordinating Council's membership into the Association of Washington Cities (AWC) Risk Management Service Agency (RMSA).

The motion carried
(Resolution No. 012-19)

C. Approval of Change Order Nos. 19 through 23 to Contract No. 037-17 with Active Construction, Inc. for the Tremont Street Widening Project

MOTION: By Councilmember Rosapepe, seconded by Councilmember Lucarelli, to approve Change Orders No. 19 through 23, with Active Construction, Inc. in an amount not to exceed \$191,733.66.

The motion carried.

8. DISCUSSION ITEMS (No Action to be Taken)

A. Interlocal Agreement with Peninsula Regional Transportation Planning Organization (PRTPO)

Councilmember Ashby said the PRTPO has had Washington State Department of Transportation as their lead planning agency but were notified last April that they would no longer do so. After a selection process, the PRTPO board passed two resolutions; one which designated Kitsap Transit as their lead planning agency; and the second designating Jefferson Transit as their fiscal agent. As these are major changes, the Department of Transportation is asking PRTPO to be recertified. This is an opportunity to update their interlocal agreement and bylaws. The original interlocal agreement was made in 1991.

She provided background and steps moving forward regarding their organizational structure, boards, bylaws, and agreement. She would like the agreement to be placed on the next meeting in May for acceptance. She reminded Council that Port Orchard does not receive funding through the PRTPO, but what we do get is collaboration and networking.

Council and staff discussed other potential benefits and clarifying portions and requirements of the agreement.

B. Village Green Community Center

Mayor Putaansuu said he toured the Village Green Community Center in Kingston. He provided pictures of the facility and noted there are a lot of similarities with the proposed Community Events Center in Port Orchard and discussed the amenities, rooms, and expenses of the Kingston Center.

Council and Mayor discussed the proposed Community Events Center, which included Kitsap County and the Port of Bremerton who passed resolutions in support of the Center; responsibilities of the Center; benefits to the community; responsibility of current staff members; next steps of the process; previous study regarding a YMCA; and Kitsap Bank and corporate campus.

Mayor Putaansuu mentioned there is a PFD [Public Facilities District] meeting on the 20th, and he would like to go and voice support of this partnership. He asked if Council had any concerns with him attending. Councilmembers provided feedback to relay back to the PFD.

9. REPORTS OF COUNCIL COMMITTEES

Councilmember Clauson reported on the April 23rd Finance Committee meeting.

Councilmember Ashby reported the Economic Development and Tourism Committee is scheduled to meet May 13th.

Councilmember Lucarelli reported on the April 15th Utilities Committee meeting. The next meeting is a tour and is scheduled for May 13th. She reported the Sewer Advisory Committee is scheduled to meet April 24th. She reported on the April 15th Chimes and Lights Committee meeting.

Mayor Putaansuu reported on upcoming April 27th Community Service Day.

10. REPORT OF MAYOR

The Mayor reported on the following:

- Spring Cleanup;
- He will be out of town during the May 14th Council meeting;
- There is a work study meeting scheduled in May;
- Bag bans;
- Chimes have been ordered;
- Flashing crosswalk at Harrison/Bay Street;
- Kurt Wagner Education Fund and bowling;
- New restrooms at McCormick Village park and Van Zee park; and
- Staff changes at the City.

11. REPORT OF DEPARTMENT HEADS

Public Works Director Dorsey reported on upcoming paving projects.

Finance Director Crocker reported on the new software conversion.

12. CITIZEN COMMENTS

Gerry Harmon would like Council to be more transparent when amending motions and discussing items as the public does not know what they are referring to. She also voiced concern about not being notified about today's work study meeting and asked about a senior center in Port Orchard. Lastly, she mentioned a court case regarding chalked tires.

13. EXECUTIVE SESSION

There was no executive session.

14. ADJOURNMENT

The meeting adjourned at 8:25 p.m. No other action was taken. Audio/Visual was successful.

Brandy Rinearson, MMC, City Clerk

Robert Putansuu, Mayor

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City of Port Orchard

216 Prospect Street, Port Orchard, WA 98366
(360) 876-4407 • FAX (360) 895-9029

Agenda Staff Report

Agenda Item No.:	<u>Public Hearing 6A</u>	Meeting Date:	<u>May 14, 2019</u>
Subject:	<u>Public Hearing on Interim Ordinance</u>	Prepared by:	<u>Nick Bond</u>
	<u>Regarding Zoning Amending Port Orchard</u>		<u>Development Director</u>
	<u>Municipal Code Chapter 20.39 Social</u>	Atty Routing No.:	<u>022-19</u>
	<u>Services Facilities</u>	Atty Review Date:	<u>May 6, 2019</u>

Summary: On April 9, 2019, the City Council adopted an emergency interim zoning ordinance to provide regulations for the siting and development of secured residential facilities for sexually violent predators (“Secured High Risk Social Service Facilities”). Per RCW 36.70A.390, the Council is required to hold a public hearing within 60 days of adoption of an interim zoning ordinance.

Following the public hearing, the Council may direct staff to prepare a permanent ordinance, to be considered at a public hearing within six months of the adoption date of the interim ordinance.

Recommendation: Direct staff to prepare a permanent ordinance based on the emergency interim ordinance, for Council adoption prior to October 9, 2019.

Relationship to Comprehensive Plan: N/A

Fiscal Impact: None.

Alternatives: Direct staff to prepare revisions to the emergency interim ordinance; do not adopt a permanent ordinance.

Attachments: Ordinance No. 015-19.

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ORDINANCE NO. 015-19

AN EMERGENCY INTERIM ZONING ORDINANCE OF THE CITY OF PORT ORCHARD, WASHINGTON, AMENDING CHAPTER 20.39 OF THE PORT ORCHARD MUNICIPAL CODE TO ADOPT INTERIM REGULATIONS RELATED TO SOCIAL SERVICES FACILITIES; PROVIDING FOR A PUBLIC HEARING, SEVERABILITY, CORRECTIONS, AND PUBLICATION; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, in 1990, Washington State passed a law, Chapter 71.09 RCW, to authorize the indefinite civil commitment of individuals found by a Superior Court to be a Sexually Violent Predator (SVP); and

WHEREAS, certain individuals that are civilly committed as SVPs have fulfilled their sentence, but have been found to suffer from a mental abnormality or personality disorder that makes the individual likely to reoffend if not confined in a secure facility; and

WHEREAS, in 1991, a federal district court civil rights lawsuit was filed alleging violations of the constitutional rights of individuals that were civilly committed under Washington law; and

WHEREAS, in 1994, the Federal District Court for Western Washington entered an order and injunction requiring the state to provide constitutionally adequate mental health treatment for individuals that have been civilly committed. The court also found that the lack of a less restrictive alternative (LRA) to total confinement limited an individual's opportunity to demonstrate their reduced risk and ordered the state to explore alternatives; and

WHEREAS, in 2007, the federal district court dismissed the injunction and closed the case after the state established two Secure Community Transition Facilities (SCTF) and amended state law, RCW 71.09.070, to require an annual review to determine if an SVP is eligible for placement in an LRA; and

WHEREAS, an LRA is a facility that provides court-ordered supervision, security, and treatment to individuals that have been civilly committed and conditionally released from a total confinement facility; and

WHEREAS, Washington State does not regulate the location or land use and life safety impacts of community based LRAs; and

WHEREAS, the City Council of the City of Port Orchard has determined that current city regulations do not sufficiently define LRA facilities or mitigate their land use and life safety impacts to protect both the residents of potential LRA facilities within the city or the neighbors of such facilities; and

WHEREAS, the Growth Management Act (GMA), Chapter 36.70A RCW, provides that each jurisdiction's comprehensive land use plan and development regulations shall be subject to continuing review and evaluation; and

WHEREAS, the City Council has authority to adopt interim zoning regulations to protect public health and safety pursuant to RCW 36.70A.390; and

WHEREAS, the City Council desires to enact interim regulations to protect public health and safety in a way that mitigates land use and life safety impacts without precluding the state-mandated placement of housing for persons that are civilly committed and conditionally released to a less restrictive alternative to total confinement; now, therefore,

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

SECTION 1. Findings. The City Council adopts all of the "Whereas" sections of this Ordinance as findings in support of this Ordinance.

SECTION 2. Amendments to POMC 20.39.040 Use Table Adopted. Amendments to the Use Table set forth in Section 20.39.040 of the Port Orchard Municipal Code (POMC) are hereby adopted as set forth in Attachment 1, attached hereto and incorporated herein by this reference.

SECTION 3. Amendments to POMC 20.39.120 Adopted. Amendments to the definition of "Social Services" set forth in POMC 20.39.120 are hereby adopted as follows:

20.39.120 Social Services. Defined: A facility that provides treatment for persons not protected under the Fair Housing Act or who present a direct threat to the persons or property of others. Includes persons convicted for illegal manufacture or distribution of a controlled substance, sex offenders, and juvenile offenders. Also includes facilities that provide transient housing related to post-incarceration and social service programs. Does not include facilities serving persons who have been civilly committed as Sexually Violent Predators (SVPs) and conditionally

released to a less restrictive alternative (LRA) in accordance with Chapter 71.09 RCW. Such facilities are addressed in POMC 20.39.122 (“Secured High Risk Social Service Facilities”).

SECTION 4. New POMC Section 20.39.122 Adopted. A new POMC Section 20.39.122 is hereby adopted as follows:

20.39.122. Secured High Risk Social Service Facilities. Secured high risk social service facilities are facilities serving one or more persons civilly committed as Sexually Violent Predators (SVPs) and conditionally released to a less restrictive alternative (LRA) in accordance with Chapter 71.09 RCW. An LRA is a facility that provides court-ordered supervision, security, and sex offender treatment services.

(1) Secured high risk social services facilities shall only be permitted in zones where permitted as a conditional use in the land use table in this chapter.

(2) Where indicated as a conditional use in the use table, Section 20.39.040, a secured high risk social services facility is required to obtain a conditional use permit per Chapter 20.50. In addition to the criteria for approval in Section 20.50.050, the hearing examiner must also make the following findings in order to issue the conditional use permit:

(a) The city shall hold a neighborhood meeting prior to a public hearing for the proposed secured high risk social services facility. The project applicant shall cover all meeting costs.

(b) The city shall provide community notification to all landowners within a half-mile radius of the proposed secured high risk social services facility at least two (2) weeks prior to a neighborhood meeting. The project applicant shall cover all community notification costs.

(c) The secured high risk social services facility shall not be located adjacent to, immediately across a street or parking lot from, or within the line of sight of a risk potential activity or facility in existence at the time the secured high risk social services facility is established.

(i) “Within the line of sight” means that it is possible to reasonably visually distinguish and recognize individuals.

(ii) “Risk potential activities and facilities” means an activity or facility that provides a higher incidence of risk to the public from persons conditionally released to an LRA. Risk potential activities and facilities include: Public and private schools, school bus stops,

licensed day care and licensed preschool facilities, domestic violence shelters, public parks, publicly dedicated trails, sports fields, playgrounds, recreational and community centers, churches, synagogues, temples, mosques, public libraries, public and private youth camps, and others identified during a public hearing. For the purposes of this section, "school bus stops" does not include bus stops established primarily for public transit.

(d) The secured high risk social services facility shall not be located in a community protection zone as defined in RCW 9.94A.030(6).

(i) Distance shall be measured from all property lines of the social services facility and from all property lines of the facilities and grounds of a public or private school.

(e) The secured high risk social services facility shall meet the applicable health district standards for water and sewage disposal to account for staff and residents.

(f) Principal access to the secured high risk social services facility shall be from a city-maintained right-of-way.

(g) If a person's liberty is restricted or a person is not capable of self-preservation without physical assistance, the secured high risk social services facility shall be equipped with an automated fire sprinkler system as required by the building code.

(h) If windows/doors are required to be secured, the secured high risk social services facility shall have a system to automatically release locks, which shall be interlocked with the fire protection system.

(i) The secured high risk social services facility shall have backup power sufficient to energize the safety and security systems in the event of a power outage.

SECTION 5. Public Hearing. This Ordinance is being adopted as an interim measure to mitigate land use impacts of housing for persons that have been civilly committed and conditionally released to a less restrictive alternative. A public hearing will be held, pursuant to the provisions of RCW 36.70A.390 within sixty (60) days of the date of this Ordinance. Following the public hearing, the Department of Community Development may be directed to develop a permanent Ordinance which will be considered at a public hearing within six (6) months of the date of this Ordinance.

SECTION 6. Severability. If any section, sentence, clause or phrase of this Ordinance or its application to any person or circumstance should be 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 section, sentence, clause or phrase of this Ordinance nor shall the application of the provision to other persons or circumstances be affected.

SECTION 7. Clerical/Typographical Error. Should this Ordinance, upon being enacted by the City Council of the City of Port Orchard during its deliberations on April 9, 2019 have anything inadvertently left out or in error upon publication, the explicit action of the City Council as discussed and passed shall prevail upon subsequent review and verification by the City Council.

SECTION 8. Publication. This Ordinance shall be published by an approved summary consisting of the title.

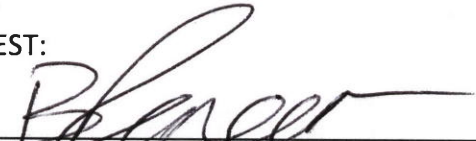
SECTION 9. Declaration of Emergency. Pursuant to RCW 35A.12.130, the City Council hereby finds and declares that a public emergency exists and that this ordinance is a public emergency ordinance necessary for the protection of the public health and safety and should, therefore, take effect immediately upon passage by a majority vote plus one of the whole membership of the Council. The facts upon which this public emergency is based include all recitals set out in this ordinance as well as those facts contained in the legislative record.

SECTION 10. Effective Date. In accordance with RCW 35A.12.130, this ordinance, as a public emergency ordinance, shall take effect and be in force immediately upon adoption by a majority plus one of the City Council.

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 9th day of April 2019.




Robert Putaansuu, Mayor

ATTEST:


Brandy Rinearson, MMC, City Clerk



APPROVED AS TO FORM:


Sharon Cates, City Attorney

SPONSOR


Shawn Cucciardi, Councilmember

PUBLISHED: April 19, 2019

EFFECTIVE DATE: April 24, 2019

ATTACHMENTS:

Attachment 1: Amended POMC 20.39.40 Use Table

20.39.040 Use table.

(Gray shading separates categories into Residential, Commercial & Industrial, & Civic/Parks)

Use Category Specific Use	R1	R2	R3	R4	R5	R6	GB	RMU	NMU	CMU	DMU	GMU	BPMU	CC	CH	IF	LI	HI	CI	PR	PF	Definition/ Standards
Residential Uses																						
All household living, as listed below:																						
Single-family detached (including new manufactured homes)	P	P	P	--	--	P	P		P	--	--	--	P	--	--	--	--	--	--	--	--	20.39.600-615
Designated Manufactured Home, Manufactured or Mobile Home (except for new designated manufactured homes)	--	-	P	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	20.39.600-615
New Designated Manufactured Home	P	P	P	--	--	P	P	P	P	--	--	--	P	--	--	--	--	--	--	--	--	
Two-family	--	P	P	--	--	P	--	P	P	--	--	--	P	--	--	--	--	--	--	--	--	20.39.600-615
Single-family attached (2 units)	--	P	P	--	--	P	--	P	P	--	--	--	P	--	--	--	--	--	--	--	--	20.39.600-615
Single-family attached (3 or 4 units)	--	P	P	P	P	P	--	P	P	P	P	P	P	P	--	P	--	--	--	--	--	20.39.600-615
Single-family attached (5 or 6 units)	--	--	P	P	P	P	--	P	P	P	P	P	P	P	--	P	--	--	--	--	--	20.39.600-615
Multi-family (3 or 4 units)	--	--	P	P	P	--	--	P	P	P	P	P	P	P	--	P	--	--	--	--	--	20.39.600-615
Multi-family (5 or more units)	--	--	P	P	P	--	--	P	P	P	P	P	P	P	--	P	--	--	--	--	--	20.39.600-615
Manufactured or Mobile Home Park	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	20.39.600-615
Boarding House	--	--	--	C	C	--	--	--	C	--	--	P	C	--	--	--	--	--	--	--	--	
Congregate Living Facilities	--	--	C	C	C	--	--	--	C	--	--	P	C	--	--	--	--	--	--	--	--	
Lodging House	--	--	C	C	C	--	--	--	C	--	--	P	C	--	--	--	--	--	--	--	--	
Group home (up to 8 residents), except as follows:	P	P	P	P	P	P	P	P	P	--	--	--	P	--	--	--	--	--	--	--	--	20.39.600-615
Adult Family Home	P	P	P	--	--	P	P	P	P	--	--	--	P	--	--	--	--	--	--	--	--	
All group living (9 or more residents)	--	--	--	C	C	--	--	P	C	P	C	--	P	P	--	--	--	--	--	--	--	20.39.610
Social Services Facilities	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	P	P		--	--	--	20.39.615

Use Category	R1	R2	R3	R4	R5	R6	GB	RMU	NMU	CMU	DMU	GMU	BPMU	CC	CH	IF	LI	HI	CI	PR	PF	Definition/ Standards
Specific Use																						
Secured High Risk Social Services Facilities	--	--	--	--	--	--	--	--	--	--	--	--	--	C	C	C	C	--	--	--	--	
Public Uses																						
All civic uses, as listed below:																						
Community college, university, trade or technical school (8,000 square feet or less).	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	P	P	--	--	--	--	20.39.240
Community college, university, trade or technical school (more than 8,000 square feet).	--	--	--	--	--	--	--	--	--	--	--	--	--	--	C	C	C	--	C	--	C	20.39.240
Club or lodge	--	--	--	--	--	--	--	--	--	P	--	P	P	P	--	--	--	--	P	--	--	20.39.240
Public use	--	--	--	--	--	--	--	--	P	P	P	P	P	P	P	P	P	P	P	P	P	20.39.240
Museum, library	--	--	--	--	--	--	--	--	--	P	P	P	P	P	--	--	--	--	--	--	P	20.39.240
Place of worship	C	C	C	C	C	--	--	--	--	P	--	P	P	P	--	--	--	--	P	--	--	20.39.240
School (K-12)	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	C	--	--	20.39.240
Jail or Detention Center	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	C	C	C	--	C	20.39.240
Transit park and ride lot	--	-	C	C	C	-	--	C	C	P	C	C	C	P	P	P	P	P	P	--	P	
Transfer station	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	-	-	P	20.39.230
Transit bus base	-	-	-	-	-	-	-	-	-	-	-	-	-	-	--	--	P	P	-	-	P	20.39.210
All open space and park uses, as listed below:																						
Cemetery	C	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	--	--	20.39.410
Golf course	C	C	C	--	--	C	--	--	--	--	--	--	--	C	--	--	--	--	--	P	P	20.39.410
Park, recreation field	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	20.39.410
Animal shelter or adoption center	--	--	--	--	--	--	--	--	--	--	--	--	--	C	C	C	C	C	C	--	C	20.39.200
All utilities, as listed below:																						
Minor utilities	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	20.39.415
Major utilities	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	P	P	--	P	20.39.415
Wireless telecommunication facilities, as listed below																						
Amateur radio operator tower	P	P	P	--	--	--	P	--	--	--	--	--	--	--	--	--	--	--	--	--	--	20.39.270

Use Category	R1	R2	R3	R4	R5	R6	GB	RMU	NMU	CMU	DMU	GMU	BPMU	CC	CH	IF	LI	HI	CI	PR	PF	Definition/ Standards
Small cell wireless telecommunication facility	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	20.39.270
Wireless telecommunication tower (excludes small cell facilities)	C	C	C	C	C	C	--	C	C	C	C	C	C	C	C	C	C	C	C	--	C	20.39.270
Commercial Uses																						
All day care, as listed below:																						
Family day care (6 children or fewer)	P	P	P	--	--	P	P	--	--	--	--	P	--	--	--	--	--	--	--	--	--	20.39.505
Group day care (mini day care) (7 to 12)	C	C	C	--	--	C	C	C	P	P	--	P	P	P	--	--	--	--	--	--	--	20.39.505
Day care center (13 or more)	--	--	--	--	--	--	--	C	C	C	--	P	C	P	P	--	--	--	--	--	--	20.39.505
All indoor recreation, except as listed below:	--	--	--	--	--	--	--	--	C	P	C	P	--	P	P	--	--	--	--	C	--	
Shooting range	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	C	C	--	--	C	20.39.510
Special event facility	--	--	--	--	--	--	--	--	--	C	C	C	C	C	C	C	C	--	C	C	C	20.39.510
Commercial Entertainment, except as follows:	--	--	--	--	--	--	--	--	--	P	P	P	P	P	P	P	--	--	--	--	--	
Adult Entertainment	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	C	C	--	--	--	20.39.515
All outdoor recreation, except as listed below:	--	--	--	--	--	--	--	--	C	C	C	P	--	P	P	--	--	--	--	C	C	
Campground, travel trailer park, RV park (does not include mobile home park)	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	C	C	20.39.530
Horse stable, riding academy, equestrian center	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	C	C	20.39.530
Shooting range	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	C	20.39.530
Marina (upland areas)	--	--	--	--	--	--	--	--	--	--	C	C	--	C	C	C	C	C	C	C	C	20.39.575
All overnight lodging, as listed below:																						
Level 1: Vacation rentals or similar short-term house/room rentals	P	P	P	P	P	P	P	P	P	P	P	P	P	--	--	--	--	--	--	--	--	20.39.535

Use Category Specific Use	R1	R2	R3	R4	R5	R6	GB	RMU	NMU	CMU	DMU	GMU	BPMU	CC	CH	IF	LI	HI	CI	PR	PF	Definition/ Standards	
Level 2: Bed and breakfast (up to 7 rooms)	C	C	C	--	--	C	C	--	P	--	--	--	P	--	--	--	--	--	--	--	--	20.39.535	
Level 3: Motel	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	--	--	--	--	--	--	20.39.535	
Level 4: Hotel										P	P	P	--	P	P							20.39.535	
All medical, except as listed below:	--	--	--	--	--	--	--	--		C	C	P	P	P	P	P	--	--	--	--	P		
Hospital	--	--	--	--	--	--	--	--	--	--	--	--	--	C	C	C	C	--	--	--	--	C	20.39.520
All office, except as listed below:	--	--	--	--	--	--	--	C	C	P	P	P	P	P	P	P	--	--	--	--	--		
Bail bonds	--	--	--	--	--	--	--	--	--	C	C	C	C	P	P	--	--	--	--	--	--		20.39.525
Surface parking: commercial parking, commuter lease parking or park and ride, remote parking	--	--	--	--	--	--	--	--	--	C	C	P	P	P	P	P	P	--	--	P	--	C	20.39.540
Commercial parking garage – standalone	--	--	--	--	--	--	--	--	--	C	C	C	C	P	P	P	--	--	--	--	--	C	20.39.540
Electric vehicle charging stations	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	20.12
All personal service, except as listed below:	--	--	--	--	--	--	--	C	C	P	C	P	P	P	P	C	--	--	--	--	--		
Funeral home	--	--	--	--	--	--	--	--	--	P	--	P	P	P	P	--	--	--	--	--	--		20.39.545
Crematorium	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	P	P	P	--	--		20.39.545
Indoor animal care	--	--	--	--	--	--	--	--	C	P	--	P	--	P	P	P	--	--	--	--	--		20.39.550
Outdoor animal care	--	--	--	--	--	--	--	--	--	--	--	--	--	C	C	C	C	--	--	--	--		20.39.555
Business services	--	--	--	--	--	--	--	C	P	P	P	P	P	P	P	P	--	--	C	--	--		20.39.570
Conference center	-	-	-	-	-	-	-	-	-	-	C	C	C	C	C	-	-	-	C	-	C		20.39.310
All restaurants except as listed below:	--	--	--	--	--	--	--	P	P	P	P	P	P	P	P	--	--	--	--	--	--		
Food truck	--	--	--	--	--	--	--	P	P	P	P	P	P	P	P	P	--	--	P	--	--		20.39.562
All retail sales, as listed below:																							
Retail establishment (up to 5,000 gross floor area)	--	--	--	--	--	--	--	P	P	P	P	P	P	P	P	P	--	--	P	--	--		20.39.565

Use Category	R1	R2	R3	R4	R5	R6	GB	RMU	NMU	CMU	DMU	GMU	BPMU	CC	CH	IF	LI	HI	CI	PR	PF	Definition/ Standards
Specific Use																						
Retail establishment (5,001 - 15,000 gross floor area)	--	--	--	--	--	--	--	--	--	P	P	P	--	P	P	P	--	--	--	--	--	20.39.565
Retail establishment (15,001 - 50,000 gross floor area)	--	--	--	--	--	--	--	--	--	--	--	P	--	P	P	P	--	--	--	--	--	20.39.565
Retail establishment over (50,000 gross floor area)	--	--	--	--	--	--	--	--	--	--	--	--	--	C	P	P	--	--	--	--	--	20.39.565
Fireworks sales in accordance with POMC 5.60.	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	--	--	--	--	--	
Recreational marijuana sales	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	--	P	--	--	--	--	20.64
Convenience store with fuel pumps	--	--	--	--	--	--	--	--	--	--	--	--	--	--	C	--	--	--	--	--	--	20.39.565
Convenience store without fuel pumps	--	--	--	--	--	--	--	--	C	C	C	--	--	P	P	P	--	--	--	--	--	20.39.565
Fuel station, including fuel pumps and fuel sales, without convenience store	--	--	--	--	--	--	--	--	--	--	--	--	--	--	C	--	P	--	--	--	--	
Automobile service station.	-	-	-	-	-	-	-	-	-	-	-	-	-	-	C	-	P	-	-	-	-	20.39.300
All vehicle and tool/construction equipment sales and rental, as listed below:																						
Light vehicle and light tool or construction equipment sales and rental	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	--	--	--	--	20.39.565
Heavy vehicle and heavy tool or construction equipment sales and rental	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	P	--	--	--	20.39.565
All vehicle service and repair, as listed below:																						
Car wash	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	--	--	--	--	--	20.39.625
Vehicle service and repair, minor	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	P	--	--	--	--	20.39.640
Vehicle service and repair, major	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	P	--	--	--	20.39.645

Use Category	R1	R2	R3	R4	R5	R6	GB	RMU	NMU	CMU	DMU	GMU	BPMU	CC	CH	IF	LI	HI	CI	PR	PF	Definition/ Standards
Vehicle service and repair, commercial vehicle	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	--	--	--	20.39.650
Industrial Uses																						
All heavy industrial	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	--	--	--	20.39.605
All light manufacturing, except as listed below:	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	--	--	--	
Commercial laundry, dry cleaning or carpet cleaning facility	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	--	--	--	20.39.610
Brewery, Distillery under 5,000 square feet	--	--	--	--	--	--	--	--	--	--	P	P	--	--	P	--	--	--	--	--	--	
Brewery, Distillery 5,001-15,000 square feet	--	--	--	--	--	--	--	--	--	--	C	C	--	C	P	P	--	--	--	--	--	
Brewery, Distillery over 15,000 square feet	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	--	--	--	
Craft shop	--	--	--	--	--	--	--	P	P	P	P	P	--	P	P	P	P	P	--	--	--	20.39.610
Food and beverage processing, boutique (area used for processing less than 3,000 SF)	--	--	--	--	--	--	--	P	P	P	P	P	--	P	P	P	P	P	--	--	--	20.39.610
Food and beverage processing, industrial	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	P	--	--	--	20.39.610
Recreational marijuana production	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	--	--	--	20.64
All research and development	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	P	P	P	--	--	--	20.39.615
Resource extraction – mining, dredging, raw mineral processing, except:	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	C	--	--	--	20.39.620
Timber harvesting in the absence of concurrent development	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	
Sand and Gravel Mining	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	C	C	--	--	--	
Stockpiling of sand, gravel or other aggregate materials	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	C	P	--	--	P	20.39.620
Sheet metal, welding, machine shop, tool and equipment manufacturing, vehicle painting facility	--	--	--	--	--	--	--	--	--	--	--	--	--	--	C	P	P	P	--	--	P	20.39.610

Use Category Specific Use	R1	R2	R3	R4	R5	R6	GB	RMU	NMU	CMU	DMU	GMU	BPMU	CC	CH	IF	LI	HI	CI	PR	PF	Definition/ Standards
All warehouse, storage and distribution, as listed below:	--	--	--	--	--	--	--	--	--	--	--	--	--	C	C	C	C	C	--	--	--	
Enclosed storage	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	P	P	--	--	20.39.655
Self-service storage, mini-warehouse	--	--	--	--	--	--	--	--	--	C	--	--	--	C	C	C	--	--	--	--	--	20.39.655
Storage yard	-	-	-	-	-	-	-	-	-	-	-	-	-	-	C	C	P	P			P	20.39.470
All waste-related service, including wastewater treatment facilities, decant facilities and recycling centers	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	C	--	--	P	20.39.660
Recreational marijuana processing	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	--	--	--	20.64
Agricultural Uses																						
All agriculture, as listed below:																						
Agricultural processing, excluding marijuana processing	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	C	P	P	--	--	--	20.39.705
Community garden	P	P	P	P	P	P	--	P	P	P	--	--	--	--	--	--	--	--	--	P	P	20.39.705
Nursery	--	--	--	--	--	--	P	--	--	--	--	--	--	P	P	P	P	--	--	--	--	20.39.705
Winery	--	--	--	--	--	--	C	--	--	C	C	C	--	P	P	P	P	--	--	--	--	20.39.705
Accessory uses not otherwise listed below, as determined by the [Administrator]:																						
Accessory dwelling units, as listed below:																						
Accessory apartment (attached dwelling)	P	P	P	--	--	P	P	--	--	--	--	--	P	--	--	--	--	--	--	--	--	20.68, 20.39.80
Backyard cottage dwelling	P	P	P	--	--	P	P	--	--	--	--	--	P	--	--	--	--	--	--	--	--	20.39.805
Drive-thru facility	--	--	--	--	--	--	--	--	--	C	--	--	--	P	P	P	P	--	--	--	--	20.39.870
Home occupation	P	P	P	P	P	P	P	P	P	--	--	--	P	--	--	--	--	--	--	--	--	20.39.830

Use Category Specific Use	R1	R2	R3	R4	R5	R6	GB	RMU	NMU	CMU	DMU	GMU	BPMU	CC	CH	IF	LI	HI	CI	PR	PF	Definition/ Standards
Home business	P	P	P	--	--	P	P	--	--	--	--	--	P	--	--	--	--	--	--	--	--	20.39.835
Livestock keeping	P	P	P	--	--	--	P	--	--	--	--	--	--	--	--	--	--	--	--	--	--	20.39.845
Outdoor display	--	--	--	--	--	--	--	--	--	P	P	P	P	P	P	P	P	P	--	--	--	20.39.850
Outdoor storage as listed below:																						
Low-impact	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	P	P	--	--	--	20.39.855
High-impact	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	--	--	--	20.39.855
Self-Storage as accessory use to Apartment Building	--	--	--	P	P	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	20.39.860
Vehicle service and repair, accessory to a residential use	P	P	--	--	--	P	P	--	--	--	--	--	--	P	P	--	--	--	--	--	--	20.39.900
Park as accessory use to residential development	P	P	P	P	P	P	--	P	P	P	P	P	P	--	--	--	--	--	--	--	--	
Medical marijuana cooperative	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	--	--	--	--	Ch. 20.64

Key: P = Permitted Use C = Conditional Use -- = Use Not Permitted



City of Port Orchard

216 Prospect Street, Port Orchard, WA 98366
(360) 876-4407 • FAX (360) 895-9029

Agenda Staff Report

Agenda Item No.:	<u>Business Item 7A</u>	Meeting Date:	<u>May 14, 2019</u>
Subject:	<u>Adoption of a Resolution Approving the</u> <u>Collection of Funds for Chimes & Lights</u> <u>Events</u>	Prepared by:	<u>Brandy Rinearson, MMC</u> <u>City Clerk</u>
		Atty Routing No.:	<u>035-19</u>
		Atty Review Date:	<u>May 9, 2019</u>

Summary: Last year was the 20th anniversary of the Festival of Chimes and Lights. The Chimes and Lights committee held the Bay Street Tree Decorating Contest, which was very successful.

The Committee would like to have the contest again this year as the City received positive feedback about the contest.

When applicants participate in an activity requiring a payment to offset the costs to the City of sponsoring the activity, the City Council has determined it to be appropriate for them to pay to the City a fee of \$50, with the money going directly to the cost of purchasing the themed item, and expenses associated with placement, transporting, maintaining, supplies, and the like.

Relationship to Comprehensive Plan: None.

Recommendation: Staff recommends adoption of a resolution allowing the City to collect funds for Chimes and Lights events.

Motion for Consideration: I move to adopt a resolution allowing the City to collect funds for Chimes & Lights events.

Fiscal Impact: Each participate will pay a \$50 adoption fee. All the funds will go directly to expenses associated with the activity.

Alternatives: None.

Attachments: Resolution.

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RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF PORT ORCHARD, WASHINGTON TO ALLOW THE CITY TO COLLECT FUNDS FOR CHIMES AND LIGHTS EVENTS.

WHEREAS, last year was the 20th anniversary of the Festival of Chimes and Lights and the Festival of Chimes and Lights committee held a new event downtown on Bay Street: the Tree Decorating Contest, which was very successful; and

WHEREAS, to encourage the community and businesses to remain engaged in participating in the City's annual event, new activities are created each year; and

WHEREAS, when applicants participate in an activity requiring a payment to offset the costs to the City of sponsoring the activity, the City Council has determined it to be appropriate for them to pay to the City a fee of \$50, with the money going directly to the cost of purchasing the themed item, and expenses associated with placement, transporting, maintaining, supplies, and the like; and

WHEREAS, in order for the City to collect the participation fee, the City Council must pass a resolution authorizing staff to accept the fee, now therefore;

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

THAT: The City of Port Orchard shall collect a fee of \$50 from each person or entity participating in a City-sponsored activity at a Festival of Chimes and Lights event. Collected fees will be used solely for the purchase of the activity-related item(s) and any other cost associated with putting on the activity.

PASSED by the City Council of the City of Port Orchard, APPROVED by the Mayor and attested by the City Clerk in authentication of such passage this 14th day of May 2019.

Robert Putaansuu, Mayor

ATTEST:

Brandy Rinearson, MMC, City Clerk

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City of Port Orchard

216 Prospect Street, Port Orchard, WA 98366
(360) 876-4407 • FAX (360) 895-9029

Agenda Staff Report

Agenda Item No.:	<u>Business Item 7B</u>	Meeting Date:	<u>May 14, 2019</u>
Subject:	<u>Approval of an Interlocal Agreement</u>	Prepared by:	<u>Brandy Rinearson, MMC</u>
	<u>Between Public Agencies to Jointly</u>		<u>City Clerk</u>
	<u>Participate in the Peninsula Regional</u>	Atty Routing No.:	<u>034-19</u>
	<u>Transportation Planning Organization</u>	Atty Review Date:	<u>May 10, 2019</u>
	<u>(PRTPO)</u>		

Summary: At the April 23, 2019, regular Council meeting, Councilmember Ashby mentioned the PRTPO has had Washington State Department of Transportation as their lead planning agency but were notified last April that they would no longer do so. After a selection process, the PRTPO board passed two resolutions; one which designated Kitsap Transit as their lead planning agency; and the second designating Jefferson Transit as their fiscal agent. As these are major changes, the Department of Transportation is asking PRTPO to be recertified. This is an opportunity to update their interlocal agreement and bylaws. The original interlocal agreement was made in 1991.

The City of Port Orchard does not receive funding through the PRTPO, but the City does receive collaboration and networking.

Relationship to Comprehensive Plan: N/A

Recommendation: Staff recommends approving an interlocal agreement to jointly participate in the Peninsula Regional Transportation Planning Organization (PRTPO).

Motion for Consideration: I move to approve an interlocal agreement to jointly participate in the Peninsula Regional Transportation Planning Organization (PRTPO).

Fiscal Impact: N/A

Alternatives: Do not approve interlocal agreement.

Attachments: Cover Letter and Interlocal Agreement.

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INTERLOCAL AGREEMENT

for the

PENINSULA REGIONAL TRANSPORTATION PLANNING ORGANIZATION

THIS AGREEMENT is made and entered into by and between the undersigned public agencies to establish and jointly participate in the Peninsula Regional Transportation Planning Organization (PRTPO), pursuant to provisions of the Interlocal Cooperation Act of 1967, chapter 39.34 RCW, and the Growth Management Act, chapters 36.70A and 47.80 RCW.

Recitals

WHEREAS, the undersigned public agencies recognize the need and desirability to participate in a forum for cooperative decision making by elected officials of said agencies in order to implement a comprehensive regional transportation planning process; and

WHEREAS, the undersigned public agencies adopt transportation plans; and

WHEREAS, the Growth Management Act authorizes establishment of Regional Transportation Planning Organizations through the voluntary association of local governments within a county, or geographically contiguous counties; and

WHEREAS, it is the belief of the undersigned public agencies that state and regional transportation planning should receive policy direction from all affected governments and special purpose districts and major employers; and

WHEREAS, the undersigned public agencies are authorized and empowered to enter into this agreement pursuant to RCW 47.80.020 and chapter 39.34 RCW; and

WHEREAS, the undersigned public agencies recognize that the Interlocal Agreement (ILA) establishing the PRTPO in 1990 needs to be reviewed and updated to conform to current law and practices, and that now is an opportune time given the impending change of the Lead Planning Agency. This 2019 ILA fully replaces and supersedes the 1990 ILA.

NOW THEREFORE, in consideration of mutual promises and covenants herein it is hereby agreed:

Agreement

1. Organization and Membership

The Peninsula Regional Transportation Planning Organization (PRTPO), a separate legal entity, originally established in 1990 and hereby re-established, encompasses the territory physically lying within the counties of Clallam, Jefferson, Kitsap and Mason Counties as authorized by chapter 47.80 RCW and chapter 468-86 WAC.

Voting membership in the PRPTO shall be open to the following public agencies within the boundaries of the PRTPO: all county and city governments, all federally recognized tribes, all port districts organized under title 53 RCW, all transit districts organized under chapter 36.57A RCW, and the WSDOT Olympic Region. Current voting membership belongs to each of the public agencies who have executed this Agreement. New voting members may be added by the execution of this Agreement when approved by the Executive Board.

Nonvoting membership is authorized and encouraged to facilitate cooperative regional transportation planning. Nonvoting membership shall be open to community organizations, employers and other public agencies that are not voting members. Nonvoting membership shall be as approved by the voting membership in accordance with the Bylaws.

2. Purpose and Authority

The purpose of the PRTPO is to fulfill the legislature's intent to have local jurisdictions, tribes, and the state come together for coordinated transportation planning and to have an interconnected and coordinated transportation system that achieves both statewide and local transportation goals.

To accomplish these purposes, the PRTPO shall have the following authority and duties, as established by chapter 47.80 RCW:

- A. Provide a forum for cooperative decision making by the region's elected officials in order to bring about a continuous and comprehensive transportation planning process.
- B. Foster cooperation and collaboration among local, state and tribal governments throughout the region.
- C. Maintain an ongoing transportation strategy for the region and coordinate actions of local and state government so that we may make the best use of our land, air, water and energy resources and overcome the problems of waste and pollution.
- D. Develop and adopt a Regional Transportation Plan that is consistent with countywide planning policies, with county and city transportation plans, and with state transportation plans.
- E. Certify that transportation elements of comprehensive plans adopted by Clallam, Jefferson, and Mason Counties and cities therein are consistent with the Growth Management Act and with the PRTPO's Regional Transportation Plan. Also, where appropriate, certify that their countywide planning policies adopted under RCW 36.70A.210 and the adopted Regional Transportation Plan are consistent.
- F. Develop a six-year Regional Transportation Improvement Program (RTIP) for areas within Clallam, Jefferson and Mason counties that proposes regionally significant transportation project and programs and transportation demand measures.

- G. Develop a Coordinated Transit-Human Services Transportation Plan and include specific opportunities and projects aimed to advance special needs coordinated transportation.
- H. Designate and direct a lead planning agency to coordinate preparation of the Regional Transportation Plan and carry out other responsibilities of the PRTPO as set forth in the Bylaws.
- I. Provide assistance to others to develop level of services standards or alternative transportation performance measures and review those standards of GMA counties and cities to promote a consistent regional evaluation of transportation facilities and services.
- J. Foster and facilitate cooperation and coordination between other regional transportation planning organizations and metropolitan planning organizations.
- K. Foster transportation facilities which encourage economic growth and stability for the region.
- L. Provide assistance and information to public agencies in their preparation of local transportation plans.

3. Organization Structure

The PRTPO shall have the following structure as set forth herein and as further described in the Bylaws.

- A. Executive Board. An Executive Board is hereby established to be the governing body of the PRTPO. All voting members shall have representation on the Executive Board as described in the Bylaws.
- B. Transportation Policy Board. A Transportation Policy Board is hereby established to provide policy advice to the Executive Board on regional transportation issues as provided by RCW 47.80.040. Composition of the Transportation Policy Board shall be determined as provided in the Bylaws.
- C. Technical Advisory Committee. A Technical Advisory Committee is hereby established to provide technical advice to the Executive Board on all matters that may come before the Board. Composition of the Technical Advisory Committee shall be determined as provided in the Bylaws.
- D. The Executive Board may establish other committees as needed to perform the duties of the PRTPO as provided in the Bylaws.

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4. Bylaws

Bylaws shall be adopted to carry out the purpose and objectives set forth herein and shall, at a minimum, include schedules and rules for meetings as well as voting structures for the PRTPO and any board or committee thereof. The Bylaws shall initially be adopted by a majority vote of the total members of the organization and shall be amended as provided for in the Bylaws.

5. Lead Planning Agency

The PRTPO shall designate a Lead Planning Agency to perform the duties required by chapter 47.80 RCW and such other duties as assigned by the Executive Board.

The duties of the Lead Planning Agency shall include, but not be limited to, the following: provide staff support and coordination for the Executive Board, the Transportation Policy Board and the Technical Advisory Committee; hire, supervise and administer personnel, contractors and consultants as directed by the Executive Board; and provide such information, data, inventories and services as may be necessary to carry out the purposes of the PRTPO.

6. Fiscal Agent

The PRTPO shall designate a Fiscal Agent to perform the financial duties as assigned by the Executive Board. These may include, but are not limited to, the collection and disbursement of funds for the purposes of the organization and the provision of information, data, and services as may be necessary to carry out the financial obligations of the PRTPO. At the Executive Board's discretion, the Fiscal Agent may be the same entity as the Lead Planning Agency.

7. Financing

The PRTPO shall be financed in a manner as provided for in the Bylaws and through such local, state, federal, and/or private funding as becomes available. The PRTPO, or the Lead Planning Agency on behalf of the organization, is authorized to apply for such federal, state or private funding of any nature as may become available to assist the PRTPO in carrying out its purposes and functions.

8. Budget

The Lead Planning Agency shall develop a budget which will meet the anticipated expenses of the PRTPO for the coming budget year. The Lead Planning Agency shall submit the proposed budget to the Executive Board for review and comment.

9. Insurance

The Executive Board shall procure insurance sufficient to provide adequate coverage for the obligations and liabilities of the PRTPO.

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10. Duration

This Agreement is perpetual unless a member decides to withdraw from the PRTPO pursuant to Section 11 or the members agree to dissolve the PRTPO pursuant to Section 12 of this Agreement.

11. Withdrawal from the PRTPO

Any member shall have the right to withdraw from the PRTPO and this agreement by giving six months written notice to the Executive Board. The remaining members agree that such withdrawal will not absolve them of responsibility for meeting financial and other obligations of annual contracts or agreements of the PRTPO. Further, such withdrawal will not affect the continuation of the PRTPO unless the requirements of RCW 47.80.020 are no longer met.

12. Dissolution of the PRTPO

The PRTPO may be dissolved at any meeting of the Executive Board by a majority vote of all voting members, so long as all voting members were provided at least six months written notice of the proposed dissolution, or as otherwise provided for in the bylaws, and all voting members were provided an opportunity for comment on the motion.

Upon dissolution of the PRTPO, all liabilities, costs, expenses, and charges validly incurred shall be resolved. If any funds or assets of the PRTPO remain, such shall be returned as provided by law or contract, or distributed as determined by the Executive Board. The debts, liabilities, and obligations of the PRTPO shall not constitute a debt, liability or obligation of any member.

13. Binding effect

The undersigned public agencies agree that this Interlocal Agreement is binding and that each will use their best efforts for coordinated and cooperative transportation planning. All tribes expressly agree to a limited waiver of their sovereign immunity for the sole and limited purpose of committing to the terms and obligations of this Interlocal Agreement.

14. General Terms

- A. Severability. If any provision of this Agreement, or its application to any person or circumstance is held invalid by a court of competent jurisdiction, the remainder of the Agreement or the application of the provision to other persons or circumstances is not affected.
- B. Counterparts. This agreement may be signed in multiple counterparts, each of which shall be considered the same as an original.
- C. Publishing. In accordance with RCW 39.34.040, this Agreement shall be made available on the PRTPO website.

IN WITNESS WHEREOF, this Interlocal Agreement shall have the full force and effect from and after this ____ day of _____, 20__.

[signatures to follow]

BY THE SIGNATURE OF THE UNDERSIGNED PUBLIC AGENCY, IT AGREES TO BE BOUND BY THE TERMS OF THE 2019 INTERLOCAL AGREEMENT OF THE PENINSULA REGIONAL TRANSPORTATION PLANNING ORGANIZATION.

CITY OF PORT ORCHARD:

Robert Putaansuu
Mayor

Date

ATTEST:

Brandy Rinearson, MMC
City Clerk

Date

Sharon Cates
City Attorney

Date

Peninsula Regional Transportation Planning Organization

April 22, 2019

Bek Ashby
City of Port Orchard
Street Address
Port Orchard, WA ZIP

Peninsula RTPO Interlocal Agreement

Greetings Bek;

The Peninsula Regional Transportation Planning Organization (PRTPO) was established through an Interlocal Agreement (ILA) executed in 1990 including the counties of Clallam, Jefferson, Kitsap and Mason. Recently the PRTPO undertook updating of the ILA to:

- Reflect statutory and regulatory changes;
- Memorialize a clearer operating structure;
- Give voting membership to every public agency who signs the updated ILA; and
- Reflect the change of lead planning agency following WSDOT's notification that it will no longer serve in that role.

Port Orchard has been a member of the PRTPO Executive Board for many years and we hope you will continue to collaborate on regional transportation planning through membership in the PRTPO.

Some of the key duties of the PRTPO are:

- Development of the long-range Regional Transportation Plan(RTP) to guide development of regional transportation systems;
- Development and regular updating of the Regional Transportation Improvement Program (RTIP);
- Certifying concurrency of the transportation elements of local comprehensive plans; and
- Evaluation and prioritization of grant application for programs such as the Public Transportation Consolidated Grant Program and the Transportation Alternatives Programs(TAP)

More information about the duties and responsibilities of the PRTPO are detailed in RCW 47.80- Regional Transportation Planning Organizations. The work of the PRTPO is funded through a planning grant from Washington State Department of Transportation. No direct dues or assessments are levied on members.

The strength of the PRTPO springs from its members and their collective knowledge of local and regional transportation needs and the power of collaboration. To maintain designation as a Regional Transportation Planning Organization the PRTPO must have as members all four counties and at least sixty percent of the cities and towns within the region representing a minimum of seventy five percent of the cities' and towns' population. I encourage you to continue your commitment to membership in the RPTPO.

By executing the ILA Port Orchard will be a member with full voting rights on all matters brought before the Executive Board and will have a seat on the Technical Advisory Committee. I ask that you give execution of the ILA your immediate consideration and, should you choose to become a signatory to the PRTPO ILA, you authorize such action as soon as possible so that re-certification of the PRTPO can be confirmed.

Attached to this letter you will find:

- A copy of the ILA; and
- An example resolution authorizing adoption of the ILA
- Guidance for signing the ILA

If you wish, a member of the PRTPO executive committee will meet with elected leaders in your jurisdiction to explain the role and benefits of membership in the PRTPO.

If you have questions, please contact myself at anette@jamestowntribe.org or 360-681-4620. A staff member of the PRTPO will follow up with you as we track progress towards full execution of the ILA.

With Regards,



Annette Nesse
Executive Board Chair
Jamestown S’Klallam Tribe

Distribution:

Clallam County	Mason Transit
Jefferson County	Port of Allyn
Kitsap County	Port of Bremerton
Mason County	Port of Port Angeles
Bainbridge Island	Port of Shelton
Bremerton	Jamestown S’Klallam Tribe
Forks	Hoh
Port Angeles	Lower Elwha Klallam Tribe
Port Orchard	Makah
Port Townsend	Quileute Nation
Poulsbo	Port Gamble S’Klallam
Sequim	Squaxin Island Tribe
Shelton	Skokomish Indian Tribe
Clallam Transit	Suquamish
Jefferson Transit	WSDOT Olympic Region
Kitsap Transit	

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City of Port Orchard

216 Prospect Street, Port Orchard, WA 98366
(360) 876-4407 • FAX (360) 895-9029

Agenda Staff Report

Agenda Item No.:	<u>Business Item 7C</u>	Meeting Date:	<u>May 14, 2019</u>
Subject:	<u>Approval of an Interlocal Agreement</u>	Prepared by:	<u>Brandy Rinearson, MMC</u>
	<u>Between Public Agencies to Jointly</u>		<u>City Clerk</u>
	<u>Participate in the Kitsap Regional</u>	Atty Routing No.:	<u>N/A</u>
	<u>Coordinating Council (KRCC)</u>	Atty Review Date:	<u>N/A</u>

Summary: On May 7, 2019, the KRCC Board approved updates to the interlocal agreement which requires Council ratification.

The changes include updates to sessions II Duration; III Definitions, IV Membership and Representation; VI Financing; and XIX Execution and Filing of the agreement. A redline version of the agreement is attached.

Relationship to Comprehensive Plan: N/A

Recommendation: Staff recommends approving an interlocal agreement to jointly participate in the Kitsap Regional Coordinating Council (KRCC), as presented.

Motion for Consideration: I move to approve an interlocal agreement to jointly participate in the Kitsap Regional Coordinating Council (KRCC).

Fiscal Impact: N/A

Alternatives: Do not approve interlocal agreement.

Attachments: Redline agreement and final agreement.

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Kitsap Regional Coordinating Council

KITSAP REGIONAL COORDINATING COUNCIL INTERLOCAL AGREEMENT

THIS AGREEMENT is made and entered into by and between the undersigned parties pursuant to provisions of the Interlocal Cooperation Act of 1967, Chapter 39.34 RCW.

WHEREAS, the undersigned members recognize the need and desirability to participate in a forum for intergovernmental coordination, cooperation, and consultation among member agencies in order to bring about a continuous and comprehensive regional planning process and efficient service delivery; and

WHEREAS, the undersigned members desire jointly to undertake continuous, cooperative study and planning of regional and governmental issues of mutual interest, including but not limited to development, land use, housing, capital facilities, service, utilities, finances, public buildings, water supply, water distribution and drainage, air and water pollution, parks and recreation, transportation planning, and economic development; and

WHEREAS, it is the belief of the undersigned members that regional deliberations, planning, and review can best be achieved with the creation of a separate legal entity whose function and activities are subject to policy direction from the undersigned member agencies according to the provisions of this Agreement; and

WHEREAS, the State Growth Management Act (GMA) requires local jurisdictions to coordinate and ensure consistency when developing comprehensive land use plans and the undersigned members desire to establish the Kitsap Regional Coordinating Council as a separate legal entity to facilitate coordination and consistency of comprehensive land use plans as required by the GMA; and

WHEREAS, the undersigned members desire to use the Kitsap Regional Coordinating Council for developing County-wide Planning Policies (CPPs) under the GMA as a framework to guide Kitsap County and cities situated within the County in developing their comprehensive land use plans.

THEREFORE, in consideration of mutual promises and covenants herein it is hereby agreed:

I. NAME

This Agreement establishes the KITSAP REGIONAL COORDINATING COUNCIL (“Council”), a separate legal entity since 2001.

II. DURATION

The Agreement shall remain in force and effect perpetually or until terminated by ~~majority~~ vote of the member agencies.

III. DEFINITIONS

For the purpose of this Interlocal Agreement, the following terms have the meaning prescribed to them in this section unless the context of their use dictates otherwise:

- A. “*Member agency*” means a voting and dues paying municipal or other government entity located within Kitsap County which is a party to this Agreement.
- B. “*State*” means the State of Washington.
- C. “*Region*” means the territory physically lying within the boundaries of Kitsap County.
- D. “*Kitsap Regional Coordinating Council*” or “*Council*” means the separate legal entity established by this Agreement to represent member agencies to carry out those powers and managerial and administrative responsibilities delegated pursuant to the provisions of this Agreement.

~~E. “*Majority vote*” means more than one half of the votes cast when a quorum is present and must include a majority of votes from County commissioners and a majority of votes from the representatives of at least two separate cities.~~

EF. “*Executive Board*” shall mean the representatives of member agencies of the Kitsap Regional Coordinating Council identified in Article IV.B. of this Agreement.

FG. “*Cost Allocation*” means annual dues (the annual allocation among Member agencies of the cost of Council operations determined by the Executive Board for the purposes of calculating members’ obligations to contribute to the funding of Council operations for the year, and for the purposes of calculating obligations and distributions in the event of withdrawal or termination).

GH. “*Ex Officio Member*” means a non-voting, non-dues paying member of the Council that is not a party to this Agreement.

~~I. “*Two-thirds majority vote*” means a majority vote and also requires a majority of votes from County commissioners and a majority of votes from the representatives from at least two separate cities.~~

HJ. “*Associate Member*” means a non-voting, dues paying member of the Council ~~which that~~ is not a party to this Agreement ~~and who enters into a separate agreement with the Council that establishes the Associate Member’s level of participation in Council activities.~~

IV. MEMBERSHIP AND REPRESENTATION

A. Membership. Membership (except for Associate Members and Ex Officio Members) is established by execution of this Agreement and payment of any required cost allocation as established by the Executive Board. New Members may be added through an ILA Amendment.

B. Executive Board. The Executive Board is comprised of the following representatives of member agencies:

1. County Government: three (3) members of the Kitsap County Board of Commissioners;
2. City Governments:
 - a. The Mayor of each city having a population of 10,000 persons or less;
 - b. The Mayor and one (1) member of the City Council of each city having a population between 10,001 persons and 30,000 persons;
 - c. The Mayor and two (2) members of the City Council of each city having a population greater than 30,000 persons;
 - d. A city with a Council/Manager form of government may select one (1) member of the City Council instead of a Mayor. The number of additional City Council members representing the city shall be as described in 2(a-c) above.
 - e. Population will be determined by the most recent annual population estimate of cities and towns prepared by the Washington State Office of Financial Management.
3. Port of Bremerton: one (1) representative consisting of a Port Commissioner.
4. Kitsap Transit: one (1) representative consisting of a member selected by the Kitsap Transit Board of Commissioners.
5. City Council, Kitsap Transit and Port of Bremerton representatives may be selected by whatever means established by each specific member agency for a two (2) year term.

~~C. The determination of the population of cities will be the most recent annual population estimate of cities and towns prepared by the Washington State Office of Financial Management.~~

D. New membership. A municipal or government entity or a federally recognized Indian Tribe that desires to become an Ex Officio Member or an Associate Member of the

~~Council~~ must obtain permission to do so by ~~majority vote of~~ the Executive Board. ~~The required permission applies to any entity that wishes to become a Member or Ex Officio Member. Associate Members~~ A municipal or government entity or a federally recognized Indian tribe that wishes to become an Associate Member must obtain permission to do so by a majority vote of the Executive Board, and must also present a draft agreement for the Executive Board's consideration, establishing the proposed terms, duties, powers and privileges for Associate Member status.

V. POWER, AUTHORITY, AND PURPOSE

This Agreement does not confer additional substantive powers or authorities on member agencies. The powers and authorities conferred herein are limited to the powers that each member agency is authorized by law to perform. The Council has the following power, authority, and purpose:

A. Provide a regional forum for regional deliberations and cooperative decision-making by the region's elected officials in order to bring about a continuous and comprehensive planning process, and foster cooperation and mediate differences among governments throughout the region.

B. Consistent with the GMA, coordinate and ensure consistency when developing comprehensive land use plans.

C. Consistent with the GMA, develop CPPs to be used as a framework to guide the County and the Cities in developing their comprehensive land use plans;

D. Coordinate actions to provide for the distribution of state and federal grant funds, including but not limited to federal transportation funding, community development block grants, and low-income housing grants.

E. Undertake continuous, cooperative study and planning of regional and governmental problems of mutual interest, including but not limited to development, land use, housing, capital facilities, services, utilities, finances, public buildings, water supply, water distribution and drainage, air and water pollution, parks and recreation and transportation planning.

F. Coordinate actions to provide for a sustainable economy and environment for the region.

G. Carry out such other planning and coordinating activities authorized by ~~majority vote of~~ the Council including participation in other forums and organizations.

H. Establish Bylaws, to be amended from time to time, that govern the procedures of the Council. The Bylaws, as may be amended, are incorporated into this Agreement by this reference as if fully set forth herein.

I. Contract for administrative services and enter into other agreements as deemed appropriate and/or necessary to implement this Agreement.

J. Purchase, receive, lease, take by gift, or otherwise acquire, own, hold, improve, use and otherwise deal in and with real or personal property, or any interest therein, in the name of the Council.

K. Sell, convey, mortgage, pledge, lease, exchange, transfer, and otherwise dispose of its property and assets.

L. Sue and be sued, complain and defend, in all courts of competent jurisdiction in the Council's name.

M To engage in any other activity necessary to further the Council goals and purposes to the extent authorized by chapter 39.34 RCW.

N. Apply for such federal, state, or private funding of any nature as may become available to assist the organization in carrying out its purposes and functions.

O. Identify and examine issues such as governance, growth policies, development standards, service provision, revenue-cost sharing and municipal annexations in urban growth areas.

P. Strive to represent the consensus of views on growth management and planning issues among member agencies. The Council makes recommendations on behalf of those jurisdictions to multi-county regional agencies and State government on behalf of member agencies, on proposed changes to multi-county regional plans, state plans and laws.

Q. Represent the views or position of member agencies within the County on issues of consistency or the resolution of conflicts related to the multi-county regional growth strategy and transportation plan.

R. Make appointments to committees and boards of multi-county regional organizations (e.g. Puget Sound Regional Council, Peninsula Regional Transportation Planning Organization) where appointments are requested to represent more than one member agency of the Council. Members appointed to such committees and boards shall represent the consensus of the views of the Council. If consensus is not reached on a particular issue, the members appointed to such committees and boards shall represent the majority and minority views of the Council, in order to accurately portray the status of discussions on that issue.

S. Review this Interlocal Agreement no fewer than every 10 years with the assistance of legal counsel.

VI. FINANCING

A. Cost Allocation. All members shall pay the annual cost allocation as described in the Bylaws. If payment by a member is not paid timely after notice of the cost allocation is received, the member is subject to having its membership status revoked by ~~majority vote of the~~ Executive Board.

B. Local Government Accounting. All services and transfers of property to the Kitsap Regional Coordinating Council shall be paid and accounted for in accordance with RCW 43.09.210.

VII. FISCAL YEAR AND BUDGET

A. The Fiscal Year. The fiscal year shall coincide with the calendar year.

B. Adoption of Budget. By September of each year the Executive Board shall adopt a draft annual work program, budget, and cost allocation for the ensuing fiscal year that identifies anticipated activities, goals, revenues, and expenditures for completing the work program. The final work program, budget, and cost allocation for the ensuing year shall be adopted by the Executive Board no later than November of each year. No increase or decrease to the final budget shall occur without the approval of the Executive Board.

C. Notice of Budget. On or before September 30, the Executive Board shall provide written notice of the ensuing year's draft budget, work plan, and cost allocation to the designated representative(s) of each member agency. On or before November 30, the Executive Board shall provide written notice of the final budget, work plan, and cost allocation adopted for the ensuing fiscal year to the designated representative(s) of each member agency.

D. Accounting, Budgeting, and Reporting. The Council shall be subject to the Budgeting Accounting & Reporting System (BARS) applicable to Category 1 local governments.

E. Fiscal Agent. The Council may retain a fiscal agent. The fiscal agent may be a member agency who shall serve and be subject to removal, pursuant to the terms and conditions as established by agreement between the fiscal agent and the Council.

F. Contracting. All contracts made by or on behalf of the Council shall be in accordance with state law, including, but not limited to: Chapter 39.04 RCW, and Chapter 42.23 RCW, and Chapter 42.24 RCW.

VIII. WITHDRAWAL FROM AGREEMENT

Any member agency has the right to withdraw from this Interlocal Agreement by giving the Executive Board six (6) months prior written notice. Unless otherwise provided by future agreement, any member agency that withdraws shall remain responsible for its financial and other obligations with regard to Council activities until the effective date of withdrawal and with regard to agreements to which the Council is a party and which exist at the time of such notice of withdrawal. Withdrawal by one member agency to this Interlocal Agreement shall not terminate the Agreement as to any other remaining member agencies. Except as provided in Article IX of this Agreement, any member agency that withdraws from this Agreement forfeits any rights it may have to the Council's assets; provided, however, such forfeiture shall not take effect if the Council dissolves within one (1) year of the date of the withdrawal notice.

IX. DISPOSAL OF ASSETS

Upon dissolution of the Council, any Council assets, after payment of all liabilities, costs, expenses, and charges validly incurred under this Agreement, shall be distributed to member agencies which are members of the Council on the date of dissolution. Distribution of assets shall be in proportion to the funding formula for cost allocation as described in the Bylaws, in accordance with Article VI.B. of the Agreement, and existing at the time of dissolution. The debts, liabilities, and obligations of the Council shall not constitute a debt, liability, or obligation of any member agency. If assets cannot reasonably be distributed in proportion to the funding formula, the Council shall declare the assets to be surplus, and shall offer the assets for sale according to the requirements of chapter 43.19 RCW, and shall distribute the proceeds from the sale in proportion to the funding formula established by the Executive Board in accordance with Article VI.B. of this Agreement.

X. LIABILITY AND INSURANCE

A. Any loss or liability to third parties resulting from negligent acts, errors, or omissions of the Council, Member agencies (excluding Associate Members), Ex Officio Members, and/or employees while acting within the scope of their authority under this Agreement shall be borne by the Council exclusively, and the Council shall defend such parties, at its cost, upon request by the member agency, ex officio agency, and/or employee.

B. The Executive Board shall obtain commercial general liability, and auto liability insurance coverage for the Council, Executive Board, and any staff employed by the Council, at levels no less than \$1 million single occurrence and \$2 million aggregate for each type of liability that is insured. The policy shall name each member agency, and their respective elected officials, officers, agents, and employees as additional insured's. The Executive Board shall annually evaluate the adequacy of the Council's insurance coverage.

C. The Executive Board shall require that all contractors and subcontractors utilized by the Council obtain insurance coverage consistent with Article X.B.

XI. LEGAL REPRESENTATION

The Council may retain legal counsel. Legal counsel may be an employee of a member agency, an outside entity, or an individual. In the event of a conflict of interest, the Council may retain substitute or additional legal counsel. Additionally, Council may retain outside legal counsel concerning any matter the Council deems appropriate. Retained counsel shall serve, and be subject to removal, pursuant to the terms and conditions established by agreement between legal counsel and the Council. An adjustment in cost allocation to Members will be made if the Council retains outside legal counsel.

XII. ENTIRE AGREEMENT

This Agreement supersedes all previous Kitsap Regional Coordinating Council interlocal agreements and all prior discussions, representations, contracts, and/or agreements between the parties relating to the subject matter of this Agreement and constitutes the entire contract between the parties.

XIII. MODIFICATION

Except as provided by Article XIX, the terms of this Agreement shall not be altered or modified unless agreed to in writing by all member agencies and such writing shall be executed with the same formalities as are required for the execution of this document.

XIV. WAIVER

The failure of any party to insist upon strict performance of any of the terms and conditions of this Agreement shall not be construed to be a waiver or relinquishment of same, but the same shall be and remain in full force and effect.

XV. NOTICE

Except as provided in Article XVIII of this Agreement, any notice required by this Agreement shall be made in writing to the representative(s) identified in Article IV.B. of this Agreement. Notice is effective on the third day following deposit with the U.S. Postal Service, regular mail.

XVI. SEVERABILITY

If any of the provisions of this Agreement are held illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

XVII. CHOICE OF LAW AND VENUE

This Agreement shall be governed by the laws of the State of Washington, both as to its interpretation and performance. Any action at law, suit in equity, or other judicial proceeding arising in connection with this Agreement may be instituted and maintained only in a court of competent jurisdiction in Kitsap County, Washington.

XVIII. CLAIMS

A. Any claim for damages made under chapter 4.96 RCW shall be filed with the Chair of the Kitsap Regional Coordinating Council, c/o the Clerk of the Kitsap County Board of Commissioners, 614 Division Street, MS-4, Port Orchard, Washington, 98366.

B. Upon receipt of a claim for damages, or any other claim, a copy of the claim will be provided by the Clerk of the Board to each member of the Executive Board.

XIX. EXECUTION AND FILING

A. Counterparts. The parties agree that there shall be multiple original signature pages of this Agreement distributed for signature by the necessary officials of the parties. Upon execution, the executed original signature pages of this Agreement shall be returned to the Clerk of the Kitsap County Board of Commissioners, who shall file an executed original of this Agreement with the Kitsap County Auditor. The Clerk of the Board shall distribute duplicate conformed copies of the Agreement to each of the parties. ~~Parties that sign on as Members at a later date will provide original signature pages of this Agreement to the Clerk of the Kitsap~~

~~County Board of Commissioners, who shall file the signature pages provided with the Kitsap County Auditor. The Clerk of the Board shall distribute duplicate conformed copies of the signature pages filed later, to each of the parties. Addition of parties at a later date will not constitute a modification under Section XIII of this Agreement.~~

B. Later Approval and Filing. Later approval and filing of this Agreement by additional parties as set forth in Article IV, Section D, shall be deemed an authorized amendment to the Agreement already on file with the Kitsap County Auditor, without the need for reconsideration and approval by parties that have already approved and executed the Agreement.

XX. EFFECTIVE DATE

This Agreement shall go into effect among and between the parties upon its execution by all of the parties, as evidenced by the signatures and dates affixed below and upon its filing with the County Auditor as provided in Article XIX.

IN WITNESS WHEREOF, this Agreement has been executed by each party on the date set forth below:

Signatures on following pages

Executed this ___ day of _____, 201~~9~~2.

CITY OF BAINBRIDGE ISLAND

Approved as to form

Bainbridge Island City Attorney

~~Kol Medina~~Debbi Lester, Mayor

Executed this ___ day of _____, 201~~9~~2.

CITY OF BREMERTON

Approved as to form

Bremerton City Attorney

~~Greg Wheeler~~Patty Lent, Mayor

Executed this ___ day of _____, 201~~9~~2.

CITY OF PORT ORCHARD

Approved as to form

Port Orchard City Attorney

~~Robert Putaansuu~~Tim Matthes, Mayor

Executed this ___ day of _____, 201~~9~~2.

CITY OF POULSBO

Approved as to form

Poulsbo City Attorney

Becky Erickson, Mayor

Executed this ___ day of _____, 201~~9~~2.

PORT OF BREMERTON

Approved as to form

Port of Bremerton Attorney

Larry Stokes, President

Executed this ____ day of _____, 2019.

Approved as to form

KITSAP TRANSIT

Kitsap Transit Attorney

John Clauson, Executive Director

Executed this ____ day of _____, 201~~9~~².

**KITSAP COUNTY BOARD OF
COMMISSIONERS**

EDWARD E. WOLFE~~ROBERT GELDER~~, Chair

CHARLOTTE GARRIDO, Commissioner

ATTEST:

Dana Daniels, Clerk of the Board

ROBERT GELDER~~JOSH BROWN~~,
Commissioner

Deputy Prosecuting Attorney



Kitsap Regional Coordinating Council

KITSAP REGIONAL COORDINATING COUNCIL INTERLOCAL AGREEMENT

THIS AGREEMENT is made and entered into by and between the undersigned parties pursuant to provisions of the Interlocal Cooperation Act of 1967, Chapter 39.34 RCW.

WHEREAS, the undersigned members recognize the need and desirability to participate in a forum for intergovernmental coordination, cooperation, and consultation among member agencies in order to bring about a continuous and comprehensive regional planning process and efficient service delivery; and

WHEREAS, the undersigned members desire jointly to undertake continuous, cooperative study and planning of regional and governmental issues of mutual interest, including but not limited to development, land use, housing, capital facilities, service, utilities, finances, public buildings, water supply, water distribution and drainage, air and water pollution, parks and recreation, transportation planning, and economic development; and

WHEREAS, it is the belief of the undersigned members that regional deliberations, planning, and review can best be achieved with the creation of a separate legal entity whose function and activities are subject to policy direction from the undersigned member agencies according to the provisions of this Agreement; and

WHEREAS, the State Growth Management Act (GMA) requires local jurisdictions to coordinate and ensure consistency when developing comprehensive land use plans and the undersigned members desire to establish the Kitsap Regional Coordinating Council as a separate legal entity to facilitate coordination and consistency of comprehensive land use plans as required by the GMA; and

WHEREAS, the undersigned members desire to use the Kitsap Regional Coordinating Council for developing County-wide Planning Policies (CPPs) under the GMA as a framework to guide Kitsap County and cities situated within the County in developing their comprehensive land use plans.

THEREFORE, in consideration of mutual promises and covenants herein it is hereby agreed:

I. NAME

This Agreement establishes the KITSAP REGIONAL COORDINATING COUNCIL (“Council”), a separate legal entity since 2001.

II. DURATION

The Agreement shall remain in force and effect perpetually or until terminated by vote of the member agencies.

III. DEFINITIONS

For the purpose of this Interlocal Agreement, the following terms have the meaning prescribed to them in this section unless the context of their use dictates otherwise:

- A. “*Member agency*” means a voting and dues paying municipal or other government entity located within Kitsap County which is a party to this Agreement.
- B. “*State*” means the State of Washington.
- C. “*Region*” means the territory physically lying within the boundaries of Kitsap County.
- D. “*Kitsap Regional Coordinating Council*” or “*Council*” means the separate legal entity established by this Agreement to represent member agencies to carry out those powers and managerial and administrative responsibilities delegated pursuant to the provisions of this Agreement.
- E. “*Executive Board*” shall mean the representatives of member agencies of the Kitsap Regional Coordinating Council identified in Article IV.B. of this Agreement.
- F. “*Cost Allocation*” means annual dues (the annual allocation among Member agencies of the cost of Council operations determined by the Executive Board for the purposes of calculating members’ obligations to contribute to the funding of Council operations for the year, and for the purposes of calculating obligations and distributions in the event of withdrawal or termination).
- G. “*Ex Officio Member*” means a non-voting, non-dues paying member of the Council that is not a party to this Agreement.
- H. “*Associate Member*” means a non-voting, dues paying member of the Council that is not a party to this Agreement.

IV. MEMBERSHIP AND REPRESENTATION

- A. Membership. Membership (except for Associate Members and Ex Officio Members) is established by execution of this Agreement and payment of any required cost allocation as established by the Executive Board. New Members may be added through an ILA Amendment.
- B. Executive Board. The Executive Board is comprised of the following representatives of member agencies:
 - 1. County Government: three (3) members of the Kitsap County Board of Commissioners;
 - 2. City Governments:

- a. The Mayor of each city having a population of 10,000 persons or less;
 - b. The Mayor and one (1) member of the City Council of each city having a population between 10,001 persons and 30,000 persons;
 - c. The Mayor and two (2) members of the City Council of each city having a population greater than 30,000 persons;
 - d. A city with a Council/Manager form of government may select one (1) member of the City Council instead of a Mayor. The number of additional City Council members representing the city shall be as described in 2(a-c) above.
 - e. Population will be determined by the most recent annual population estimate of cities and towns prepared by the Washington State Office of Financial Management.
- 3. Port of Bremerton: one (1) representative consisting of a Port Commissioner.
 - 4. Kitsap Transit: one (1) representative consisting of a member selected by the Kitsap Transit Board of Commissioners.
 - 5. City Council, Kitsap Transit and Port of Bremerton representatives may be selected by whatever means established by each specific member agency.

D. New membership. A municipal or government entity or a federally recognized Indian Tribe that desires to become an Ex Officio Member or an Associate Member must obtain permission to do so by the Executive Board. Associate Members must also present a draft agreement for the Executive Board's consideration, establishing the proposed terms, duties, powers and privileges for Associate Member status.

V. POWER, AUTHORITY, AND PURPOSE

This Agreement does not confer additional substantive powers or authorities on member agencies. The powers and authorities conferred herein are limited to the powers that each member agency is authorized by law to perform. The Council has the following power, authority, and purpose:

A. Provide a regional forum for regional deliberations and cooperative decision-making by the region's elected officials in order to bring about a continuous and comprehensive planning process, and foster cooperation and mediate differences among governments throughout the region.

B. Consistent with the GMA, coordinate and ensure consistency when developing comprehensive land use plans.

- C. Consistent with the GMA, develop CPPs to be used as a framework to guide the County and the Cities in developing their comprehensive land use plans;
- D. Coordinate actions to provide for the distribution of state and federal grant funds, including but not limited to federal transportation funding, community development block grants, and low-income housing grants.
- E. Undertake continuous, cooperative study and planning of regional and governmental problems of mutual interest, including but not limited to development, land use, housing, capital facilities, services, utilities, finances, public buildings, water supply, water distribution and drainage, air and water pollution, parks and recreation and transportation planning.
- F. Coordinate actions to provide for a sustainable economy and environment for the region.
- G. Carry out such other planning and coordinating activities authorized by the Council including participation in other forums and organizations.
- H. Establish Bylaws, to be amended from time to time, that govern the procedures of the Council. The Bylaws, as may be amended, are incorporated into this Agreement by this reference as if fully set forth herein.
- I. Contract for administrative services and enter into other agreements as deemed appropriate and/or necessary to implement this Agreement.
- J. Purchase, receive, lease, take by gift, or otherwise acquire, own, hold, improve, use and otherwise deal in and with real or personal property, or any interest therein, in the name of the Council.
- K. Sell, convey, mortgage, pledge, lease, exchange, transfer, and otherwise dispose of its property and assets.
- L. Sue and be sued, complain and defend, in all courts of competent jurisdiction in the Council's name.
- M. To engage in any other activity necessary to further the Council goals and purposes to the extent authorized by chapter 39.34 RCW.
- N. Apply for such federal, state, or private funding of any nature as may become available to assist the organization in carrying out its purposes and functions.
- O. Identify and examine issues such as governance, growth policies, development standards, service provision, revenue-cost sharing and municipal annexations in urban growth areas.
- P. Strive to represent the consensus of views on growth management and planning issues among member agencies. The Council makes recommendations on behalf of those

jurisdictions to multi-county regional agencies and State government on behalf of member agencies, on proposed changes to multi-county regional plans, state plans and laws.

Q. Represent the views or position of member agencies within the County on issues of consistency or the resolution of conflicts related to the multi-county regional growth strategy and transportation plan.

R. Make appointments to committees and boards of multi-county regional organizations (e.g. Puget Sound Regional Council, Peninsula Regional Transportation Planning Organization) where appointments are requested to represent more than one member agency of the Council. Members appointed to such committees and boards shall represent the consensus of the views of the Council. If consensus is not reached on a particular issue, the members appointed to such committees and boards shall represent the majority and minority views of the Council, in order to accurately portray the status of discussions on that issue.

S. Review this Interlocal Agreement no fewer than every 10 years with the assistance of legal counsel.

VI. FINANCING

A. Cost Allocation. All members shall pay the annual cost allocation as described in the Bylaws. If payment by a member is not paid timely after notice of the cost allocation is received, the member is subject to having its membership status revoked by the Executive Board.

B. Local Government Accounting. All services and transfers of property to the Kitsap Regional Coordinating Council shall be paid and accounted for in accordance with RCW 43.09.210.

VII. FISCAL YEAR AND BUDGET

A. The Fiscal Year. The fiscal year shall coincide with the calendar year.

B. Adoption of Budget. By September of each year the Executive Board shall adopt a draft annual work program, budget, and cost allocation for the ensuing fiscal year that identifies anticipated activities, goals, revenues, and expenditures for completing the work program. The final work program, budget, and cost allocation for the ensuing year shall be adopted by the Executive Board no later than November of each year. No increase or decrease to the final budget shall occur without the approval of the Executive Board.

C. Notice of Budget. On or before September 30, the Executive Board shall provide written notice of the ensuing year's draft budget, work plan, and cost allocation to the designated representative(s) of each member agency. On or before November 30, the Executive Board shall provide written notice of the final budget, work plan, and cost allocation adopted for the ensuing fiscal year to the designated representative(s) of each member agency.

D. Accounting, Budgeting, and Reporting. The Council shall be subject to the Budgeting Accounting & Reporting System (BARS) applicable to Category 1 local governments.

E. Fiscal Agent. The Council may retain a fiscal agent. The fiscal agent may be a member agency who shall serve and be subject to removal, pursuant to the terms and conditions as established by agreement between the fiscal agent and the Council.

F. Contracting. All contracts made by or on behalf of the Council shall be in accordance with state law, including, but not limited to: Chapter 39.04 RCW, and Chapter 42.23 RCW, and Chapter 42.24 RCW.

VIII. WITHDRAWAL FROM AGREEMENT

Any member agency has the right to withdraw from this Interlocal Agreement by giving the Executive Board six (6) months prior written notice. Unless otherwise provided by future agreement, any member agency that withdraws shall remain responsible for its financial and other obligations with regard to Council activities until the effective date of withdrawal and with regard to agreements to which the Council is a party and which exist at the time of such notice of withdrawal. Withdrawal by one member agency to this Interlocal Agreement shall not terminate the Agreement as to any other remaining member agencies. Except as provided in Article IX of this Agreement, any member agency that withdraws from this Agreement forfeits any rights it may have to the Council's assets; provided, however, such forfeiture shall not take effect if the Council dissolves within one (1) year of the date of the withdrawal notice.

IX. DISPOSAL OF ASSETS

Upon dissolution of the Council, any Council assets, after payment of all liabilities, costs, expenses, and charges validly incurred under this Agreement, shall be distributed to member agencies which are members of the Council on the date of dissolution. Distribution of assets shall be in proportion to the funding formula for cost allocation as described in the Bylaws, in accordance with Article VI.B. of the Agreement, and existing at the time of dissolution. The debts, liabilities, and obligations of the Council shall not constitute a debt, liability, or obligation of any member agency. If assets cannot reasonably be distributed in proportion to the funding formula, the Council shall declare the assets to be surplus, and shall offer the assets for sale according to the requirements of chapter 43.19 RCW, and shall distribute the proceeds from the sale in proportion to the funding formula established by the Executive Board in accordance with Article VI.B. of this Agreement.

X. LIABILITY AND INSURANCE

A. Any loss or liability to third parties resulting from negligent acts, errors, or omissions of the Council, Member agencies (excluding Associate Members), Ex Officio Members, and/or employees while acting within the scope of their authority under this Agreement shall be borne by the Council exclusively, and the Council shall defend such parties, at its cost, upon request by the member agency, ex officio agency, and/or employee.

B. The Executive Board shall obtain commercial general liability, and auto liability insurance coverage for the Council, Executive Board, and any staff employed by the Council, at levels no less than \$1 million single occurrence and \$2 million aggregate for each type of liability that is insured. The policy shall name each member agency, and their respective elected

officials, officers, agents, and employees as additional insured's. The Executive Board shall annually evaluate the adequacy of the Council's insurance coverage.

C. The Executive Board shall require that all contractors and subcontractors utilized by the Council obtain insurance coverage consistent with Article X.B.

XI. LEGAL REPRESENTATION

The Council may retain legal counsel. Legal counsel may be an employee of a member agency, an outside entity, or an individual. In the event of a conflict of interest, the Council may retain substitute or additional legal counsel. Additionally, Council may retain outside legal counsel concerning any matter the Council deems appropriate. Retained counsel shall serve, and be subject to removal, pursuant to the terms and conditions established by agreement between legal counsel and the Council. An adjustment in cost allocation to Members will be made if the Council retains outside legal counsel.

XII. ENTIRE AGREEMENT

This Agreement supersedes all previous Kitsap Regional Coordinating Council interlocal agreements and all prior discussions, representations, contracts, and/or agreements between the parties relating to the subject matter of this Agreement and constitutes the entire contract between the parties.

XIII. MODIFICATION

Except as provided by Article XIX, the terms of this Agreement shall not be altered or modified unless agreed to in writing by all member agencies and such writing shall be executed with the same formalities as are required for the execution of this document.

XIV. WAIVER

The failure of any party to insist upon strict performance of any of the terms and conditions of this Agreement shall not be construed to be a waiver or relinquishment of same, but the same shall be and remain in full force and effect.

XV. NOTICE

Except as provided in Article XVIII of this Agreement, any notice required by this Agreement shall be made in writing to the representative(s) identified in Article IV.B. of this Agreement. Notice is effective on the third day following deposit with the U.S. Postal Service, regular mail.

XVI. SEVERABILITY

If any of the provisions of this Agreement are held illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

//

XVII. CHOICE OF LAW AND VENUE

This Agreement shall be governed by the laws of the State of Washington, both as to its interpretation and performance. Any action at law, suit in equity, or other judicial proceeding arising in connection with this Agreement may be instituted and maintained only in a court of competent jurisdiction in Kitsap County, Washington.

XVIII. CLAIMS

A. Any claim for damages made under chapter 4.96 RCW shall be filed with the Chair of the Kitsap Regional Coordinating Council, c/o the Clerk of the Kitsap County Board of Commissioners, 614 Division Street, MS-4, Port Orchard, Washington, 98366.

B. Upon receipt of a claim for damages, or any other claim, a copy of the claim will be provided by the Clerk of the Board to each member of the Executive Board.

XIX. EXECUTION AND FILING

A. Counterparts. The parties agree that there shall be multiple original signature pages of this Agreement distributed for signature by the necessary officials of the parties. Upon execution, the executed original signature pages of this Agreement shall be returned to the Clerk of the Kitsap County Board of Commissioners, who shall file an executed original of this Agreement with the Kitsap County Auditor. The Clerk of the Board shall distribute duplicate conformed copies of the Agreement to each of the parties.

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IN WITNESS WHEREOF, this Agreement has been executed by each party on the date set forth below:

Signatures on following pages

Executed this ___ day of _____, 2019.

CITY OF BAINBRIDGE ISLAND

Approved as to form

Bainbridge Island City Attorney

Kol Medina, Mayor

Executed this ___ day of _____, 2019.

CITY OF BREMERTON

Approved as to form

Bremerton City Attorney

Greg Wheeler, Mayor

Executed this ___ day of _____, 2019.

CITY OF PORT ORCHARD

Approved as to form

Port Orchard City Attorney

Robert Putaansuu, Mayor

Executed this ___ day of _____, 2019.

CITY OF POULSBO

Approved as to form

Poulsbo City Attorney

Becky Erickson, Mayor

Executed this ___ day of _____, 2019.

PORT OF BREMERTON

Approved as to form

Port of Bremerton Attorney

Larry Stokes, President

Executed this ____ day of _____, 2019.

KITSAP TRANSIT

Approved as to form

Kitsap Transit Attorney

John Clauson, Executive Director

Executed this _____ day of _____, 2019.

**KITSAP COUNTY BOARD OF
COMMISSIONERS**

EDWARD E. WOLFE, Chair

CHARLOTTE GARRIDO, Commissioner

ATTEST:

Dana Daniels, Clerk of the Board

ROBERT GELDER, Commissioner

Deputy Prosecuting Attorney

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