



City of Port Orchard Council Meeting Agenda
November 12, 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 PlanPol-alt / PRTPO

Shawn Cucciardi
Finance Committee
Land Use Committee
PSRC EDD-alt

Fred Chang
Utilities Committee
Sewer Advisory Committee (SAC)
Staff: Public Works Director

Jay Rosapepe
ED/Tourism/LT Committee
Utilities Committee
Sewer Advisory Committee (SAC)
KRCC-alt / KRCC TransPol-alt
Kitsap Transit-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

Matt Brown
Police Chief

Brandy Rinearson, MMC, CPPO
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 October 22, 2019, Council Meeting Minutes **Page 3**

5. PRESENTATION

6. PUBLIC HEARING

A. Vacating City Right-of-Way, an Alley Between Cline Avenue and Dekalb Street (Rinearson) **Page 9**

B. 2019 Comprehensive Plan Amendments (Bond) **Page 23**

7. BUSINESS ITEMS

A. Adoption of an Ordinance Approving the Petition to Vacate City Right-of-Way, an Alley Between Cline Avenue and Dekalb Street (Rinearson) **Page 84**

B. Adoption of an Ordinance Adopting the 2019 Comprehensive Plan Amendments (Bond) **Page 90**

C. Adoption of an Ordinance Authorizing the Maximum Capacity of Local Sales and Use Tax Related with SHB 1406 (Crocker) **Page 92**

D. Adoption of an Ordinance Approving Memorandums of Understanding with the Teamsters Representing Public Works Employees, Municipal Court Employees and Police Support Staff (Lund) **Page 98**

E. Adoption of an Ordinance Approving Memorandums of Understanding with the Police Guild Representing Patrol and the Police Guild Representing Sergeants (Lund) **Page 104**

F. Adoption of a Resolution Adopting the Lodging Tax Advisory Committee's Recommendation for 2020 Funding Allocation (Rinearson) **Page 112**

- G. Adoption of a Resolution Approving an Interlocal Agreement with the City of Bremerton for the Purchase and Sale of Water Assets Within the 580 Zone (Dorsey) **Page 116**
- H. Adoption of a Resolution Amending Port Orchard Municipal Code Chapter 10.08 to Update Speed Limits Within the City of Port Orchard (Bond) **Page 164**
- I. Approval of an Ingress/Egress and Utility Easement Agreement with Joyce Elizabeth Bonfoey Across Tax Parcel 052301-2-012-2005 (Dorsey) **Page 175**
- J. Approval of the October 15, 2019, Council Work Study Session Meeting Minutes **Page 191**

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	November 12, 2019; 5:30pm	City Hall
Economic Development and Tourism	November 18, 2019; 9:30am	City Hall
Utilities	November 18, 2019; 9:30am	City Hall
Sewer Advisory	February 19, 2020; 6:30pm	City Hall
Land Use	TBD, 2019; 1:00pm	DCD*
Lodging Tax Advisory	October, 2020	City Hall
Festival of Chimes & Lights	November 18, 2019; 3:30pm	City Hall
Outside Agency Committees	Varies	Varies
Council Retreat	January 17, 2020; 9:00am	Puerta Vallarta**

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

**Puerta Vallarta, 1599 SE Lund Ave, Port Orchard, WA

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
Regular Meeting of October 22, 2019**

1. CALL TO ORDER AND ROLL CALL

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

Roll call was taken by the City Clerk as follows:

Mayor Pro-Tem 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: Finance Director Crocker, Associate Planner Fisk, City Attorney Cates, Police Chief Brown, City Clerk Rinearson, HR Coordinator Lund 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 Cucciardi, seconded by Councilmember Diener, to approve the agenda as amended.

The motion carried.

3. CITIZENS COMMENTS

There were no citizen comments.

4. CONSENT AGENDA

- A.** Approval of Voucher Nos. 77853 through 77899 and 77910 through 77939 including bank drafts in the amount of \$322,758.73 and Electronic Payments/EFT's in the amount of \$10,897.56 totaling \$333,656.29.
- B.** Approval of Payroll Check Nos. 77900 through 77909 including bank drafts and EFT's in the amount of \$257,545.25; and Direct Deposits in the amount of \$169,721.72 totaling \$427,266.97.

- C. Approval of an Interlocal Agreement with Kitsap County for the West Sound Stormwater Outreach Group (**Contract No. 073-19**)

MOTION: By Councilmember Ashby, seconded by Councilmember Rosapepe, to approve the consent agenda as presented.

The motion carried.

5. PRESENTATION

A. Kitsap Economic Development Alliance

John Powers, Executive Director of the Kitsap Economic Development Alliance, presented the 3rd quarterly economic development report.

6. PUBLIC HEARING

A. Revenue Sources and Property Tax Levy Current Expense Budget 2019-2020 and Satisfying the Requirements of RCW 84.55.120

Mayor Putaansuu opened the public hearing at 7:01 p.m.

No testimony was heard.

MOTION: By Councilmember Diener, seconded by Councilmember Cucciardi, to close the public hearing.

The motion carried.

B. 2019-2020 Mid-Biennial Review and Modifications Amending the 2019-2020 Biennial Budget

Mayor Putaansuu opened the public hearing at 7:08 p.m.

No testimony was heard.

MOTION: By Councilmember Rosapepe, seconded by Councilmember Cucciardi, to close the public hearing.

The motion carried.

7. BUSINESS ITEMS

A. Adoption of an Ordinance Setting the Amount of Property Tax to be Levied for Year 2020 Pursuant to RCW 84.55.120

MOTION: By Councilmember Ashby, seconded by Councilmember Cucciardi, to adopt an ordinance setting the 2020 property tax levy and the amount of property taxes to be raised for the budget year of 2020.

**The motion carried.
(Ordinance No. 043-19)**

B. Adoption of an Ordinance Amending the 2019-2020 Biennial Budget as Part of the Mid-Biennial Review

MOTION: By Councilmember Clauson, seconded by Councilmember Rosapepe, to adopt an ordinance amending the 2019 – 2020 Biennial Budgets for the City of Port Orchard.

**The motion carried.
(Ordinance No. 044-19)**

C. Adoption of an Ordinance Providing High Deductible Medical Plan Option for Non-Union Employees

MOTION: By Councilmember Cucciardi, seconded by Councilmember Lucarelli, to adopt an ordinance which adds high deductible medical plan options to the medical insurance plans offered to non-union employees effective January 1, 2020.

**The motion carried.
(Ordinance No. 045-19)**

D. Adoption of an Ordinance Establishing Certain Employee Benefits for Non-Union Employees

MOTION: By Councilmember Clauson, seconded by Councilmember Cucciardi, to adopt an ordinance approving the Employee Benefits Policy to reflect a rate of pay increase of 2.30% COLA effective January 1, 2020 for non-union employees.

**The motion carried.
(Ordinance No. 046-19)**

E. Adoption of an Ordinance Authorizing an Additional 1.0 FTE for the Information Technology Division, and Adopting a Job Description and Setting a Salary Range

MOTION: By Councilmember Lucarelli, seconded by Councilmember Clauson, to adopt an ordinance adding an additional 1.0 FTE for IT services, adopting a job description for Network Administrator and setting a salary range.”

**The motion carried.
(Ordinance No. 047-19)**

F. Adoption of a Resolution Adopting the Final Plat of Muirfield Phase II (McCormick Woods Phase III)

MOTION: By Councilmember Rosapepe, seconded by Councilmember Lucarelli, to adopt a resolution, as presented, granting final plat approval for Plat of Muirfield Phase II.

**The motion carried.
(Resolution No. 036-19)**

G. Approval of the October 8, 2019, Council Meeting Minutes

MOTION: By Councilmember Cucciardi, seconded by Councilmember Clauson, to approve the minutes of the regular meeting of October 8, 2019.

The motion passed. Mayor Pro-Tem Ashby abstained.

8. DISCUSSION ITEMS (No Action to be Taken)

A. HB 1406 Relating to Encouraging Investments in Affordable and Supportive Housing

Mayor Putaansuu said Council has been asking questions about KCR (Kitsap Community Resources) and Housing Kitsap programs and invited them here to explain.

He introduced Bridget Glasspoole, Housing Solutions Center Manager with KCR, who provided information about their program and homelessness statistics.

Dean Nail, Single Family Housing Director with Housing Kitsap, described their rehab program.

Mayor and Council discussed the two organizations and the benefits of each program noting that both have a lot of offer citizens of our community.

Councilmembers Lucarelli, Diener, Cucciardi, Chang and Ashby voiced their support for KCR.

Councilmembers Clauson and Rosapepe voiced their support for Housing Kitsap.

Mayor Putaansuu will reach out to KCR to start preparing a one-year contract with options to renew. He will bring it back to Council for their final approval.

9. REPORTS OF COUNCIL COMMITTEES

Councilmember Clauson reported the Finance Committee is scheduled to meet November 12th.

Councilmember Ashby reported the Economic Development and Tourism Committee is scheduled to meet November 18th. The KRCC (Kitsap Regional Coordinating Council) Board Retreat is scheduled for Friday (October 25th).

Councilmember Lucarelli reported on the October 21st Utility Committee meeting. The next meeting is scheduled for November 18th. The Sewer Advisory Committee is scheduled to meet November 6th. She reported on the October 21st Chimes and Lights Committee meeting. The next meeting is scheduled for November 18th.

Councilmember Diener reported the Land Use Committee is scheduled to meet November 4th.

Councilmember Rosapepe reported lodging tax recommendations are scheduled for the next Council meeting in November.

Mayor Putaansuu reported on his attendance at the American Public Transit Association conference.

10. REPORT OF MAYOR

The Mayor reported on the following:

- Fireworks and public hearing;
- New online job portal;
- Salary survey and strategic workforce plan;
- Transportation committee;
- Tentative Council retreat January 2020;
- Building permit processing;
- Kitsap County campus presentation;
- Plastic bag reduction outreach;
- Update on community center;
- First responder's communication system; and
- Public Facilities District meeting on Monday, October 28th.

11. REPORT OF DEPARTMENT HEADS

Police Chief Brown and Mayor Putaansuu spoke about the new police vehicle.

12. CITIZEN COMMENTS

In response to **Gerry Harmon**, Mayor Putaansuu spoke to the funds for the biennial budget.

Gerry Harmon spoke about fireworks; reserves fund in the budget; and asked about non-union employees working at City Hall.

Councilmember Clauson noted the transit system is holding a community meeting on Saturday (October 26th).

13. EXECUTIVE SESSION

No executive session was held.

14. ADJOURNMENT

The meeting adjourned at 8:26 p.m. No other action was taken. Audio/Visual was successful.

Brandy Rinearson, MMC, City Clerk

Robert Putaansuu, Mayor



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>November 12, 2019</u>
Subject:	<u>Public Hearing on Vacating City Right-of-Way, an Alley Between Cline Avenue and Dekalb Street</u>	Prepared by:	<u>Brandy Rinearson, MMC City Clerk</u>
		Atty Routing No:	<u>060-19</u>
		Atty Review Date:	<u>November 8, 2019</u>

Summary: Petitioner, Minh Chau Trinh, owner of 314-316 Cline Avenue, submitted a petition to vacate City right-of-way (ROW). The ROW is an alley between Cline Avenue and Dekalb Street and is adjacent to her parcel. The area to be vacated is approximately 2,421 square feet. This vacation is at the request of the City’s Code Enforcement Officer to clean up the encroachment on to the City’s ROW. Once this has been vacated, the Petitioner can move forward with repairs to a deck that is rotting. The adjacent property owners, Harold and Shirly Vlist and Suanne Martin-Smith, who together with the Petitioner own more than two thirds of the abutting property, have signed the petition, as required by RCW 35.79.010 and POMC 12.08.010.

At the August 22, 2019, Land Use Committee meeting the committee and staff expressed support of the vacation, however they prefer the remainder of the alley be vacated with this vacation. This would be approximately an additional 120’ length of ROW for an additional approximate 1,190 square feet.

On October 8, 2019, the Council adopted Resolution No. 035-19, setting a public hearing on this petition to vacate the City’s ROW.

On October 11, 2019, the City posted the required public notice in a conspicuous place in the alley sought to be vacated, and on October 21, 2019 placed a copy of the adopted Resolution in three of the most public places in the City: (1) City Hall Bulletin Board, (2) Kitsap County Administrative Building Bulletin Board, and (3) Port Orchard Library Bulletin Board. In addition, on October 21, 2019, the City mailed letters notifying the abutting property owners of the petition and the public hearing. These actions meet the required posting and noticing requirements as outlined in RCW 35.79.020 and POMC 12.08.020.

As of today, staff has not received any written objections to this proposed vacation. Pursuant to RCW 35.79.020 and POMC 12.08.030(1), the Council is prohibited from proceeding with the Public Hearing if fifty percent (50%) of the abutting property owners file written objection to the proposed vacation with the Clerk, prior to the time of the hearing; therefore, with no written objections, the Council shall proceed with the Public Hearing.

Recommendation: Staff recommends the Mayor Pro-Tem open the public hearing to take public testimony on the petition to vacate a portion of City ROW, an alley between Cline Avenue and Dekalb Street.

Attachments: Petition and Resolution No. 035-19.



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

RECEIVED

JUL 29 2019

CITY OF PORT ORCHARD
 CITY CLERKS OFFICE

STREET VACATION PETITION

TO THE CITY COUNCIL OF THE CITY OF PORT ORCHARD:

1. The undersigned, owners of two-thirds of the real property abutting upon that public street described below, do hereby petition the City of Port Orchard to vacate said street/alley, described as follows:

Legal description: See attached
(Legal description of portion of right-of-way, which is subject of petition)

all situated in the City of Port Orchard, County of Kitsap, State of Washington, and request that said City Council by Resolution fix a time and place when this Petition shall be heard and determined by that authority, which time shall not be more than sixty (60) days nor less than twenty (20) days after passage of such Resolution.

2. The undersigned proposes the following:
 - a. Proposed use of the vacated Right-of-Way: to cleanup property line / Row
 - b. The proposed vacation is located in _____ zoning district.
 - c. The property is approximately 116' feet wide by approximately 147' feet long, containing approximately 2421 total square feet.
 - d. Provide a map with Right-of-Way proposed to be vacated outlined or highlighted.
 - e. The undersigned hereby agree to pay the full appraised value of the vacated right-of-way to the City of Port Orchard, and comply with all conditions required by the City, upon approval of the petition. The petitioner hereby requests that:

N/A

Obtain an appraisal of right-of-way proposed to be vacated. In lieu of an appraisal value of the land may be based on the following square foot valuations: residential \$5; Commercial \$10; and Industrial \$10.

N/A

Certified check is an amount equal to the full appraised or estimated value of land. *(Certified check to be held until vacation is approved or denied by Council)*

3. Verification by the City of Port Orchard of the undersigned who are the legal property owners representing one hundred (100) percent of the abutting property.

 Brandy Rinearson, CMC, City Clerk

4. The undersigned has paid to the City Clerk the \$100 application fee. It is understood that this fee is not refundable, that it is for the purpose of partially defraying the normal administrative, engineering and legal expenses in processing the petition for vacation, and that it does not constitute a payment for the street vacation requested in the petition.

Receipt No: 7958 Date 7/29/19

These pages are a group of pages containing an identical text and prayer intended by the signers of this Petition to be presented and considered as one Petition and may be filed with other pages containing additional signatures, which cumulatively may be considered as a single Petition.

WARNING: Every person who signs this Petition with any other than his true name, or who knowingly signs more than one of these Petitions, or signs a Petition when he is otherwise not qualified to sign, or who make any false statement shall be guilty of a misdemeanor.

PRAYER OF PETITION: For the vacation of a portion of that street/alley commonly known as City right-of-way and called 314-316 Clive Ave

Signatures of petitioners (Note: all persons who have an ownership interest **must sign** the petition. This includes co-owner(s) and/or spouse.

Minh Chau Trinh 12925 SE 69th Pl, Bellevue WA 98006
Name Address Phone Tax Parcel Number
4650-003-007-0002

MINH CHAU TRINH
(Name Printed or Typed)

Minh Chau Trinh
(Signature)

Name Address Phone Tax Parcel Number

(Name Printed or Typed)

(Signature)

Name Address Phone Tax Parcel Number

(Name Printed or Typed)

(Signature)

Update: April 2012



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

**PROCEDURE TO SUBMIT PETITION TO VACATE CITY
 RIGHT-OF-WAY**
 (RCW 35.79/City Resolution No. 1990)

- 1) Obtain an appraisal of right-of-way proposed to be vacated. In lieu of an appraisal value of the land may be based on the following square foot valuations: residential \$5; Commercial \$10; and Industrial \$10.
- 2) Submit to the City Clerk's office a Petition to Vacate signed by all abutting property owners* with following information or attachments:
 - a. Full Appraisal; — email from park shore RE
 - b. Legal Description of portion of right-of-way proposed to be vacated; — 2 mail —
 - c. Dimensions of area proposed to be vacated;
 - d. Copy of Kitsap Co. Assessor's map with right-of-way proposed to be vacated outlined or highlighted; ✓
 - e. Application fee of \$100; [highlighted]
 - f. Certified check in an amount equal to the full appraised or estimated value of land. — OK see email

**In the event an abutting property owner does not oppose the request to vacate, but is not interested in ownership of the portion abutting their property, a notarized statement may be submitted by the non-interested property owner, to allow another abutting property owner to receive ownership of that portion of vacated right of way.*

PROCESSING PROCEDURE:

- 1) Staff review Petition package prior to actual acceptance of Petition to confirm all information, fees and attachments are included.
- 2) Accepted petition is transmitted to Public Property Committee and the City Engineer for review and recommendation. Review standards consist of, but are not limited to:
 - a. The City does not have a foreseeable or possible use of the property.
 - b. The removal of public access does not adversely affect access to other property(s).
 - c. The vacation of the property does not adversely affect utilities such as water, sewer, storm, electric, and others. Mail copy of the application to: Attn: Kitty Ogg, Puget Sound Energy, 6522 Kitsap Way, Bremerton, WA 98312
 - d. The enlarging of property area does not create potential or actual land uses that are inconsistent with city growth plans and goals.
 - e. The City receives the fullest monetary amount allowed by law. (The cost of vacating public property must be paid by the applicant. A non-refundable \$100 Application Fee is paid by the petitioner(s). In the event the administrative cost to process a Petition to Vacate exceeds \$100, the petitioner will be assessed additional fees.)
 - f. There has been a public hearing as set forth by RCW 35.79, with adjacent property owners receiving notification.

002 00345-810

- 3) After Public Property Committee and the City Engineer review, Clerk's Office shall prepare draft resolution for Council consideration setting date and time for Public Hearing on Petition to Vacate. Such Public Hearing shall not be more than 60 days and not less than 20 days after date of passage of such Resolution.
- 4) After passage and publication of resolution the following notification process shall be followed:
 - a. Resolution published in official newspaper
 - b. Post notice of Public Hearing at the following locations:
 - (1) Subject property
 - (2) City Hall bulletin board
 - (3) Library bulletin board
 - (4) Kitsap County Courthouse bulletin board
 - c. Mail notice (copy of Resolution) to all abutting property owners as provided by the County Treasurer/Auditor.

Aug 26th
 PH
 Sept 10, 14 9

Oct 8th
 Action -

Public Hearing

- 1. Staff report
- 2. Committee report and recommendation
- 3. Public input/comment
- 4. Council consideration and action

Petition approved/denied:

1) DENIED:

- a. 50% of abutting property owners file writes objection to the Clerk 15 days prior to hearing the City is prohibited from proceeding with the Resolution.
- b. Process ends, should Council deny the Vacation request. Certified check returned to petitioner(s) on _____.

2) APPROVED:

_____ Certified check of the appraised value received by Clerk's Office with copy of receipt provided to Petitioner(s)

_____ Ordinance is prepared and submitted for legislative approval at next regular meeting of City Council.

_____ Approving ordinance or a summary thereof shall be published in the City's official newspaper. Vacation of right of way is effective five (5) days after date of such publication.

00.00

CHANGE

100.00

_____ Ordinance is recorded with Kitsap County Auditor's Office.

100.00

APPLIED

SHOULD YOU HAVE ANY QUESTIONS, PLEASE CONTACT THE CITY CLERK'S OFFICE AT; 216 PROSPECT STREET, PORT ORCHARD, WA OR BY PHONE (360) 876-4407

Faid Bv Minh Chau Trinh 314-316 Cline

2-Check 100.00

Faid Bv Minh Chau Trinh 314-316 Cline

Minh Chau Trinh 100.00

=====

TKBY : Finance User

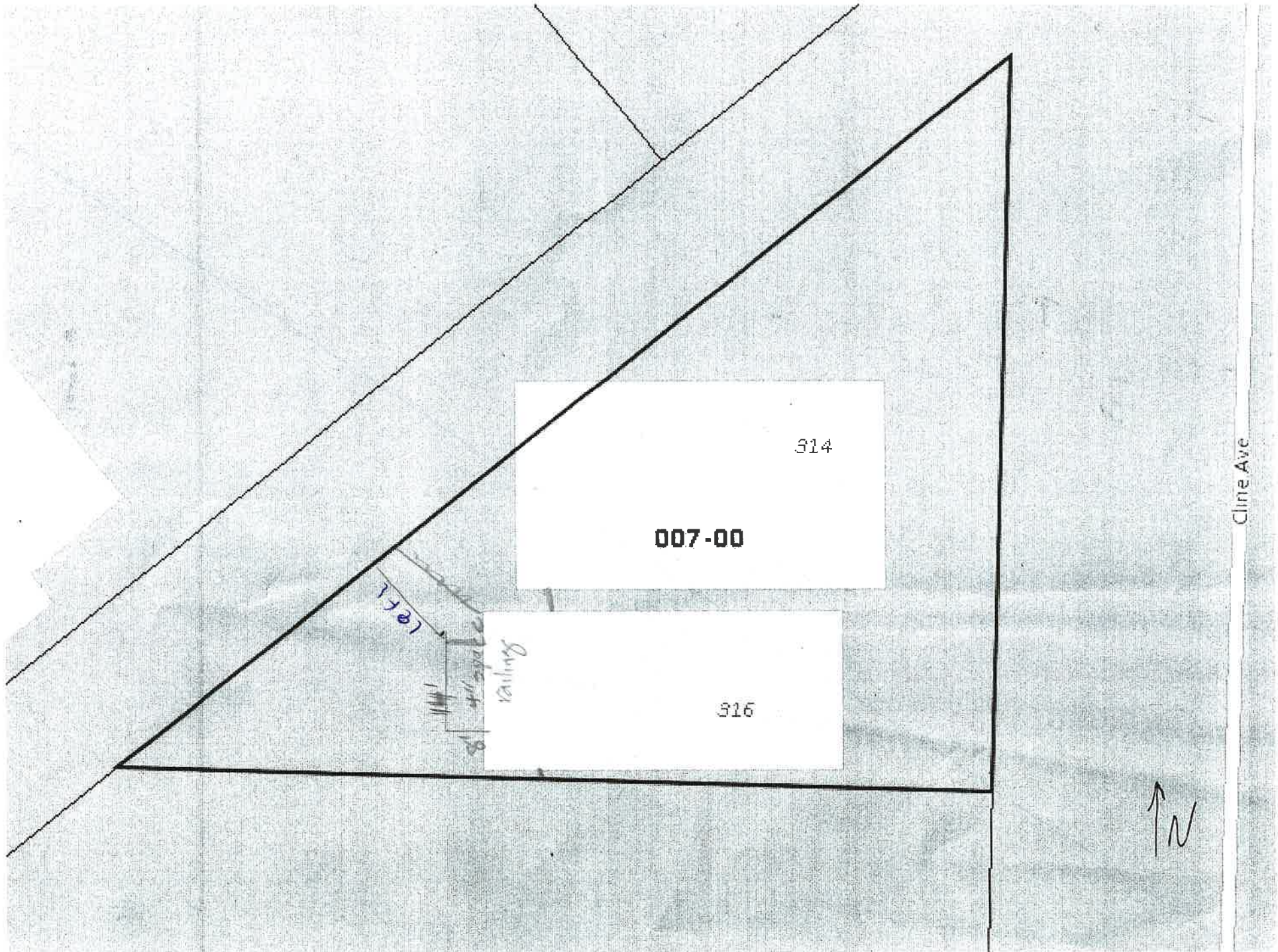
OPER: PS TERM: 1

App

TRAN: STREETVACAPP CityStreet Vacation

REC#: R00007958 7/29/2019 11:15 AM

City of Port Orchard



Cline Ave



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

**STREET VACATION PETITION TO
 NEIGHBORING PROPERTY OWNERS**

Property Owner Name Seeking Vacation: Harold H Vlist & Shirley J. Vlist

Address: 514 Bay St Port Orchard WA 98366
Street City State Zip

Contact Information: 360-876-4428 vlistmotors@earthlink.net
Phone Email

Address of Requested Vacation: Same as above | 316-314 Cline Ave
Street Port Orchard, WA 98366

Parcel Number of Requested Vacation: 4450 003-007-0002

Signatures of petitioners (Note: all persons who have an ownership interest **must sign** the petition. This includes co-owner(s) and/or spouse.

HAROLD H. VLIST
 First and Last Name

[Signature]
 (Signature)

SHIRLEY J. VLIST
 First and Last Name

[Signature]
 (Signature)

514 BAY ST, PORT ORCHARD
 Address

360-876-4428
 Phone

003-00 AND 006-00
 Tax Parcel Number



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

**STREET VACATION PETITION TO
 NEIGHBORING PROPERTY OWNERS**

Property Owner Name Seeking Vacation: Suanne Martin Smith

Address: 322 Cline Ave Port Orchard WA
Street City State Zip

Contact Information: Suanne homemadecreates37@gmail.com
Phone Email

Address of Requested Vacation: same as above
Street

Parcel Number of Requested Vacation: 4650-003-007-0002

Signatures of petitioners (Note: all persons who have an ownership interest **must sign** the petition. This includes co-owner(s) and/or spouse.

Suanne Martin Smith
 First and Last Name
[Signature]
 (Signature)

 First and Last Name

 (Signature)

322 Cline Ave POW 98366 360-981-3321
 Address Phone

4650-003-007-0002

Tax Parcel Number

EXHIBIT "A"

LEGAL DESCRIPTION FOR 16 FOOT WIDE ALLEY VACATION
BLOCK 3, S.M. STEVENS TOWN PLAT OF SIDNEY
AS RECORDED IN VOLUME 1 OF PLATS ON PAGE 1
RECORDS OF KITSAP COUNTY, WASHINGTON

PREPARED FOR: MINH CHAU TRANH

THAT PORTION OF BLOCK 3, S.M. STEVENS TOWN PLAT OF SIDNEY AS RECORDED IN VOLUME 1 OF PLATS ON PAGE 1, RECORDS OF KITSAP COUNTY, WASHINGTON, IN GOVERNMENT LOT 3 IN THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 24 NORTH, RANGE 1 EAST, W.M., DESCRIBED AS FOLLOWS:

COMMENCING AT SOUTHEAST CORNER OF LOT 7 OF SAID BLOCK 3; THENCE NORTH $01^{\circ}41'48''$ EAST ALONG THE EAST LINE OF SAID LOT 7, 75.00 FEET; THENCE NORTH $88^{\circ}18'12''$ WEST, PARALLEL TO THE SOUTH LINE OF SAID LOT 7 103.10 FEET TO THE NORTHWEST LINE OF LOT 8 IN SAID BLOCK 3 AND THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH $88^{\circ}18'12''$ WEST 24.75 FEET TO THE SOUTHEAST LINE OF LOT 4 IN SAID BLOCK 3; THENCE NORTH $51^{\circ}25'49''$ EAST 167.56 FEET TO THE SOUTHEAST CORNER OF LOT 6 IN SAID BLOCK 3; THENCE SOUTH $01^{\circ}41'48''$ WEST 20.97 FEET TO THE NORTHEAST CORNER OF LOT 7 IN SAID BLOCK 3; THENCE SOUTH $51^{\circ}25'49''$ WEST 135.12 FEET TO THE TRUE POINT OF BEGINNING.

SAID PARCEL CONTAINING 2421.4 SQUARE FEET OR 0.06 ACRES, MORE OR LESS.

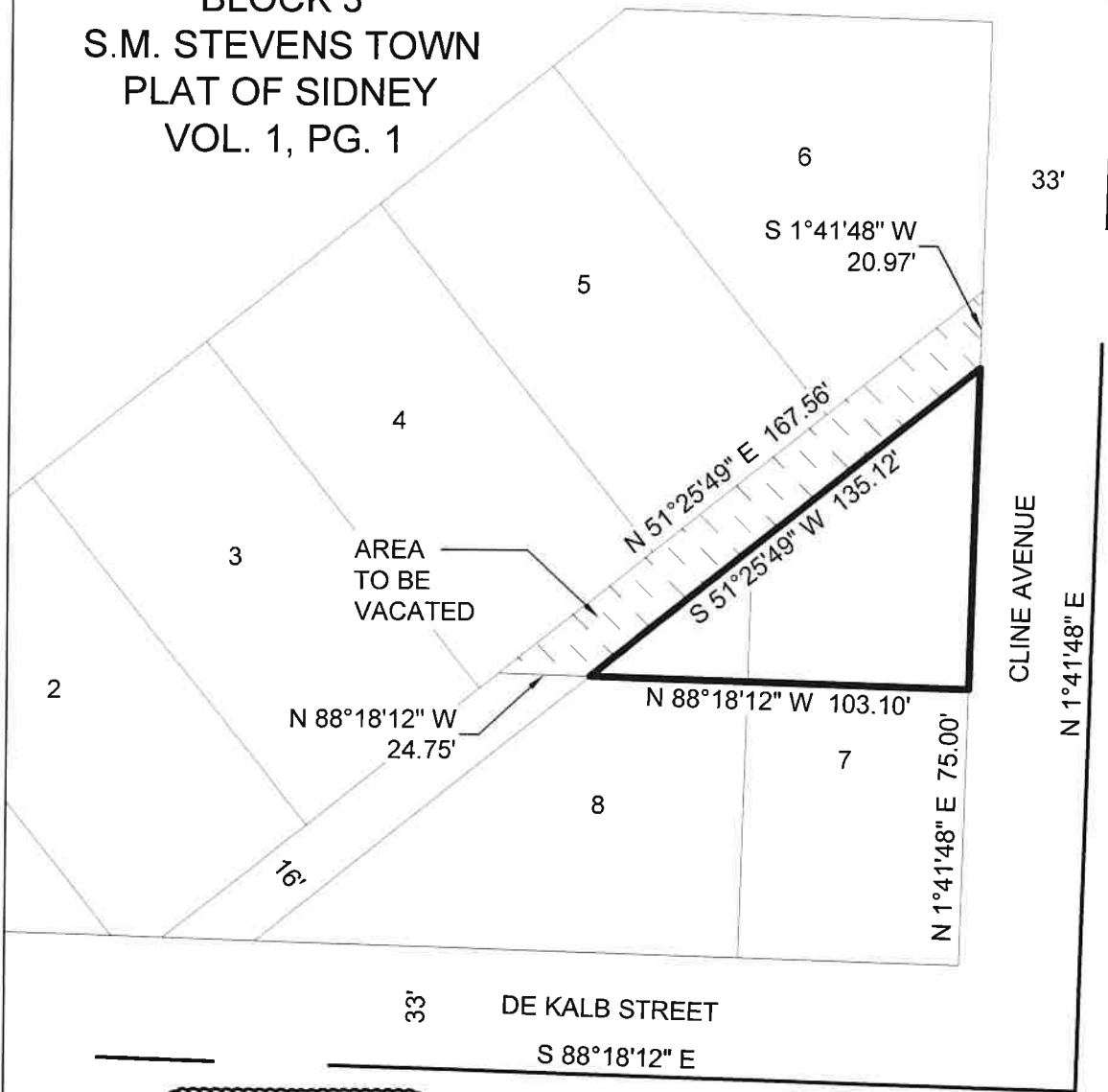


7-19-19



EXHIBIT "B"

BLOCK 3
S.M. STEVENS TOWN
PLAT OF SIDNEY
VOL. 1, PG. 1



7-19-19

WSE
WestSound Engineering, Inc.

217 S.W. Wilkins Drive Port Orchard, Wa. 98366
Phone (360) 876-3770 Fax (360) 876-0439
E-mail: wse@wsengineering.com

JOB No. **2806** SHT **2** OF **2** SHTS



Minh Chau Trinh <mctrealestatellc@gmail.com>

Price option on alley behind 314-316 Cline Ave, Port Orchard, WA 98366

Aaron@cbparkshore.com <Aaron@cbparkshore.com>

Fri, Jul 19, 2019 at 12:21 PM

To: MCT REAL ESTATE LLC <mctrealestatellc@gmail.com>

That alley has no real value, if not attached, but it looks like it was vacated. So the alley would be split between the two adjacent lots (the dealership and the lot with 2 homes).

Without seeing the insides of the homes I would value the whole parcel anywhere from 350k-400k. Could be higher potentially but I feel comfortable in the 350k-400k range.

I could provide a more detailed CMA, if allowed access to the properties.

Are you the owner? I couldn't help but notice your email.com

Aaron Smith
Coldwell Banker Park Shore Real Estate
4235 SE Mile Hill DR
Port Orchard WA 98366
(360) 271-1928
Visit my website!
[Quoted text hidden]

RESOLUTION NO. 035-19

A RESOLUTION OF THE CITY OF PORT ORCHARD, WASHINGTON, FIXING THE DATE OF PUBLIC HEARING ON A PETITION TO VACATE A PORTION OF CITY RIGHT-OF-WAY, AN ALLEY LOCATED BETWEEN CLINE AVENUE AND DEKALB STREET.

WHEREAS, the petitioner, Minh C. Trinh, submitted a petition to vacate a portion of City right-of-way, an alley located between Cline Avenue and Dekalb Street; and

WHEREAS, the petitioners constitute the owners of more than two-thirds (2/3) of the property abutting the area proposed for vacation pursuant to RCW 35.79.010; and

WHEREAS, the property sought to be vacated is approximately 2,421 square feet; and

WHEREAS, the legal description for 16' wide by 167' long alley to be vacated is as follows:

THAT PORTION OF BLOCK 3, S.M. STEVENS TOWN PLAT OF SIDNEY AS RECORDED IN VOLUME 1 OF PLATS ON PAGE 1, RECORDS OF KITSAP COUNTY, WASHINGTON, IN GOVERNMENT LOT 3 IN THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 24 NORTH, RANGE 1 EAST, W.M., DESCRIBED AS FOLLOWS:

COMMENCING AT SOUTHEAST CORNER OF LOT 7 OF SAID BLOCK 3; THENCE NORTH 01°41'48" EAST ALONG THE EAST LINE OF SAID LOT 7, 75.00 FEET; THENCE NORTH 88°18'12" WEST, PARALLEL TO THE SOUTH LINE OF SAID LOT 7 103.10 FEET TO THE NORTHWEST LINE OF LOT 8 IN SAID BLOCK 3 AND THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 88°18'12" WEST 24.75 FEET TO THE SOUTHEAST LINE OF LOT 4 IN SAID BLOCK 3; THENCE NORTH 51°25'49" EAST 167.56 FEET TO THE SOUTHEAST CORNER OF LOT 6 IN SAID BLOCK 3; THENCE SOUTH 01°41'48" WEST 20.97 FEET TO THE NORTHEAST CORNER OF LOT 7 IN SAID BLOCK 3; THENCE SOUTH 51°25'49" WEST 135.12 FEET TO THE TRUE POINT OF BEGINNING.

SAID PARCEL CONTAINING 2421.4 SQUARE FEET OR 0.06 ACRES, MORE OR LESS.

WHEREAS, the petitioner has requested that proceedings be had hereon for the vacation of said portion of the city right-of-way in the manner prescribed by RCW 35.79; and

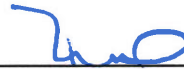
WHEREAS, the street vacation is needed to clean up the encroachment so the owner can make repairs to a deck and staff recommends moving the petition forward to the full City Council to conduct a public hearing; now, therefore,

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

THAT: A Public Hearing upon said proposed street vacation shall be held in the Robert G. Geiger Council Chambers at City Hall located at 216 Prospect Street, Port Orchard, Washington on Tuesday, November 12, 2019 at 6:30 p.m., at which hearing all persons interested in said street vacation are invited to appear.

THAT: The City Clerk is directed to post notice of the petition in three of the most public places in the city and a like notice in a conspicuous place on the street sought to be vacated, pursuant to RCW 35.79.020. The Clerk shall also post the notice on the City's website.

PASSED by the City Council of the City of Port Orchard, SIGNED by the Mayor and attested by the Clerk in authentication of such passage this 8th day of October 2019.



Robert Putaansuu, Mayor

ATTEST:



Brandy Rinearson, MMC, City Clerk



3. The Puget Sound Regional Council (PSRC) has adopted descriptive terms and criteria for the various types and sizes of centers under the Regional Centers Framework adopted March 22, 2018. The terms used for the City's adopted centers have been updated in the Comprehensive Plan's Land Use element to correspond to the PSRC's terminology with designated countywide and local centers. Additionally, staff has proposed revisions to the size of several centers to more closely align with the City's current planning vision and PSRC requirements, as reflected in a revised Centers map. Additional changes to the Land Use Element and Centers subsection of that element have been proposed to make it more consistent with the PSRC Regional Centers Framework and to reflect other actions taken by the City in recent years. Finally, the Centers section of the Land Use Element now includes data showing the current levels of activity units based on a recent analysis by PSRC. As a result of this analysis, the City learned that together the Downtown and County Campus Centers could be combined to seek regional centers status. As such, they are listed as a candidate regional center in the Land Use Element. However, the City is not able to apply for a Regional Center Designation without first preparing a subarea plan for the regional center. A formal decision to apply as a regional center would have to occur at a later date and could allow the city to compete for regional funds.

Relationship to Comprehensive Plan: N/A

Recommendation: Staff recommends that the City Council hold a public hearing on the 2019 Comprehensive Plan amendments.

Fiscal Impact: This proposal is not expected to impact the city's budget.

Alternatives: Do not hold the public hearing.

Attachments: Ordinance, Revised Land Use Element, Revised Appendix B, 2020 TIP Tier 1, 2020 TIP Tier 2, and Revised Centers Map.

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY OF PORT ORCHARD, WASHINGTON, RELATING TO THE COMPREHENSIVE PLAN UNDER THE STATE OF WASHINGTON'S GROWTH MANAGEMENT ACT, CHAPTER 36.70A RCW; ADOPTING AN AMENDMENT TO THE LAND USE ELEMENT OF THE COMPREHENSIVE PLAN; ADOPTING AN AMENDMENT TO THE CITY'S SIX-YEAR TRANSPORTATION IMPROVEMENT PROGRAM; ADOPTING AN AMENDMENT TO APPENDIX B OF THE PORT ORCHARD COMPREHENSIVE PLAN; PROVIDING FOR SEVERABILITY AND PUBLICATION; AND SETTING AN EFFECTIVE DATE.

WHEREAS, with the passage of the Washington State Growth Management Act in 1990 (GMA), Chapter 36.70A RCW, local governments are required to adopt a comprehensive plan that outlines strategies to accommodate the needs of a growing population; and

WHEREAS, in June 1995, the City Council adopted a Comprehensive Plan for the City of Port Orchard and its urban growth area pursuant to the requirements set forth in the GMA; and

WHEREAS, the City of Port Orchard completed its most recent periodic update of its comprehensive plan in June 2016, as required by the GMA; and

WHEREAS, the City may annually adopt amendments to the City's Comprehensive Plan pursuant to RCW 36.70A.470 and 36.70A.106; and

WHEREAS, the City initiated submittals for Comprehensive Plan amendments by the required deadline date of January 31, 2019; and

WHEREAS, the amendment submittal proposes revisions and updates to the City's transportation improvement program (TIP), the Land Use Element of the Comprehensive Plan, and Appendix B of the Comprehensive Plan; and

WHEREAS, on May 9, 2019, notice of the proposed amendments to the City's Comprehensive Plan was sent to the Washington State Department of Community, Trade, and Economic Development at least sixty days before the amendments were adopted, in accordance with RCW 36.70A.106; and

WHEREAS, on May 20, 2019, a SEPA Determination of Non-Significance was issued, and provided to the public, agencies and other interested parties in accordance with the requirements of POMC Chapter 20.04.080, and published in the newspaper and on the City website, and emailed to the Washington Department of Ecology; and

WHEREAS, on May 22, 2019, a Notice of Hearing for a public hearing to be held by the Planning Commission on the proposed 2019 Comprehensive Plan amendments was published in the City's newspaper of record, and the notice was provided to the public, agencies and other interested parties in accordance with the requirements of POMC Chapter 20.04.080; and

WHEREAS, on June 4, 2019, the Planning Commission held a public hearing on the 2019 Comprehensive Plan amendments, and voted unanimously to recommended approval of the amendments to City Council; and

WHEREAS, on October 15, 2019, the City Council held a public work-study meeting to review the 2019 Comprehensive Plan amendments and consider the recommendation of the Planning Commission;

WHEREAS, on November 12, 2019, the City Council held a public hearing to receive public comments on the 2019 Comprehensive Plan amendments; now, therefore,

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

SECTION 1. The City Council hereby adopts the above recitals as findings in support of this Ordinance.

SECTION 2. The City Council finds that the amendments adopted by this Ordinance are consistent with the goals and policies of the City's adopted 2016 Comprehensive Plan, and are consistent with the state Growth Management Act and other applicable law.

SECTION 3. The City Council finds that the amendments adopted by this Ordinance will not, individually or cumulatively, result in adverse effects to the public health, safety or welfare.

SECTION 4. The City Council finds that no adverse impacts to the environment are anticipated to result from the amendments adopted by this Ordinance.

SECTION 5. The City Council finds that the amendments adopted by this Ordinance are consistent with the land uses and growth projects which were the basis of the adopted Comprehensive Plan, are compatible with neighboring land uses and surrounding neighborhoods, and are not anticipated to cause adverse impacts to public services or facilities.

SECTION 6. In accordance with the above described Findings and Conclusions, the City Council hereby amends the Port Orchard Comprehensive Plan by approving and adopting the 2019 amendments to the Port Orchard Comprehensive Plan, as attached hereto.

SECTION 7. If any sentence, section, provision, or clause of this Ordinance or its application to any person, entity or circumstance is for any reason held invalid or

unconstitutional, the remainder of the Ordinance, or the application of the provision to other persons, entities, or circumstances is not affected.

SECTION 8. This Ordinance shall be in full force and effect five (5) days after posting and publication as required by law. A summary of this Ordinance may be published in lieu of the entire Ordinance, as authorized by state law.

PASSED by the City Council of the City of Port Orchard, APPROVED by the Mayor Pro-Tem and attested by the Clerk in authentication of such passage this 26th day of November 2019.

Bek Ashby, Mayor Pro-Tem

ATTEST:

Brandy Rinearson, MMC, City Clerk

APPROVED AS TO FORM:

Sponsored by:

Sharon Cates, City Attorney

Scott Diener, Councilmember

PUBLISHED:

EFFECTIVE DATE:

ATTACHMENT: 2019 Amendments to the Comprehensive Plan – Land Use
Element, Six-Year TIP, Appendix B.

PORT ORCHARD COMPREHENSIVE PLAN - LAND USE ELEMENT

2.7 The Centers Strategy

2.7.1 Introduction

The post-war 1920s have become synonymous with the beginning of a development pattern known as urban sprawl. Sprawl expands development over large amounts of land, resulting in long distances between homes, jobs, and stores. It also significantly increases dependence on the automobile and traffic on neighborhood streets and highways, as driving is required for nearly every activity. This development pattern also draws economic resources away from existing communities and spreads them thinly and inefficiently, far away from a community’s historic core. This increases spending on new roads, new water and sewer lines, and police and fire protection. This ultimately leads to the degradation of the older city, higher taxes, and fewer available resources for already existing communities. In the early 1990s, Washington sought to combat this adverse development style by adopting the GMA. Among other ambitions, the GMA suggested a new development pattern broadly known as Centers.

In 2014, the City designated ten “local centers” in its Comprehensive Plan, in accordance with the criteria provided in the Puget Sound Regional Council’s (PSRC) VISION 2040, which is a regional strategy for accommodating the expected 2040 population of the Puget Sound region. In subsequent years, VISION 2040’s criteria and terminology for centers have been revised, and the City has revised its center terminology and boundaries for consistency. Based on the new criteria, the City now has eight designated “countywide centers” and four designated “local centers”. In addition, the City identifies two countywide centers as a Candidate Regional Center.

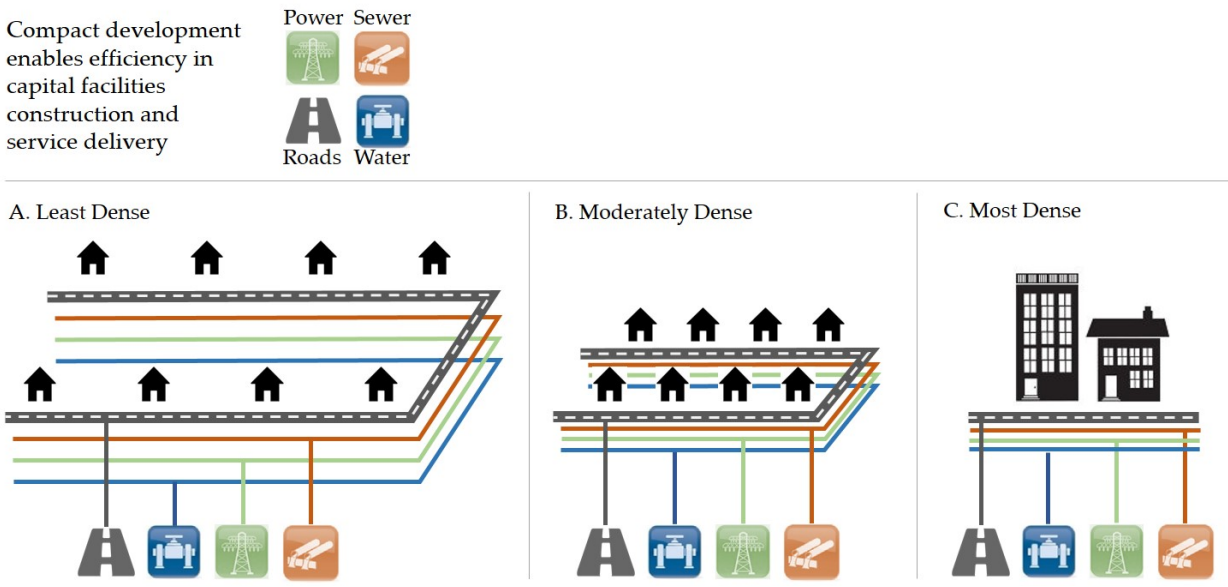


Figure 3 – The advantages of infrastructure and land use concurrency

2.7.2 What are Centers?

Traditional neighborhoods often had smaller business districts that served surrounding residential areas. These districts typically had retail shops, markets, and services that were a short walk from the homes in the area. Additionally, these districts created a unique identity that solidified the neighborhood. With the increased cost of fuel and the economic recession, residents of Port Orchard have expressed a preference for the development of smaller, local retailers and service providers in places that knit people and commerce together on a local level.

Centers are focused areas of development that have key uses which enable the City to deliver services more cost-efficiently and equitably pursue a development pattern that is environmentally and economically sound, and provide a means of influencing growth and change through collaboration with the community in planning for the future of these areas. This strategy helps to accommodate growth in designated areas while preserving the existing character of the community, thereby retaining more open space and the dominant pattern of existing development. Centers accomplish these objectives by:



- Concentrating a thoughtful mix of supporting uses.
- Allowing more intense development while maintaining appropriate scale.
- Offering a wider variety of housing types that meets the needs of the broader community.
- Minimizing the dependence on vehicle trips.

The Centers strategy is a comprehensive and long-term approach to planning for a sustainable future that helps preserve those aspects of the community that residents' value. This approach is intended to maximize the benefit of public investment in infrastructure and services and promote collaboration with private interests and the community to achieve mutual benefits.

Providing opportunities for residents, jobs, stores, services, and open spaces to be located in close proximity can reduce the reliance on cars for shopping and commuting and offer better access to daily wants and needs. Increasing residential and employment densities in key locations makes transit and other public services convenient for more people and therefore makes these services more efficient.

The criteria for the designation Centers are found in the Puget Sound Regional Council (PSRC) Regional Centers Framework Adopted March 22, 2018 and in Vision 2040, which is a regional strategy for accommodating the expected 2040 population of the Puget Sound region. According to VISION 2040, local centers serve important roles as sub-regional hubs and secondary concentrations of development. They provide a dense mix of housing and services, such as stores, medical offices, and libraries. They serve as

focal points where people come together for a variety of activities, including business, shopping, living, and recreation. They often have a civic character with community facilities, such as municipal buildings and other public places. Local centers should be served by regular local transit and regional express transit service and should have a complete network of sidewalks and access to bicycle paths and transit facilities.

The Regional Centers Framework defines five different types of Centers:

1. Regional Growth Centers
2. Manufacturing Industrial Centers
3. Countywide Centers
4. Local Centers
5. Military Installations

Several of the identified center types include subtypes.



Figure 5 – Rendering of a concept for a pedestrian-focused town center.

2.7.3 Designated Centers (Existing and Planned)

The following centers have been designated in the City’s comprehensive plan by center type:

Regional Centers. The City has no designated regional centers at this time, but the Downtown Port Orchard and Kitsap County Campus Countywide Centers should be considered as a future candidate that could be combined as a Regional Urban Growth Center.

Manufacturing Industrial Centers. The City has no designated Manufacturing Industrial Centers currently. The City's only industrial park is too small to be considered either a Manufacturing Industrial Center or a Countywide Center. Port Orchard is served by the nearby Puget Sound Industrial Center – Bremerton.

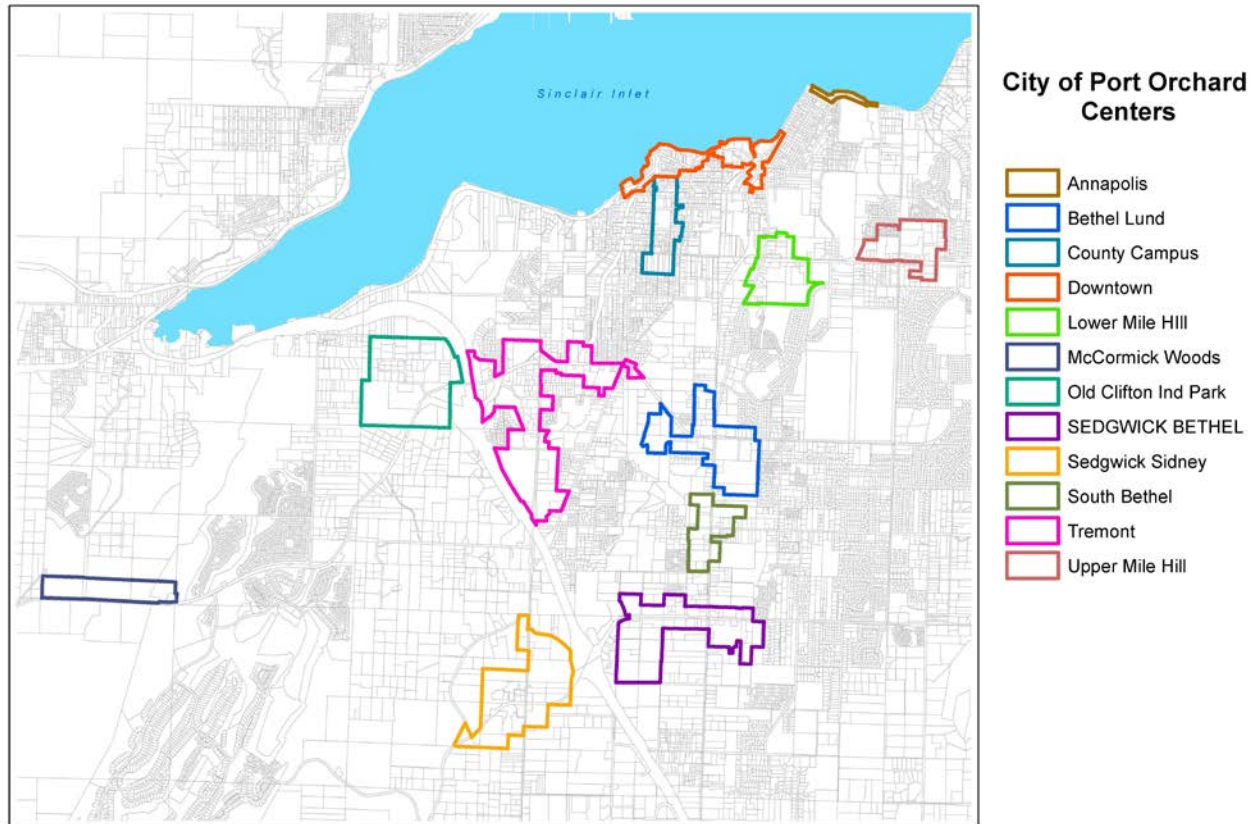
Countywide Centers. The City has 8 designated Countywide Centers. Not all of these Countywide Centers meet the minimum activity units per acre threshold per the PSRC Regional Centers Criteria for Countywide Centers (8 activity units per acre). The City intends that these Countywide Centers which don't presently meet the activity unit threshold set by PSRC will meet that threshold in the future. These centers may temporarily be recognized as candidate countywide centers or local centers until the activity unit threshold is met. The City's designated Countywide Centers are as follows:

1. Downtown Port Orchard
2. Tremont Center
3. County Campus
4. Lower Mile Hill
5. Upper Mile Hill
6. Sedgwick Bethel
7. Bethel Lund
8. Sedgwick Sidney (Ruby Creek Neighborhood)

Local Centers. The City has designated the following local centers:

1. Annapolis
2. Old Clifton Industrial Park
3. McCormick Woods
4. Bethel South Center (Salmonberry)

Military Installations. The City has no military installations within the City Limits.



2.7.4 General Center Goals and Policies

The following are a list of general goals and suggested policies that Centers should seek to fulfill. Although Centers have common elements, it should be acknowledged that each Center is unique and have/will have a different set of priorities. Centers goals should be tailored to the specific Center in question. Generally, Centers should seek to:

- Policy CN-1 Prioritize the City’s residential, commercial and light industrial growth and infrastructure investments within designated Centers, in accordance with VISION 2040 and the Countywide Planning Policies.
- Policy CN-2 Focus future growth in designated, higher intensity areas in an effort to encourage the preservation of open space and maintain surrounding neighborhood character.
- Policy CN-3 Shorten commutes by concentrating housing and employment in strategic locations, which provides residents opportunities to live and work in the same neighborhood.
- Policy CN-4 Provide commercial services that serve the population of the Center, surrounding neighborhoods, the city, and the region (dependent on the suitability of the scale of each Center).
- Policy CN-5 Support pedestrian and transit uses by promoting compact, mixed-use areas with appropriate infrastructure that provide a variety of activities.

- Policy CN-6 Balance objectives for accommodating growth, encouraging compatibility, promoting housing affordability, and offering a wide range of housing types.
- Policy CN-7 Provide access to parks and public pedestrian spaces by creating them within each Center or by creating connections to existing public and open spaces.
- Policy CN-8 During subarea planning for Centers, develop an implementation plan that addresses how the City will meet Center goals through appropriate land use designations, annexation, development of capital facilities and utilities, and related measures.
- Policy CN-9 The City shall direct growth to Centers of all types through focused regulations and directed capital projects.
- Policy CN-10 The City should support employment growth, the increased use of non-automobile transportation options, and the preservation of the character of existing built-up areas by encouraging residential and mixed-use development at increased densities in designated Centers.
- Policy CN-11 The City shall ensure that higher density development in Centers is either within walking or biking distance of jobs, schools, and parks or is well-served by public transit. (Centers Goals 1,2,3,4,5,6; Housing, Parks, Economic Development, Transportation, and Capital Facilities Elements)
- Policy CN-12 The City shall create and designate zoning that allows a mix of uses to accommodate concentrations of employment and housing. (Centers Goals 2,3,4; Economic Development and Housing Elements)
- Policy CN-13 The City shall encourage a broad range of housing types and commercial uses within designated Centers, through zoning and development regulations that serve a local, citywide, or regional market. (Centers Goals 3,5; Housing and Economic Development Elements)
- Policy CN-14 The City shall encourage the creation of public open space, private open space, and parks within and serving designated centers.

2.7.5 Specific Center Descriptions and Policies

2.7.5.1 Downtown Port Orchard (Countywide Center)

Port Orchard’s downtown is the cultural, civic, and recreational hub of the community. The downtown currently contains a mix of land uses, including Port Orchard’s City Hall and public library, numerous retail and service businesses, a marina and ferry dock, public parking, and a waterfront park and trail. With access from the water and from state highways 3 and 16, it remains the City’s primary center for community events and activities. The City continues to work toward a balance of historic preservation,

environmental restoration, and economic improvement for the downtown center. Downtown Port Orchard coupled with the County Campus may be a future candidate as a regional center. As of 2018, the Downtown Port Orchard Center measured 70 acres containing 197 residents and 787 jobs. This equates to 14 activity units per acre under the PSRC Regional Centers Framework.



Goal 10. Update the existing Downtown Development Regulations to better define design guidelines, the design review process, and to encourage a balance between historic preservation and redevelopment in accordance with the following purposes:

1. Implement the land use goals and policies set forth in the Comprehensive Plan.
2. Provide for the development of an integrated mixed-use downtown district that contains office, service, retail, residential and recreational uses within close proximity to one another.
3. Encourage imaginative site and building design and development while maintaining view corridors and a small-town feel.
4. Identify potential significant environmental impacts and utilize mitigation sequencing in project review with emphasis on avoidance and minimization of impacts.
5. Promote sustainable and low-impact development.
6. Encourage restoration and enhancement of degraded shorelines and critical areas in the downtown area as part of new development and redevelopment.
7. Encourage environmentally sustainable development.

8. Promote economic development and job creation in the City.
9. Encourage energy conservation in building design and layout.
10. Promote an integrated system of pedestrian-friendly walkways and parking areas.
11. Enhance the City's waterfront character while maintaining the maritime presence.
12. Encourage the development of buildings with ground floor retail with office uses and residential uses above.
13. Promote a walkable community by encouraging the development of public open spaces, waterfront access, and pedestrian-friendly walkways.
14. Locate and combine parking areas in order to minimize the number of points of access to and from Bay Street.
15. Encourage architectural and site designs that serve as gathering places in wet and dry conditions.
16. Promote greater public transportation availability within Port Orchard and across Sinclair Inlet to improve access to/from the Downtown.

Goal 11. Provide zoning that is consistent with Port Orchard's existing built environment, topography, and lot sizes that allow for financially viable, high quality development.

Policy CN-17 Allow bulk standards (height, setbacks, building size, parking requirements, etc.) and building types to determine residential density.

Goal 12. Retain existing maritime industries.

Policy CN-18 Encourage incentives for maritime industries to remain and expand development to serve the Puget Sound boating industry.

Goal 13. Encourage mixed use development within the Downtown and Gateways.

Policy CN-19 Encourage residential use above commercial and retail ground floor developments.

Goal 14. Encourage facilities that will draw local residents and tourists to Downtown and the Gateways.

Policy CN-20 Facilitate the planning and construction of waterfront parks or gathering places.

Policy CN-21 Consider developing a parking garage for use by downtown residents, visitors, and employees.

Policy CN-22 Support the continuation of the Bay Street Pedestrian Pathway along the waterfront in centers abutting Sinclair inlet.

Policy CN-23 Create an aesthetically pleasing entryway to the City with the use of high-quality signs, artwork, and landscaping.

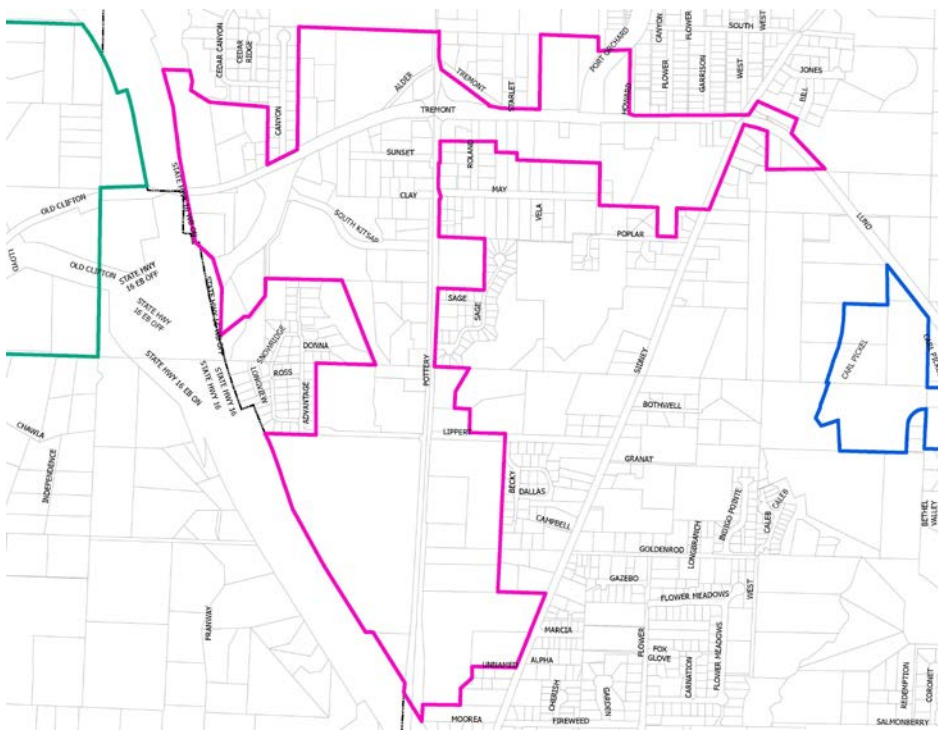
Goal 15. Plan for protection of existing buildings and other structures within the downtown area that are vulnerable to flooding from existing high tide events and from future sea level rise.

Policy CN-24 Continue to implement City code requirements for flood damage prevention, in accordance with the recommendations of the Federal Emergency Management Agency, by identifying special flood hazard areas and restricting new development and redevelopment in those areas.

Policy CN-25 Identify buildings and structures that are currently affected by high tide events and that are most vulnerable to future sea level rise, and develop potential actions to prevent worsening of flooding problems.

2.7.5.2 Tremont (Countywide Center)

1. Purpose. The purpose of the Tremont sub-area plan is to ensure that future development in the Tremont Corridor is guided by specific guidelines and land use regulations that have been generated by community wide involvement. This Comprehensive Plan and Tremont Corridor District plan incorporates existing comprehensive or other documents related to properties within the Tremont Corridor Sub Area. This plan will establish certain important Visions, Goals, and Policies as well as standards and guidelines within the Tremont Corridor sub-area.



2. Vision. The Tremont Corridor is one of three primary entry points into the City of Port Orchard from Highway 16. Presently the area is a mix of single-family residences, commercial, health care facilities and multi-family residences. The expanded Harrison Hospital Urgent Care Campus and Kaiser Permanente facilities are the anchors for businesses along the corridor, particularly from Pottery Avenue west to Highway 16 forming the basis for a Hospital Benefit District. The Tremont Corridor is a through-way for travelers and residents wanting to access shops and services in the core of the city and businesses and homes in outlying areas. The Tremont Corridor also announces to residents and visitors alike that the city has economic vitality and provides services and opportunities to its citizens and residents in the south Kitsap area.

Tremont Corridor residents and Port Orchard citizens have determined that they would like to see the corridor developed in way that encourage professional businesses that support the health care facilities already in place and businesses that allow the continuing free flow of traffic from Highway 16 into the downtown areas. Focus should be placed upon pedestrian connections within the district as well as providing a regional connection to the South Kitsap areas served by the hospitals and emergency service providers within the district.

Tremont Avenue will be improved and widened with sidewalks, street trees and a landscaped island that will create a boulevard style of roadway. The Tremont corridor is promoted to include design standards that will necessitate new development to provide a consistent, attractive landscape edge while maintaining a human scale to new and redevelopment projects. A system of trails that are pedestrian and bike friendly connecting the Tremont Corridor to the Port Orchard marine walkway with trails through natural areas are key to the success of the Tremont district.

The Tremont district is envisioned with some multi-family residences to accommodate the combination of residential and employment land uses within walking distances of the major health care facilities. Some cafes and neighborhood services are also envisioned to support those living, working or visiting the health care facilities. Regulations and design guidelines should help to ensure that parking is provided in a manner that is beneficial to the neighborhood and enhances the flow of transportation through the district. In addition, Tremont Corridor stakeholders envision monument signage that are tastefully designed and constructed of natural materials.

The corridor from Pottery Avenue east to Sidney Road consists primarily of single-family residences and small clinics. Single family uses are encouraged as a desired mix of services and residential uses within this district.

3. Housing and Employment. As of 2018, the Tremont Countywide Center measured 215 acres containing 1,092 residents and 702 jobs. This equates to 8 activity units per acre under the PSRC regional centers framework.

4. Tremont Center Goals

Goal 16. Encourage development within the area that supports the major hospital and medical installations (Harrison Hospital and Kaiser

Permanente) and assists the emergency response agencies in the corridor (South Kitsap Fire District).

- Policy CN-26 Encourage regulations that enhance existing businesses while providing incentives that promote economic growth in the corridor while maintaining sensitivity to residents in the area.
- Policy CN-27 Encourage professional and office uses that support the medical industry and create pedestrian oriented health care focus.
- Policy CN-28 Promote the creation of a hospital benefit district that will create opportunities for additional community and economic development funding.

Goal 17. Encourage residential units in walking distance to employment, services, and health care facilities.

- Policy CN-29 Require sidewalks or interconnected pedestrian paths or a system of trails for non-motorized transportation with all new development.

Goal 18. Encourage development of an efficient multimodal transportation system and develop a funding strategy and financing plan to meet its needs.

- Policy CN-30 Encourage all new developments to limit direct access to Tremont Street.
- Policy CN-31 All future City paving projects on streets within the Tremont Corridor should include continuous 6-foot paved walkways for pedestrian use.
- Policy CN-32 Developments abutting public rights-of-way within the Tremont Corridor should include sidewalks and bicycle lanes
- Policy CN-33 The City shall help to facilitate the development of trail systems that connect the Tremont Corridor with transportation facilities in the surrounding areas.
- Policy CN-34 Encourage the expansion of Kitsap Transit’s service to increase trip frequency within the Tremont Corridor.

2.7.5.3 County Campus (Countywide Center)

The City of Port Orchard has benefited from being the Kitsap County seat, as well as Kitsap County long serving as the City’s largest employer. Kitsap County has proposed several phased development scenarios to provide options for the expansion of County facilities within the City of Port Orchard over the next 40

years. The District included land use and regulation proposals derived from the Kitsap County Campus Master Plan created in 2003, which was designed to accomplish the expansion of community facilities and allow uses that would serve to buffer the residential areas from the Campus.



Figure 6 – Kitsap County Campus Master Plan 2003, courtesy of Kitsap County.



Vision. The vision of the County Campus Center is to encourage the aesthetic development of the Kitsap County Government buildings in a campus-like setting. The Government / Civic Center District, (GCCD), has been delineated to be bounded by Dwight Street, Cline Avenue, Kendall Street, and Sidney Avenue. The purpose of the design standards and review criteria is to ensure that site development and structures in the Government / Civic Center overlay districts meet the intent of the City for high quality construction in a campus-like setting. The proposed standards address an array of design elements related to pedestrian safety, along with design standards to promote compatibility with surrounding residential uses such as setbacks, landscaping, architectural elements and screening.

Housing and Employment. As of 2018, the County Campus Countywide Center measured 41 acres containing 441 residents and 771 jobs. This equates to 29 activity units per acre under the PSRC regional centers framework.

Goal 19. Encourage campus-like development in an orderly and aesthetic manner supporting the needs of the Kitsap County Government Uses.

- Policy CN-35 Encourage development of community oriented uses and services that support the mission of the County Seat.
- Policy CN-36 Support limited business and professional uses that serve the governmental offices and provide services to the employees and citizens.
- Policy CN-37 Encourage the development of a pedestrian plaza within the campus as a gathering spot and center for meetings, rallies, and public organization efforts.
- Policy CN-38 Support residential use within the overlay district and ensure new development is sensitive to those uses.
- Policy CN-39 Create design review criteria for government development within the overlay district and require review by a design review board for all new government structures.
- Policy CN-40 Encourage use of landscaping to mitigate impacts of noise, lighting, odor, and aesthetics on surrounding residential neighbors, through the use of such measures as evergreen plant screens, sound barriers, fences, mounding, berming, etc.
- Policy CN-41 Encourage Green Building Standards and low impact development for all governmental development within the overlay district. Structures designed LEED Silver standard for all new government development is strongly supported.
- Policy CN-42 Require pedestrian friendly development that encourages non-motorized mobility throughout the overlay district with connections to adjacent points of interest or centers of activity.

2.7.5.4 Lower Mile Hill Countywide Center

The Lower Mile Hill Countywide Center consists of the lower sections of the Mile Hill Road commercial corridor and adjacent multi family development. The area is served by Kitsap Transit. The City should work to develop a sub area plan for this area prior to the next periodic comprehensive plan update. As of 2018, the Lower Mile Hill Countywide Center measured 70 acres containing 174 residents and 288 jobs. This equates to 7 activity units per acre under the PSRC regional centers framework.



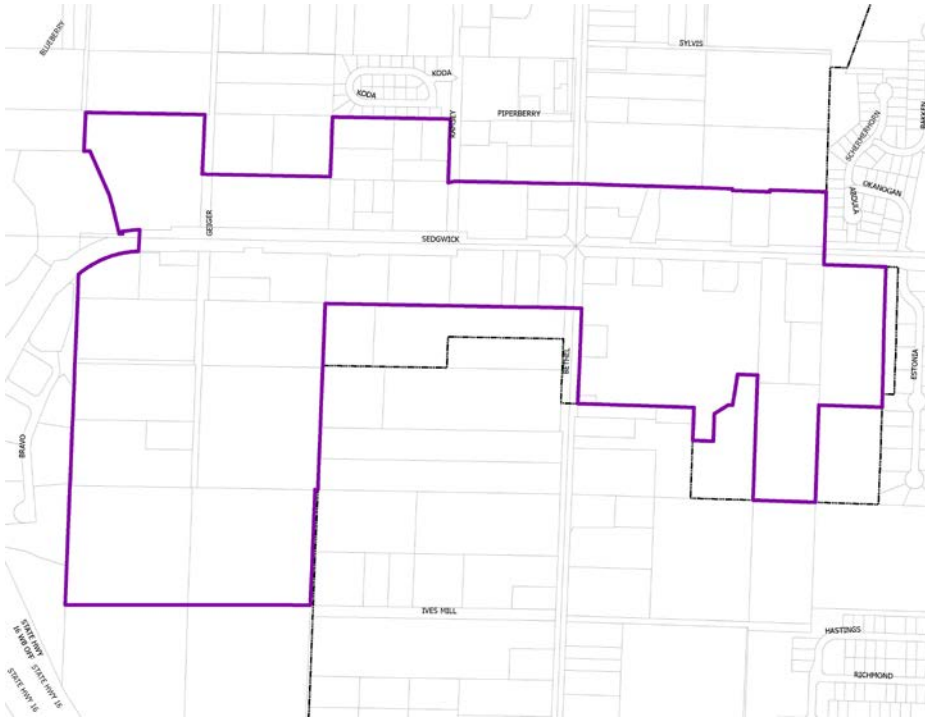
2.7.5.5 Upper Mile Hill Countywide Center

The Upper Mile Hill Countywide Center consists of the upper sections of the Mile Hill Road commercial corridor and contains a mix of multi family and single family development. The area is served by Kitsap Transit. The City should work to develop a sub area plan for this area prior to the next periodic comprehensive plan update. As of 2018, the Upper Mile Hill Countywide Center measured 65 acres containing 287 residents and 373 jobs. This equates to 10 activity units per acre under the PSRC regional centers framework.



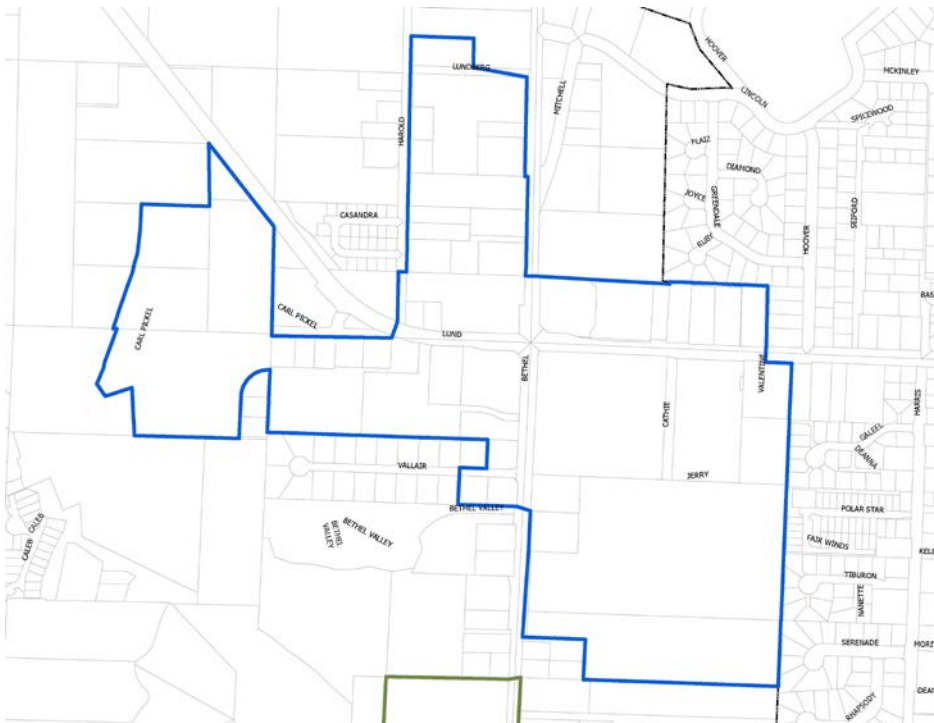
2.7.5.6 Sedgwick/Bethel Countywide Center

The Sedgwick/Bethel Countywide Center consist of the Sedgwick Rd corridor from Geiger to the West to the city boundary to the East including the Bethel and Sedgwick intersection. In addition to commercial development and commercially zoned vacant land, this area includes a future park site and land zoned for multifamily development. The area is served by Kitsap Transit. The City should work to develop a sub area plan for this area prior to the next periodic comprehensive plan update. As of 2018, the Sedgwick/Bethel Countywide Center measured 141 acres containing 58 residents and 505 jobs. This equates to 4 activity units per acre under the PSRC regional centers framework.



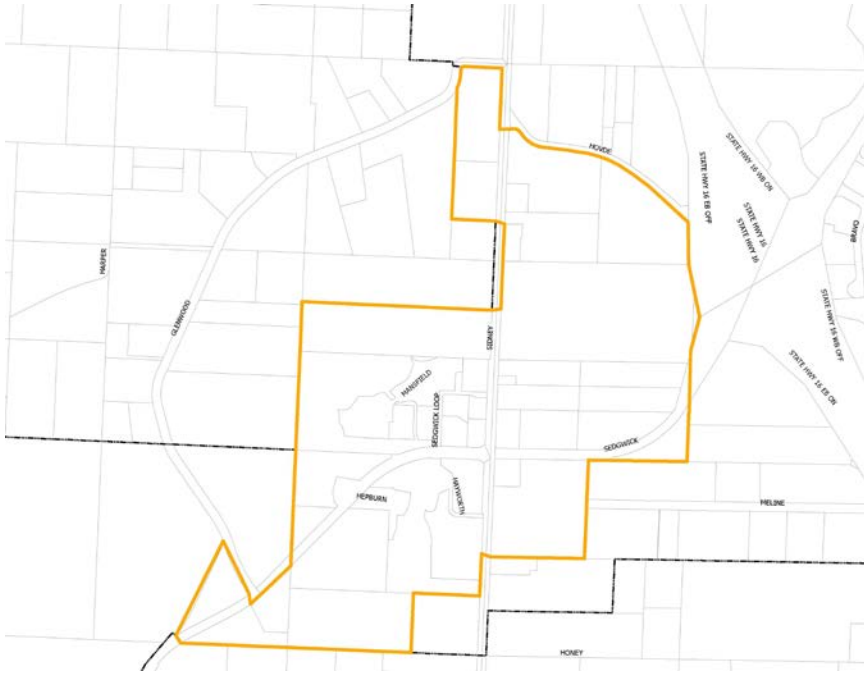
2.7.5.7 Bethel Lund Countywide Center

The Bethel/Lund Countywide Center consists of the Bethel commercial corridor near the intersection of Lund Avenue including nearby residential areas. The area is served by Kitsap Transit. The City should work to develop a sub area plan for this area prior to the next periodic comprehensive plan update. As of 2018, the Bethel/Lund Countywide Center measured 114 acres containing 267 residents and 1,195 jobs. This equates to 13 activity units per acre under the PSRC regional centers framework.



2.7.5.8 Sedgwick/Sidney (Ruby Creek Neighborhood) Countywide Center

The Sedgwick/Sidney Countywide Center is a rapidly developing area of the city at the intersection of Sidney Road SW and Sedgwick Ave that has seen more than 220 units of multifamily housing develop since 2010 along with significant new commercial development. The area is served by Kitsap Transit. The City should work to develop a sub area plan for this area prior to the next periodic comprehensive plan update. As of 2018, the Sidney/Sedgwick Countywide Center measured 148 acres containing 450 residents and 252 jobs. This equates to 5 activity units per acre under the PSRC regional centers framework.



2.7.5.9 Old Clifton Industrial Park Local Center

The Old Clifton Industrial Employment Local Center is located at the site of reclaimed sand and gravel mine. Its close proximity to transportation facilities and its isolation as a result of past mining activities make it an ideal site for industrial and employment uses. The site is served by Kitsap Transit and is located along Old Clifton Road near SR-16. The City should work to develop a sub area plan for this area prior to the next periodic comprehensive plan update.



2.7.5.10 McCormick Woods Local Center

The McCormick Woods/Old Clifton Mixed Use Center includes a portion of the McCormick Woods master planned community, the recently developed city park McCormick Village Park, the site a future South Kitsap High School (an additional high school), recreational facilities including trails and a golf course, and areas zoned for multifamily and commercial development. The area is not presently served by Kitsap Transit. The City should work to develop a sub area plan for this area prior to the next periodic comprehensive plan update.



2.7.5.11 Annapolis Local Center

The Annapolis Local Center is located on the Sinclair Inlet shoreline east of the city’s Downtown Countywide Center. This center includes Mitchell Point and the Annapolis Pier, from which Kitsap Transit operates a foot ferry service to Bremerton during the work week. Commuter parking is located east of the pier. The area also includes a number of historic buildings, commercial services, and residences, as well as a public dock and kayak launch point. The Bay Street Pedestrian Pathway will end at the foot ferry facility.



2.7.5.12 Bethel South (Salmonberry) Local Center

The Bethel South Local Center consists of the underdeveloped intersection of Salmonberry and Bethel and the nearby residential areas. The area is served by Kitsap Transit. The City should work to develop a sub area plan for this area prior to the next periodic comprehensive plan update.



2.7.6 Road Map to Implementation

Further planning for each identified local center is required in order to implement the City's vision for the overall centers strategy. The city is committed to undertaking a sub area planning process for each center, to better identify center boundaries, develop a vision, goals, and policies for each center. This planning process will also provide recommendations for amending the development regulations, zoning designations, design guidelines and capital facility plans to reflect and implement the sub area plans. Sub-area plans for the centers will be adopted into the City's comprehensive plan.

PLAN OR DOCUMENT
South Kitsap School District 2014-2019 Capital Facilities Plan
West Sound Utility District / Joint Wastewater Treatment Facility 2009 Capital Facilities Plan
West Sound Utility District 2007 Sewer Plan
West Sound Utility District 2013 Water Plan
Kitsap County 2003 South Kitsap UGA/ULID#6 Sub-Area Plan & EIS
Kitsap County 2012 Port Orchard/South Kitsap Sub-Area Plan
2016 Kitsap County Comprehensive Plan 10-Year Update
City of Port Orchard 1987 Blackjack Creek Comprehensive Management Plan
City of Port Orchard 1994 Ross Creek Comprehensive Management Plan
City of Port Orchard 2005 Economic Development Plan
City of Port Orchard 2010 McCormick Village Park Plan
City of Port Orchard 2012 Shoreline Master Program
City of Port Orchard 2013 Public Art Program
City of Port Orchard 2014 – 2020 Capital Facilities Plan
City of Port Orchard 2015 Water System Plan
City of Port Orchard 2015 Comprehensive Sanitary Sewer Plan Update
City of Port Orchard 2016 Transportation Plan Update
City of Port Orchard 2016 Comprehensive Parks Plan
City of Port Orchard 2016 Transportation Impact Fee Project List
City of Port Orchard 2020-2025/2026-2039 – 6 Year/20 Year Transportation Improvement Plan
City of Port Orchard Bethel/Sedgwick Corridor Right-of-Way Acquisition Plan <u>and Appendices A-F</u>

This Page Intentionally Left Blank

**City of Port Orchard Six-Year Transportation Improvement Program
For 2020-2025 TIER 1 (Reasonably Constrained)**

Priority Number	Project Title/Project Description	Road Name Begin Termini End Termini	Total Project Length	Total Est. Cost	Spent Prior to 2019	2019	Future Expenditures	2020	2021	2022	2023	2024	2025	Phase Start Year	Funding Status	Phase	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds
Capital Projects																					
1.1	Tremont St Widen./SR16 - Port Orchard Blvd. CN Phase	Tremont Street: SR16 to Port Orchard Blvd.	0.67	9,300,000	7,000,000	2,300,000	0	0	0	0	0	0	0	2017	S	CN	STP(U)	2,980,000	TIB,LP	10,000,000	6,300,000
	Widen Tremont from two travel lanes to four travel lanes with; median, sidewalks, bike lanes, street lighting, Schedule 74 Undergrounding, (2) roundabouts and stormwater improvements.			10,000,000	7,000,000	3,000,000	0	0	0	0	0	0	0	2017	P	CN					
1.2	Bay Street Ped. Pathway ROW Phase	PO Shoreline: Sidney Ave. Foot Ferry to Annapolis Foot Ferry	1.2	2,220,000	1,140,000	0	1,080,000	540,000	540,000	0	0	0	0	2013	S	ROW	STP(U)	1,923,590		0	300,212
	Add 14-ft Multi-Modal (bikes & pedestrians) waterfront pathway & cantilevered retaining wall following historic Mosquito Fleet trail and pedestrian bridge across Black Jack Creek.			575,000	75,000	500,000	250,000	250,000	0	0	0	0	0	2018	P	ROW				0	581,000
1.3	Bethel/Sedgwick Corridor Phase 1 - Design	Bethel Road: Salmonberry to Blueberry. Ramsey Road: Salmonberry to Sedgwick	0.75	800,000	0	0	800,000	0	400,000	400,000	0	0	0	2021	P	PE		0		0	800,000
	Design of the first phase of the street improvements on Bethel Road per the Bethel/Sedgwick Corridor Plan (2018). Includes improvements to Ramsey Road for detour.																				
1.4	Anderson Hill/Old Clifton Rd Intersection Improvements	Old Clifton Road / Anderson Hill Intersection	0	200,000	200,000	0	0	0	0	0	0	0	0	2016	S	PE		0		0	200,000
	Intersection Improvements (roundabout) as identified in the McCormick Urban Village Trans Plan and partially funded by Bayside Mit Funds.			2,150,000	0	0	2,150,000	0	1,075,000	1,075,000	0	0	0	2020	P	CN		0	TIB	1,625,000	525,000
1.5A	Old Clifton Rd Design - 60%	Old Clifton Road: Feigley to McCormick Woods Drive	0.75	250,000	0	0	250,000	0	125,000	125,000	0	0	0	2021	P	PE		0		0	250,000
	Roadway Improvements identified in the McCormick Urban Village Trans Plan. Design to 60% level.																				
1.5B	Old Clifton Rd Design - Feigley Intersection - 60%	Old Clifton Road / Feigley Intersection	0	200,000	0	0	200,000	0	200,000	0	0	0	0	2021	P	PE		0		0	200,000
	Intersection Improvements (roundabout) identified in the McCormick Urban Village Trans Plan. Design to 60% level.																				
1.5C	Old Clifton Rd - Campus Parkway Intersection - 60%	Old Clifton Road / Campus Parkway Intersection	0	200,000	0	0	200,000	0	200,000	0	0	0	0	2021	P	PE		0		0	200,000
	Intersection Improvements (roundabout) identified in the McCormick Urban Village Trans Plan. Design to 60% level.																				
1.6	Bay Street Pedestrian Pathway Construction		1.2	650,000	530,000	120,000	0	0	0	0	0	0	0	2018	S	CN		0	0	530,000	120,000
	The CN phase for the 14-ft Multi-Modal (bike & ped) waterfront pathway/cantilevered retaining wall following the historic Mosquito Fleet trail. Includes the demolition/removal of (5) overwater structures. Includes Seg #3 Ad Ready Doc Prep.			3,000,000	0	0	3,000,000	0	1,500,000	1,500,000	0	0	0	2021	S	CN		0	Other	3,000,000	0
1.7	Vallair Ct Connector	Bethel Road / Walmart Drive Intersection	0.25	1,000,000	0	0	1,000,000	0	0	1,000,000	0	0	0	2022	P	PE & ROW		0		0	1,000,000
	Road extension and intersection improvements previously included in the Bethel Road Corridor ROW & Construction project.			1,000,000	0	0	1,000,000	0	0	0	1,000,000	0	0	2023	P	CN		0		0	1,000,000
1.8	Bay Street Pedestrian Pathway West	Port Orchard Blvd and Bay St: Tremont to Foot Ferry	1.5	566,474	0	0	566,474	0	0	566,474	0	0	0	2022	P	PL		490,000		0	76,474
	Situational study																				
Total Capital Projects				32,111,474	15,870,000	5,495,000	10,746,474	790,000	4,290,000	4,666,474	1,000,000	0	0					5,393,590		15,155,000	11,552,686
Maintenance Projects																					
1.10	Annual Pavement Maintenance			510,000	0	0	510,000	110,000	100,000	100,000	100,000	100,000	0	2020	S	CN					510,000
	Includes patching, crack-sealing, striping, and other activities																				
1.11 *	Annual Sidewalk & ADA Upgrade Program			810,000	0	0	810,000	90,000	180,000	180,000	180,000	180,000	0	2020	S	CN					810,000
	Repair and replace concrete sidewalks and curb ramps as identified in the program																				
1.12 **	Annual Pavement Management System Paving Projects			2,180,000	0	0	2,180,000	180,000	500,000	500,000	500,000	500,000	0	2020	S	CN					2,180,000
	Pavement replacement projects as identified in the pavement management system program																				
1.13	Tremont Overlay	Tremont St: Port Orchard Blvd to Lund bridge	0.5	500,000	0	0	500,000	0	500,000	0	0	0	0	2021	P	PE,CN					500,000
	Pavement resurfacing to complete the surfacing of Tremont from SR-16 to the eastern city limits																				
Total Maintenance Projects				4,000,000	0	0	4,000,000	380,000	1,280,000	780,000	780,000	780,000	0					0		0	4,000,000

* Per 2016 ADA transition plan: \$180,000 annually over 20 years to comply on arterial streets.

** Per 2016 Pavement Management Analysis Report: \$1.45 million annually to maintain network condition (PCI of 70), \$500k to keep network PCI above 65 after 5 years.

**City of Port Orchard Transportation Improvement Program (TIP)
For 2026-2039 TIER 2 (Unconstrained)**

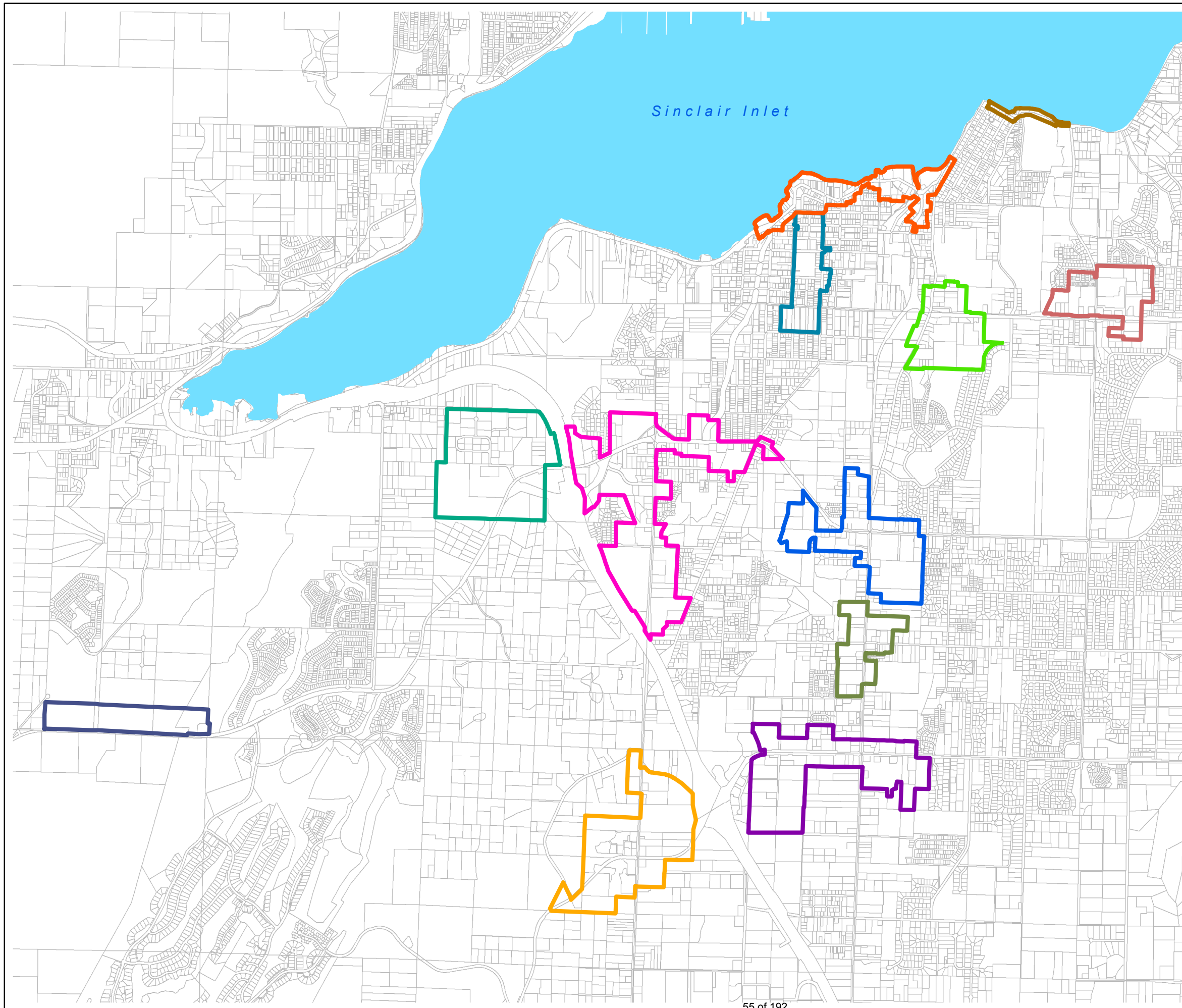
Priority Number	Project Title/Project Description	Road Name Begin Termini End Termini	Total Project Length	Total Est. Cost	2026-2031	2032-2039	Phase Start Year	Funding Status	Phase	Federal Fund Code	Federal Funds	State Fund Code	Federal Funds	State Funds	Local Funds
Capital Projects															
2.01	Sidney Avenue (North of SR 16 Overpass) The design, permitting, right-of-way acquisition and construction for this project with bike lanes, storm drainage and sidewalks. (COMPLETE STREET)	Tremont Street to	1	3,750,000	3,750,000	0	2026	P	PE/RW	STP(U)	0		0	0	3,750,000
		Fireweed		6,750,000	6,750,000	0	2028	P	CN	STP(U)	0		0	0	0
2.02	Sedgwick Road West - Design, Permitting & ROW The design, permitting and right-of-way acquisition phase for this widening project with 3 lanes (continuous TWTL), bike lanes, sidewalks and box culvert across Blackjack Creek.)	SR 16 Interchange to	0.4	462,428	462,428	0	2026	P	PE	STP(U)	400,000		0	0	62,428
		Sidney Avenue		693,642	693,642	0	2028	P	RW	STP(U)	600,000		0	0	0
2.03	Sedgwick Road West - Construction The construction phase for this widening project with 3 lanes (continuous TWTL), bike lanes, sidewalks and box culvert across Blackjack Creek.)	SR 16 Interchange to Sidney Avenue	0.4	3,468,208	3,468,208	0	2028	P	CN	STP(U)	3,000,000		0	0	468,208
2.04A	Bethel/Sedgwick Corridor Phase 1 - and Construction ROW acquisition and construction of the first phase of the street improvements per the Bethel/Sedgwick Corridor Plan (2018). Includes improvements to Ramsey Road for detour.	ROW Bethel Road: Salmonberry to													
		Blueberry. Ramsey	0.75	2,056,000	2,056,000	0	2026	P	RW		0		0	0	2,056,000
		Road: Salmonberry to Sedgwick		9,124,000	9,124,000	0	2027	P	CN		0		9,124,000	0	0
2.04B	Bethel/Sedgwick Corridor Phase 2 - Design, ROW and Construction Design, ROW acquisition and construction of the second phase of the street improvements per the Bethel/Sedgwick Corridor Plan (2018).	Sedgwick Road: SR-16 interchange to Bethel		1,110,000	1,110,000	0	2027	P	PE		0		0	0	1,110,000
			0.7	2,802,000	2,802,000	0	2028	P	RW		0		0	0	2,802,000
				12,757,000	12,757,000	0	2029	P	CN		0		12,757,000	0	0
2.04C	Bethel/Sedgwick Corridor Phase 3 - Design, ROW and Construction Design, ROW acquisition and construction of the third phase of the street improvements per the Bethel/Sedgwick Corridor Plan (2018).	Bethel Road: Blueberry to Sedgwick		422,000	422,000	0	2028	P	PE		0		0	0	422,000
			0.25	541,000	541,000	0	2029	P	RW		0		0	0	541,000
				4,859,000	4,859,000	0	2030	P	CN		0		4,859,000	0	0
2.04D	Bethel/Sedgwick Corridor Phase 4 - Design, ROW and Construction Design, ROW acquisition and construction of the fourth phase of the street improvements per the Bethel/Sedgwick Corridor Plan (2018).	Bethel Road: Lund to Salmonberry		616,000	0	616,000	2032	P	PE		0		0	0	616,000
			0.5	1,041,000	0	1,041,000	2033	P	RW		0		0	0	1,041,000
				7,087,000	0	7,087,000	2034	P	CN		0		7,087,000	0	0
2.04E	Bethel/Sedgwick Corridor Phase 5 - Design, ROW and Construction Design, ROW acquisition and construction of the fifth phase of the street improvements per the Bethel/Sedgwick Corridor Plan (2018).	Bethel Road: Mile Hill Drive to Lund		720,000	0	720,000	2035	P	PE		0		0	0	720,000
			1.1	1,532,000	0	1,532,000	2036	P	RW		0		0	0	1,532,000
				8,283,000	0	8,283,000	2037	P	CN		0		8,283,000	0	0

**City of Port Orchard Transportation Improvement Program (TIP)
For 2026-2039 TIER 2 (Unconstrained)**

Priority Number	Project Title/Project Description	Road Name Begin Termini End Termini	Total Project Length	Total Est. Cost	Total Est. Cost		Phase Start Year	Funding Status	Phase	Federal Fund Code	Federal Funds	State Fund Code	Federal Funds	State Funds	Local Funds
					2026-2031	2032-2039									
2.05	Sidney Road SW Widening Sidney Avenue is currently two lanes wide, it needs to be widened to three lanes (additional TWTL) including bike lanes, sidewalks, traffic calming, and stormwater system improvements. (COMPLETE STREET).	Sidney Road SW: SR 16 Overpass to Sedgwick Road	0.95	500,000	500,000	0	2027	P	PE		0		0	0	500,000
				5,761,850	5,761,850	0	2028	P	CN	STP(U)	3,600,000	TIB	0	1,600,000	561,850
2.06	Pottery Avenue Widening Widen road to two travel lanes with bike lanes, sidewalks and stormwater system improvements.	Pottery Avenue: Tremont Place to Melcher Street	0.22	1,600,000	1,600,000	0	2029	P	ALL		0		0	0	1,600,000
2.07	Old Clifton Rd Shoulder & Pedestrian Improvements Design and construction of shoulder widening, street lighting, watermain extension and grade-separated Pedestrian Path as identified in the McCormick Urban Village Trans Plan.	Old Clifton Road: SR 16 Overpass to Westerly City Limits	2.11	2,000,000	2,000,000	0	2031	P	ALL		0		0	0	2,000,000
2.08	Old Clifton Rd & McCormick Woods Drive Intersection Design and construction of intersecion (roundabout) improvements including street lighting, as identified in the McCormick Urban Village Trans Plan.	Old Clifton Rd/ McCormick Woods Dr. Intersection	0	250,000	0	250,000	2032	P	PE		0		0	0	250,000
				750,000	0	750,000	2033	P	CN		0		0	0	750,000
2.09	Melcher Street Widening Melcher Street West is currently a narrow two-lane road. The reconstruction would widen the road to allow two safe travel lanes, bike lanes, sidewalks and a stormwater system.	Melcher Street: Pottery Avenue to Sherman Avenue	0.4	600,000	0	600,000	2032	P	ALL		0		0	0	750,000
2.10	Fireweed Road Widening Fireweed is currently a narrow two lane road. The reconstruction would widen the road to allow for safe travel lanes, bike lanes, sidewalks and a stormwater system.	Fireweed Road: Sidney Avenue to South Flower Avenue	0.25	375,000	0	375,000	2035	P	ALL		0		0	0	750,000
2.11	Sedgwick Road West to Glenwood Complete Street improvements within city limits, associated with SKIA access from SW Lake Flora Road.	Sedgwick West: SR-16 to Glenwood Road.	0.77	15,000,000	0	15,000,000	2037	P	ALL		0		0	0	15,000,000
2.12	Sherman Avenue Widening Sherman Avenue is currently a narrow two-lane road. The reconstruction would widen the road to allow two safe travel lanes, bike lanes, sidewalks and a stormwater system.	Sherman Avenue: Fireweed Road to Terminus at SR 16	0.35	525,000	0	525,000	2032	P	ALL		0		0	0	750,000
2.13	Tremont St Widening - Port Orchard Blvd (Ph. 2) Construct roundabouts at Tremont Street/PO Blvd. and Bay Street (SR166)/PO Blvd. and curb, gutter, bike lanes, sidewalks, street lighting, storm drainage and Schedule 74 Undergrounding.	Port Orchard Blvd. Tremont Street to Bay Street (SR166)	1.1	809,250	0	809,250	2033	P	PE	STP(U)	700,000		0	0	109,250
				520,231	0	520,231	2035	P	RW	STP(U)	450,000		0	0	70,231
				7,225,434	0	7,225,434	2037	P	CN	STP(U)	6,250,000		0	0	975,434
2.14	Pottery Avenue Widening Tremont to SR16 Pottery is currently a two-lane road, it needs to be widened to a four-lane road, with sidewalks, traffic calming and upgrades to the stormwater system.	Pottery Avenue Tremont Street SR 16 Overpass	0.95	500,000	500,000	0	2026	P	PE	STP(U)	432,500				67,500
				750,000	750,000	0	2027	P	RW	STP(U)	648,750				101,250
				2,950,000	2,950,000	0	2028	P	CN	STP(U)	2,292,250		0	0	657,750

**City of Port Orchard Transportation Improvement Program (TIP)
For 2026-2039 TIER 2 (Unconstrained)**

Priority Number	Project Title/Project Description	Road Name Begin Termini End Termini	Total Project Length	Total Est. Cost	2026-2031	2032-2039	Phase Start Year	Funding Status	Phase	Federal Fund Code	Federal Funds	State Fund Code	Federal Funds	State Funds	Local Funds
2.15	Old Clifton Berry Lake Road Intersection Intersection Improvement by Kitsap County		0	0	0	0					0		0	0	0
	Ramsey Road Widening Widen road to two travel lanes with bike lanes, sidewalks and stormwater system improvements.	Sedgwick Road to Salmonberry Road	0.5	2,500,000	0	2,500,000	2034	P	ALL		0		0	0	0
2.16	Blueberry Road Widening Widen road to two travel lanes with bike lanes, sidewalks and stormwater system improvements.	Geiger Road to Bethel Road	0.4	600,000	0	600,000	2032	P	ALL		0		0	0	0
2.17	Geiger Road Widening Widen road to two travel lanes with bike lanes, sidewalks and stormwater system improvements.	Sedgwick Road to Blueberry Road	0.25	375,000	0	375,000	2032	P	ALL		0		0	0	0
2.18	Salmonberry Road Widening Widen road to two travel lanes with bike lanes, sidewalks and stormwater system improvements.	Ramsey Road to Bethel Road	0.15	225,000	0	225,000	2032	P	ALL		0		0	0	0
2.19	New Collector Construct road north of and parallel to Sedgwick Road with two travel lanes, bike lanes, sidewalks and stormwater system improvements.	Geiger Road to Ramsey Road	0.25	375,000	0	375,000	2034	P	ALL		0		0	0	0
Total Tier 2 Capital Projects				112,266,043	62,857,128	49,408,915					18,373,500		42,110,000	1,600,000	46,857,543
Maintenance Project															
2.20	Cline Avenue Repairs Replace sidewalk and parking strip.	Cline Avenue: Kitsap Street to Dwight Street	0.13	200,000	0	0		P	ALL						200,000
Total Tier 2 Maintenance Projects				200,000	0	0					0		0	0	200,000



City of Port Orchard Centers

-  Annapolis
-  Bethel Lund
-  County Campus
-  Downtown
-  Lower Mile Hill
-  McCormick Woods
-  Old Clifton Ind Park
-  SEDGWICK BETHEL
-  Sedgwick Sidney
-  South Bethel
-  Tremont
-  Upper Mile Hill

PORT ORCHARD COMPREHENSIVE PLAN - LAND USE ELEMENT

2.7 ~~Countywide and Local~~The CentersThe Centers StrategyStrategy

2.7.1 Introduction

The post-war 1920s have become synonymous with the beginning of a development pattern known as urban sprawl. Sprawl expands development over large amounts of land, resulting in long distances between homes, jobs, and stores. It also significantly increases dependence on the automobile and traffic on neighborhood streets and highways, as driving is required for nearly every activity. This development pattern also draws economic resources away from existing communities and spreads them thinly and inefficiently, far away from a community's historic core. This increases spending on new roads, new water and sewer lines, and police and fire protection. This ultimately leads to the degradation of the older city, higher taxes, and fewer available resources for already existing communities. In the early 1990s, Washington sought to combat this adverse development style by adopting the GMA. Among other ambitions, the GMA suggested a new development pattern broadly known as Centers.

In 2014, the City designated ten "local centers" in its Comprehensive Plan, in accordance with the criteria provided in the Puget Sound Regional Council's (PSRC) VISION 2040, which is a regional strategy for accommodating the expected 2040 population of the Puget Sound region. In subsequent years, VISION 2040's criteria and terminology for centers have been revised, and the City has revised its center terminology and boundaries for consistency. Based on the new criteria, ~~the City now~~currently has eight designated "countywide centers" and ~~four~~three designated "local centers". In addition, the City identifies two countywide centers as a Candidate Regional Center.

~~The criteria for designation of a center of local importance are found in the Puget Sound Regional Council (PSRC) VISION 2040, which is a regional strategy for accommodating the expected 2040 population of the Puget Sound region. According to VISION 2040, local centers serve important roles as sub-regional hubs and secondary concentrations of development. They provide a dense mix of housing and services, such as stores, medical offices, and libraries. They serve as focal points where people come together for a variety of activities, including business, shopping, living, and recreation. They often have a civic character with community facilities, such as municipal buildings and other public places. Local centers should be served by regular local transit and regional express transit service, and should have a complete network of sidewalks and access to bicycle paths and transit facilities.~~

Compact development enables efficiency in capital facilities construction and service delivery

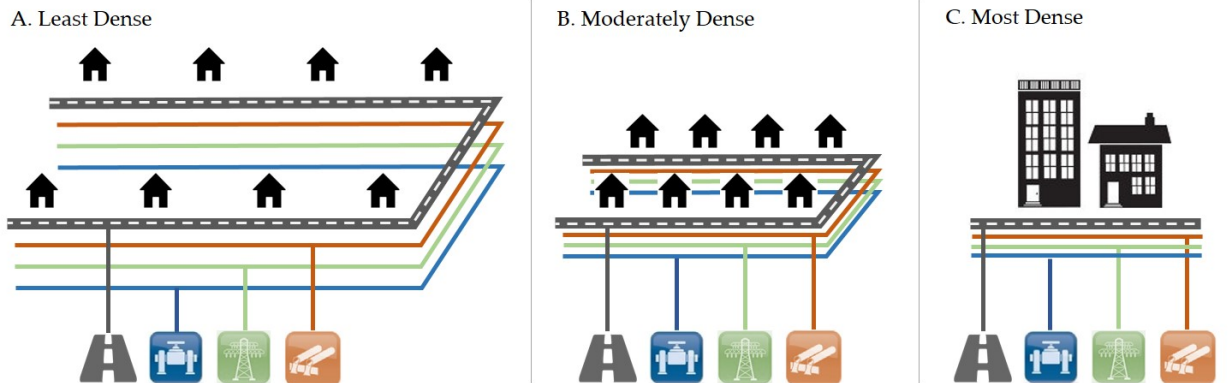


Figure 3 – The advantages of infrastructure and land use concurrency

2.7.2 What are Centers?

Traditional neighborhoods often had smaller business districts that served surrounding residential areas. These districts typically had retail shops, markets, and services that were a short walk from the homes in the area. Additionally, these districts created a unique identity that solidified the neighborhood. With the increased cost of fuel and the economic recession, residents of Port Orchard have expressed a preference for the development of smaller, local retailers and service providers in places that knit people and commerce together on a local level.

Centers are focused areas of development that have key uses which enable the City to deliver services more cost-efficiently and equitably, pursue a development pattern that is environmentally and economically sound, and provide a means of influencing growth and change through collaboration with the community in planning for the future of these areas. This strategy helps to accommodate growth in designated areas while preserving the existing character of the community, thereby retaining more open space and the dominant pattern of existing development. Centers accomplish these objectives by:



- Concentrating a thoughtful mix of supporting uses.

- Allowing more intense development while maintaining appropriate scale.
- Offering a wider variety of housing types that meets the needs of the broader community.
- Minimizing the dependence on vehicle trips.

The Centers strategy is a comprehensive and long-term approach to planning for a sustainable future that helps preserve those aspects of the community that residents value. This approach is intended to maximize the benefit of public investment in infrastructure and services and promote collaboration with private interests and the community to achieve mutual benefits.

Providing opportunities for residents, jobs, stores, services, and open spaces to be located in close proximity can reduce the reliance on cars for shopping and commuting and offer better access to daily wants and needs. Increasing residential and employment densities in key locations makes transit and other public services convenient for more people and therefore makes these services more efficient.

Figure 4—Community Recreation Space



The criteria for the designation of a center of local importance are found in the Puget Sound Regional Council (PSRC) VISION 2040 Regional Centers Framework Adopted March 22, 2018 and in Vision 2040, which is a regional strategy for accommodating the expected 2040 population of the Puget Sound region. According to VISION 2040, local centers serve important roles as sub-regional hubs and secondary concentrations of development. They provide a dense mix of housing and services, such as stores, medical offices, and libraries. They serve as focal points where people come together for a variety of activities, including business, shopping, living, and recreation. They often have a civic character with community facilities, such as municipal buildings and other public places. Local centers should be served by regular local transit and regional express transit service, and should have a complete network of sidewalks and access to bicycle paths and transit facilities.

The

The CPPs Regional Centers Framework defines four-five different types of Centers:

1. Town or City Centers Regional Growth Centers
2. Mixed-Use Centers Manufacturing Industrial Centers
3. Activity/Employment Centers Countywide Centers
4. Transportation Hubs—Local Centers
- 4.5. Military Installations

Several of the identified center types include subtypes.

To see more detailed definitions of these Centers please refer to the Kitsap County Countywide Planning Policies.



Figure 5 – Rendering of a concept for a pedestrian-focused town center.

2.7.3 Designated Local Centers (Existing and Planned)

Prior to 2014, Port Orchard had 3 identified local centers in its comprehensive plan; the Downtown, the Tremont Center and the South Kitsap Mall Centers. After completing a series of annexations, the City Council filed a comprehensive plan amendment in 2014 to expand the number of designated local centers within Port Orchard. Sub-area planning had previously occurred for some of these areas while other newly designated areas were identified as areas for which subarea planning would need to occur in the future.

The following centers ~~Center's of Local Importance (local centers)~~ have been designated in ~~through~~ the City's comprehensive plan by center type: ~~ning process~~:

Regional Centers. The City has no designated regional centers at this time, but the Downtown Port Orchard and Kitsap County Campus Countywide Centers should be considered as a future candidate that could be combined as a Regional Urban Growth Center.

Manufacturing Industrial Centers. The City has no designated Manufacturing Industrial Centers currently. The City's only industrial park is too small to be considered either a Manufacturing Industrial Center or a Countywide Center. Port Orchard is served by the nearby Puget Sound Industrial Center – Bremerton.

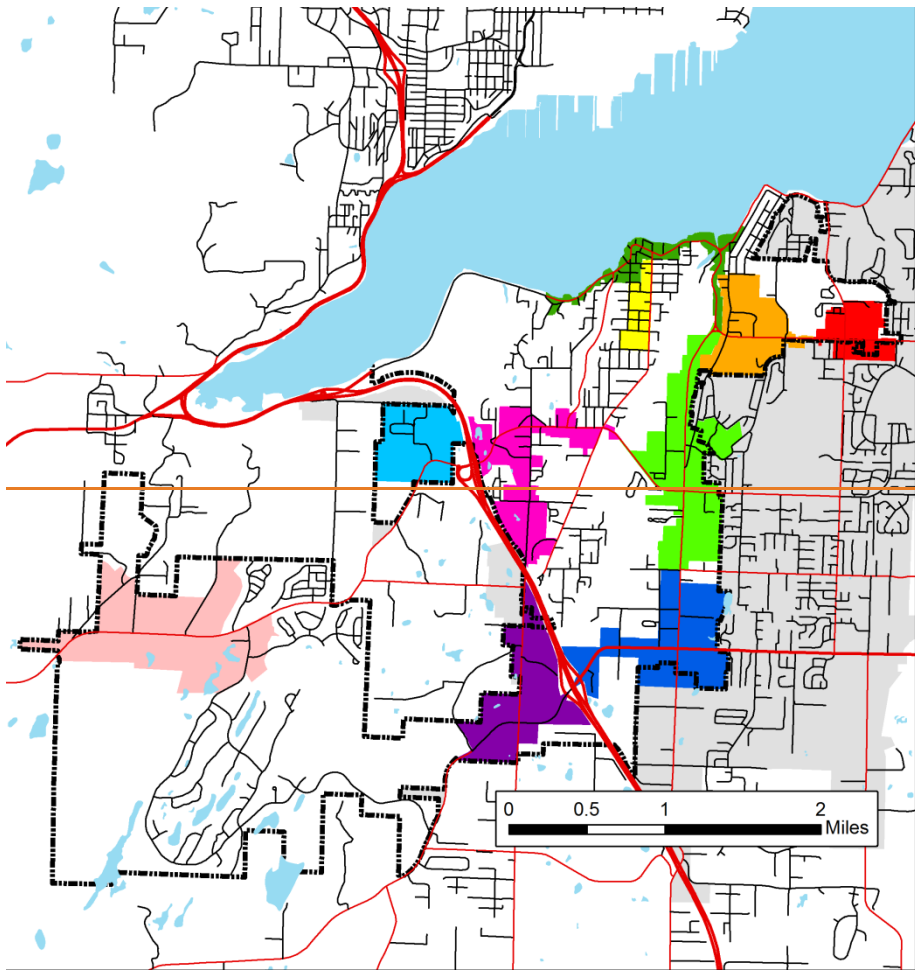
Countywide Centers. The City has 8 designated Countywide Centers. Not all of these Countywide Centers meet the minimum activity units per acre threshold per the PSRC Regional Centers Criteria for Countywide Centers (8 activity units per acre). The City intends that these Countywide Centers which don't presently meet the activity unit threshold set by PSRC will meet that threshold in the future. These centers may temporarily be recognized as candidate countywide centers or local centers until the activity unit threshold is met. The City's designated Countywide Centers are as follows:

1. Downtown Port Orchard (~~Countywide City Center~~)
2. Tremont Medical Center (~~Activity/Employment Center~~)
3. County Campus (~~Countywide Center Activity/Employment Center~~) – Previously known as the Government/Civic Center District
4. South Kitsap Mall/Lower Mile Hill (~~Countywide Center Mixed Use Center~~)
5. Upper Mile Hill (~~Countywide Center Mixed Use Center~~)
6. Sedgwick Bethel (~~Countywide Center Mixed Use Center~~)
7. Bethel Lund Tremont/Lund/Bethel (~~Countywide Center Mixed Use Center~~)
8. Sedgwick Sidney/Sydney (Ruby Creek Neighborhood) (~~Countywide Center Mixed Use Center~~)

Local Centers. The City has designated the following local centers:

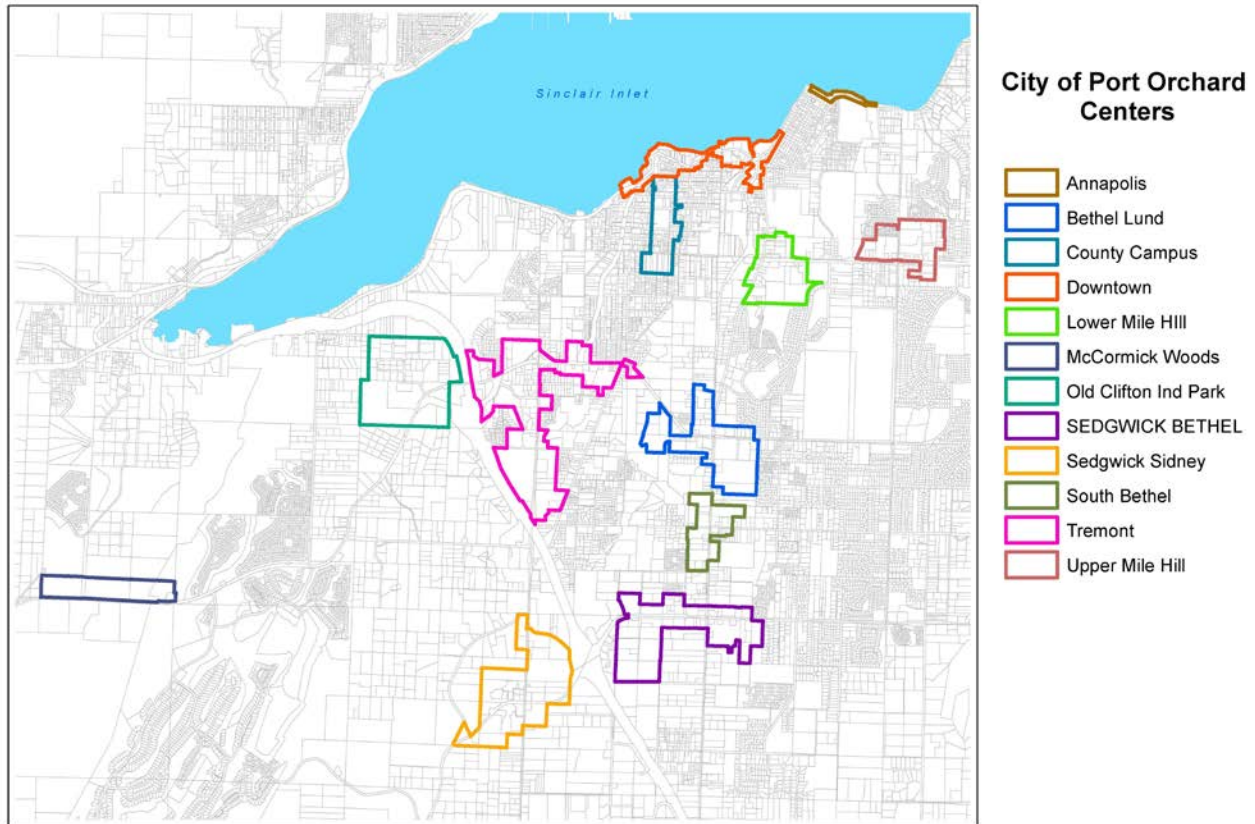
1. Annapolis (~~Local Center~~)
2. Old Clifton Industrial Park (~~Local Center Activity/Employment Center~~)
3. McCormick Woods/Old Clifton (~~Local Center Mixed Use Center~~)
4. Bethel South Center (Salmonberry)

Military Installations. The City has no military installations within the City Limits.



Port Orchard
Centers of Local Importance

- Downtown
- County Campus
- Lower Mile Hill
- Lund Bethel
- Upper Mile Hill
- Sedgwick Bethel SR-16
- Sidney Sedgwick
- Old Clifton Industrial Park
- Tremont Medical Center
- McCormick Woods
- City Limits
- Urban Growth Area



2.7.4 General Center Goals and Policies

The following are a list of general goals and suggested policies that Centers should seek to fulfill. Although Centers have common elements, it should be acknowledged that each Center is unique and have/will have a different set of priorities. Centers goals should be tailored to the specific Center in question. Generally, Centers should seek to:

- Policy CN-1 Prioritize the City’s residential, commercial and light industrial growth and infrastructure investments within designated Centers, in accordance with- VISION 2040 and the Countywide Planning Policies.

- Policy CN-2 Focus future growth in designated, higher intensity areas in an effort to encourage the preservation of open space and maintain surrounding neighborhood character.

- Policy CN-3 Shorten commutes by concentrating housing and employment in strategic locations, which provides residents opportunities to live and work in the same neighborhood.

~~Policy CN-4~~—Provide commercial services that serve the population of the Center, surrounding neighborhoods, the city, and the region (dependent on the suitability of the scale of each Center).

~~Policy CN-5~~Policy CN-4

~~Policy CN-6~~—Support pedestrian and transit uses by promoting compact, mixed-use areas with appropriate infrastructure that provide a variety of activities.

~~Policy CN-7~~Policy CN-5

~~Policy CN-8~~—Balance objectives for accommodating growth, encouraging compatibility, promoting housing affordability, and offering a wide range of housing types.

~~Policy CN-9~~Policy CN-6

~~Policy CN-10~~—Provide access to parks and public pedestrian spaces by creating them within each Center or by creating connections to existing public and open spaces.

~~Policy CN-11~~Policy CN-7

~~Policy CN-12~~Policy CN-8—During subarea planning for Centers, develop an implementation plan that addresses how the City will meet Center goals through appropriate land use designations, annexation, development of capital facilities and utilities, and related measures.

Suggested Policies (for Individual Centers)

~~Policies are the principles the City will use to guide decisions. The following are general suggested policies for future Center subarea plans to be incorporated into the comprehensive plan. These policies should be tailored to achieve the identified goals for each of the proposed Centers. Each policy is followed by numbers that correspond to the Centers goals that it advances, and titles that identify its connections to other elements of the plan.~~

~~Policy CN-13~~Policy CN-9 In coordination with Kitsap County, ~~the City shall designate local Centers and direct growth to them—Centers of all types~~ through focused regulations and directed capital projects. ~~{Centers Goals 1,2,3,4,5,6; Housing, Parks, Economic Development, Transportation, and Capital Facilities Elements}~~

~~Policy CN-14~~—The City should support employment growth, the increased use of non-automobile transportation options, and the preservation of the character of existing built-up areas by encouraging residential and mixed-use development at increased densities in designated Centers. ~~{Centers Goals 1,2,3,4,5,6; Housing, Parks, Economic Development, Transportation, and Capital Facilities Elements}~~

~~Policy CN-15~~Policy CN-10

~~Policy CN-16~~—The City shall ensure that higher density development in Centers is either within walking or biking distance of jobs, schools, and parks or is well-served by public transit. (Centers Goals

1,2,3,4,5,6; Housing, Parks, Economic Development, Transportation, and Capital Facilities Elements)

~~Policy CN-17~~Policy CN-11

~~Policy CN-18~~—The City shall create and designate zoning that allows a mix of uses to accommodate concentrations of employment and housing. (Centers Goals 2,3,4; Economic Development and Housing Elements)

Policy CN-12

~~Policy CN-19~~

~~Policy CN-20~~

~~Policy CN-21~~—The City should explore appropriate zoning to facilitate predetermined capacities of jobs and housing units for each individual Center. (Centers Goals 2,3,4,5; Housing and Economic Development Elements)

~~Policy CN-22~~—In consultation with local businesses and property developers, the City should reevaluate existing overlay districts and their associated regulations to address potential barriers to development. Existing overlay areas should be evaluated for potential inclusion in the proposed Centers strategy. (Centers Goal 3; Economic Development Element)

~~Policy CN-23~~—To ensure compatibility with the character of the city, the City should consider establishing design guidelines for Centers that preserve a small town character, establish a human-scale residential image, and encourage interaction among residents. The City should ensure development regulations promote attractive site and building design that is compatible in scale and in character with existing development. (Centers Goals 1,4,5,6; Housing Element)

~~Policy CN-24~~—The City shall encourage a broad range of housing types and commercial uses within designated Centers, through zoning and development regulations that serve a local, citywide, or regional market. (Centers Goals 3,5; Housing and Economic Development Elements)

~~Policy CN-25~~Policy CN-13

~~Policy CN-26~~—The City shall promote convenient and direct connections to adjacent areas for pedestrians and bicyclists. (Centers Goals 2,4,6; Transportation and Capital Facilities)

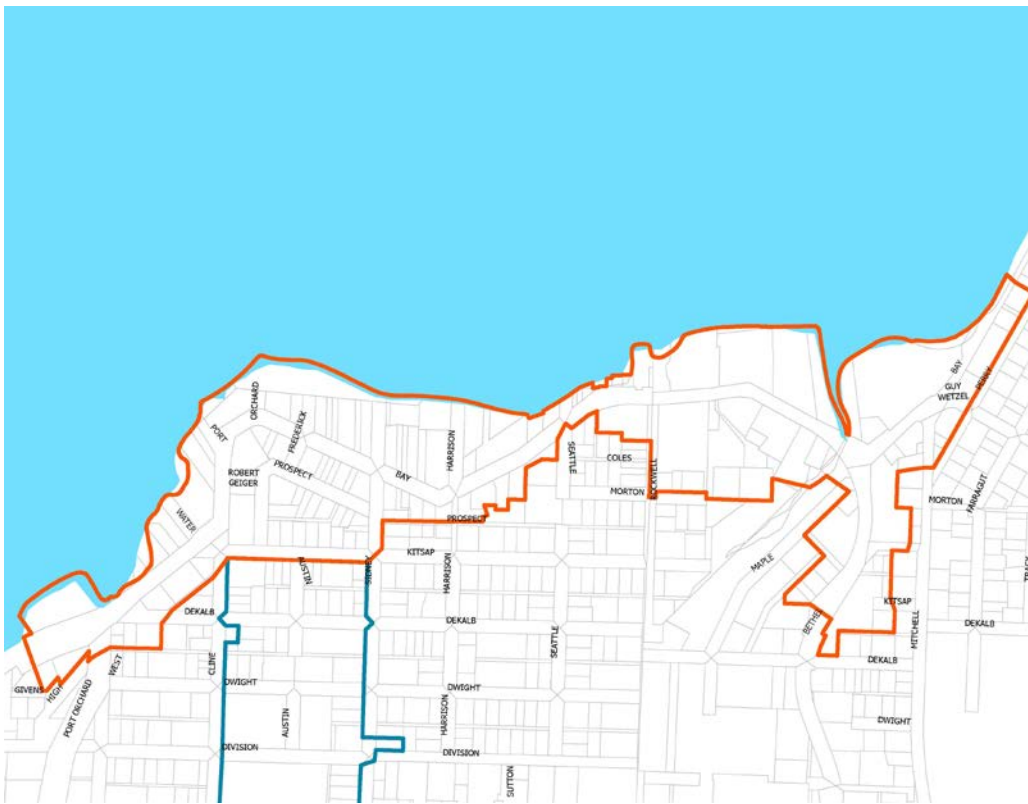
~~Policy CN-27~~Policy CN-14 The City shall encourage the creation of public open space, private open space, and parks within and serving designated centers. direct access to either existing or potential public open spaces in the vicinity of each Center. (Centers Goals 4,6; Parks and Transportation Elements)

2.7.5 Specific Center Descriptions, ~~Goals,~~ and Policies

2.7.5.1 Downtown Port Orchard (Countywide Center)(City Center)

The Port Orchard's ~~d-Downtown~~ is the cultural, civic, and recreational hub of the community. ~~Founded in 1890 as the Town of Sidney, it became the county seat in 1892 and was renamed Port Orchard in 1903. During this time, transportation around the Kitsap peninsula was highly dependent on the water. The town's first dock was built in 1889, and within a few years the private steam vessels that became known as the "Mosquito Fleet" began to serve the citizens. By the 1920s, diesel electric ferries from San Francisco replaced the steamship ferries, and today Port Orchard is still served by foot ferry service to Bremerton.~~

~~In 1890, the town had no streets, and was divided into three sections by Pottery Creek and Black Jack Creek. Mass grade and fill efforts highly altered the waterfront and its associated creek and marsh system, and many of the downtown buildings on the water side of Bay Street are on pilings and subject to subterranean tidal influence. Currently, T~~the downtown currently contains a mix of land uses, including Portincluding Port Orchard's City Hall and public library, numerous retail and service businesses, a marina and ferry dock, public parking, and a waterfront park and trail. With access from the water and from state highways 3 and 16, it remains the City's primary center for community events and activities. The City continues to work toward a balance of historic preservation, environmental restoration, and economic improvement for the downtown center. Downtown Port Orchard coupled with the County Campus may be a future candidate as a regional center. As of 2018, the Downtown Port Orchard Center measured 70 acres containing 197 residents and 787 jobs. This equates to 14 activity units per acre under the PSRC Regional Centers Framework.



Goal 10. Update the existing Downtown Development Regulations (currently known as the Downtown Overlay District) to better

define design guidelines, the design review process, and to encourage a balance between historic preservation and redevelopment in accordance with the following purposes:

1. Implement the land use goals and policies set forth in the Comprehensive Plan.
2. Provide for the development of an integrated ~~mixed-use~~mixed-use downtown district that contains office, service, retail, residential and recreational uses within close proximity to one another.
3. Encourage imaginative site and building design and development while maintaining view corridors and a ~~small-town~~small-town feel.
4. Identify potential significant environmental ~~impacts, and~~impacts and utilize mitigation sequencing in project review with emphasis on avoidance and minimization of impacts.
5. Promote sustainable and low-impact development.
6. Encourage restoration and enhancement of degraded shorelines and critical areas in the downtown area as part of new development and redevelopment.
7. Encourage environmentally sustainable development.
8. Promote economic development and job creation in the City.
9. Encourage energy conservation in building design and layout.
10. Promote an integrated system of pedestrian-friendly walkways and parking areas.
11. Enhance the City's waterfront character while maintaining the maritime presence.
12. Encourage the development of buildings with ground floor retail with office uses and residential uses above.
13. Promote a walkable community by encouraging the development of public open spaces, waterfront access, and pedestrian-friendly walkways.
14. Locate and combine parking areas in order to minimize the number of points of access to and from Bay Street.
15. Encourage architectural and site designs that serve as gathering places in wet and dry conditions.
16. Promote greater public transportation availability within Port Orchard and across Sinclair Inlet ~~during the evening hours~~ to improve access to/from the ~~DOO~~Downtown.

Goal II. Provide zoning that is consistent with Port Orchard's existing built environment, topography, and lot sizes that allow for financially viable, high quality development.

Policy CN-17 Allow bulk standards (height, setbacks, building size, parking requirements, etc.) ~~and a~~ minimum unit size and building types to determine residential density.

Goal I2. Retain existing maritime industries.

Policy CN-18 Encourage incentives for maritime industries to remain and expand development to serve the Puget Sound boating industry.

Goal 13. Encourage mixed use development within the Downtown and Gateways.

Policy CN-19 Encourage residential use above commercial and retail ground floor developments, ~~including incentives and public amenities.~~

~~Policy CN-20—Adopt design standards for Gateways.~~

Goal 14. Encourage facilities that will draw local residents and tourists to Downtown and the Gateways.

Policy CN-21 Facilitate the planning and construction of waterfront parks or gathering places.

~~Policy CN-22—Consider developing a parking garage for use by downtown residents, visitors, and employees.~~

~~Policy CN-22~~

~~Policy CN-23~~

~~Policy CN-24—Require a 10-foot wide boardwalk and/or upland trail, dedicated to the public, on the shoreline for redevelopment projects, and seek funds to acquire easements on private properties and build a boardwalk and/or upland trail on public property, with removal or pulling back of rip rap and restoration of shoreline vegetation where feasible, for a contiguous pedestrian shoreline connection that minimizes shoreline impacts. Support the continuation of the Bay Street Pedestrian Pathway along the waterfront in centers abutting Sinclair inlet.~~

~~Policy CN-25~~Policy CN-23

Policy CN-24 Create an aesthetically pleasing entryway to the City with the use of high-quality signs, artwork, and landscaping.

Goal 15. Plan for protection of existing buildings and other structures within structures within the downtown area that are vulnerable to flooding from existing high tide events and from future sea level rise.

Policy CN-25 Continue to implement City code requirements for flood damage prevention, in accordance with the recommendations of the Federal Emergency Management Agency, by identifying special flood hazard areas and restricting new development and redevelopment in those areas.

Policy CN-26 Identify buildings and structures that are currently affected by high tide events and that are most vulnerable to future sea level rise, and develop potential actions to prevent worsening of flooding problems.

providing a regional connection to the South Kitsap areas served by the hospitals and emergency service providers within the district.

Tremont Avenue will be improved and widened with sidewalks, street trees and a landscaped island that will create a boulevard style of roadway. The Tremont corridor is promoted to include design standards that will necessitate new development to provide a consistent, attractive landscape edge while maintaining a human scale to new and redevelopment projects. A system of trails that are pedestrian and bike friendly connecting the Tremont Corridor to the Port Orchard marine walkway with trails through natural areas are key to the success of the Tremont district.

The Tremont district is envisioned with some multi-family residences to accommodate the combination of residential and employment land uses within walking distances of the major health care facilities. Some cafes and neighborhood services are also envisioned to support those living, working or visiting the health care facilities. Regulations and design guidelines should help to ensure that parking is provided in a manner that is beneficial to the neighborhood and enhances the flow of transportation through the district. In addition, Tremont Corridor stakeholders envision monument signage that are tastefully designed and constructed of natural materials.

The corridor from Pottery Avenue east to Sidney Road consists primarily of single-family residences and small clinics. Single family uses are encouraged as a desired mix of services and residential uses within this district.

3. Housing and Employment. As of 2018, the Tremont Countywide Center measured 215 acres containing 1,092 residents and 702 jobs. This equates to 8 activity units per acre under the PSRC regional centers framework.

4. Tremont ~~Medical~~ Center Goals

Goal 16. Encourage development within the area that supports the major hospital and medical installations (Harrison Hospital and Kaiser Permanente Group Health) and assists the emergency response agencies in the corridor (South Kitsap Fire District).

Policy CN-25 Encourage regulations that enhance existing businesses while providing incentives that promote economic growth in the corridor while maintaining sensitivity to residents in the area.

Policy CN-26 Encourage professional and office uses that support the medical industry and create pedestrian oriented health care focus.

~~Policy CN-27—Adopt Tremont Corridor Design Standards for non-residential structures within the Tremont Overlay District.~~

~~Policy CN-28~~ Policy CN-27 Promote the creation of a hospital benefit district that will create opportunities for additional community and economic development funding.

~~**Goal 17. Create landscaping requirements specific to the Tremont Corridor with emphasis on the boulevard (Tremont Street) and creating an attractive entry way to the city.**~~

~~Policy CN-29 Incorporate revised landscape standards into the Port Orchard Municipal Code and apply landscaping standards developed for the Tremont Corridor.~~

~~Policy CN-30 Require new developments to utilize landscaping that creates visually interesting and environmentally sustainable design.~~

Goal 18. Encourage residential units in walking distance to employment, services, and health care facilities.

~~Policy CN-31~~ Policy CN-29 Require sidewalks or interconnected pedestrian paths or a system of trails for non-motorized transportation with all new development.

Goal 19. Encourage development of an efficient multimodal transportation system and develop a funding strategy and financing plan to meet its needs.

Policy CN-32 Encourage all new developments to limit direct access to Tremont Street.

~~Policy CN-33 All future City paving projects on streets within the Tremont Corridor should include continuous 56-foot paved walkways for pedestrian use. These walkways shall be coordinated with an area-wide Trail Plan as necessary.~~

~~Policy CN-34~~ Policy CN-33

~~Policy CN-35 Developments abutting public rights-of-way within the Tremont Corridor should include sidewalks and bicycle lanes.~~

~~Policy CN-36~~ Policy CN-34 The City shall help to facilitate the development of trail systems that connect the Tremont Corridor with transportation facilities in the surrounding areas.

~~Policy CN-37~~ Policy CN-35 Encourage the expansion of Kitsap Transit's service to increase trip frequency within the Tremont Corridor.

2.7.5.3 County Campus (Countywide Center)

The City of Port Orchard has benefited from being the Kitsap County seat, as well as Kitsap County long serving as the City's largest employer. Kitsap County has proposed several phased development scenarios to provide options for the expansion of County facilities within the City of Port Orchard over the next 40 years. The District included land use and regulation proposals derived from the Kitsap County Campus

Vision. The vision of the County Campus Center is to encourage the aesthetic development of the Kitsap County Government buildings in a campus-like setting. The Government / Civic Center District, (GCCD), has been delineated to be bounded by Dwight Street, Cline Avenue, Kendall Street, and Sidney Avenue. The purpose of the design standards and review criteria is to ensure that site development and structures in the Government / Civic Center overlay districts meet the intent of the City for high quality construction in a campus-like setting. The proposed standards address an array of design elements related to pedestrian safety, along with design standards to promote compatibility with surrounding residential uses such as setbacks, landscaping, architectural elements and screening.

Housing and Employment. As of 2018, the County Campus Countywide Center measured 41 acres containing 441 residents and 771 jobs. This equates to 29 activity units per acre under the PSRC regional centers framework.

Goal 20. Encourage campus-like development in an orderly and aesthetic manner supporting the needs of the Kitsap County Government Uses.

- Policy CN-37 Encourage development of community oriented uses and services that support the mission of the County Seat.
- Policy CN-38 Support limited business and professional uses that serve the governmental offices and provide services to the employees and citizens.
- Policy CN-39 Encourage the development of a pedestrian plaza within the campus as a gathering spot and center for meetings, rallies, and public organization efforts.
- Policy CN-40 Support residential use within the overlay district and ensure new development is sensitive to those uses.
- Policy CN-41 Create design review criteria for government development within the overlay district and require review by a design review board for all new government structures.
- Policy CN-42 Encourage use of landscaping to mitigate impacts of noise, lighting, odor, and aesthetics on surrounding residential neighbors, through the use of such measures as evergreen plant screens, sound barriers, fences, mounding, berming, etc.
- Policy CN-43 Encourage Green Building Standards and low impact development for all governmental development within the overlay district. Structures designed LEED Silver standard for all new government development is strongly supported.
- Policy CN-44 Require pedestrian friendly development that encourages non-motorized mobility throughout the overlay district with connections to adjacent points of interest or centers of activity.

2.7.5.4 South Kitsap Mall/Lower Mile Hill Countywide Center

The ~~South Kitsap Mall~~ Lower Mile Hill ~~Countywide Mixed-Use~~ Center consists of the lower sections of the Mile Hill Road commercial corridor ~~and~~, adjacent multi family development, ~~and South Kitsap School District facilities including the administrative offices, the transportation center, and the High school.~~ The area is served by Kitsap Transit. The City should work to develop a sub area plan for this area prior to the next periodic comprehensive plan update. As of 2018, the Lower Mile Hill Countywide Center measured 70 acres containing 174 residents and 288 jobs. This equates to 7 activity units per acre under the PSRC regional centers framework.



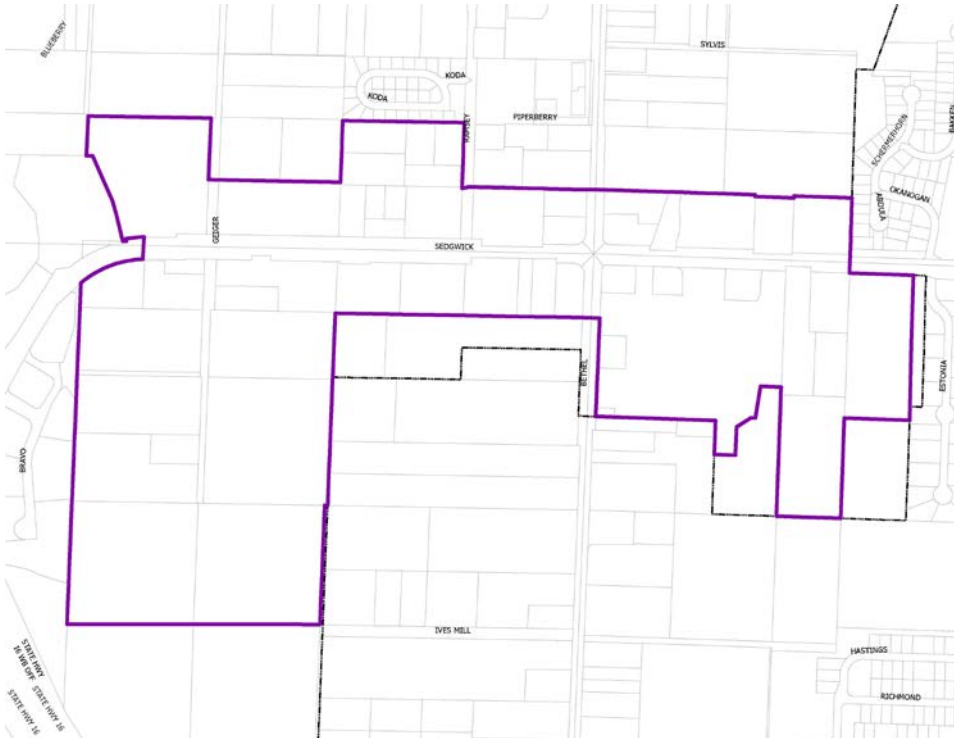
2.7.5.5 Upper Mile Hill Countywide Center

The Upper Mile Hill ~~Mixed-Use~~ Countywide Center consists of the upper sections of the Mile Hill Road commercial corridor and contains a mix of multi family and single family development. The area is served by Kitsap Transit. The City should work to develop a sub area plan for this area prior to the next periodic comprehensive plan update. As of 2018, the Upper Mile Hill Countywide Center measured 65 acres containing 287 residents and 373 jobs. This equates to 10 activity units per acre under the PSRC regional centers framework.



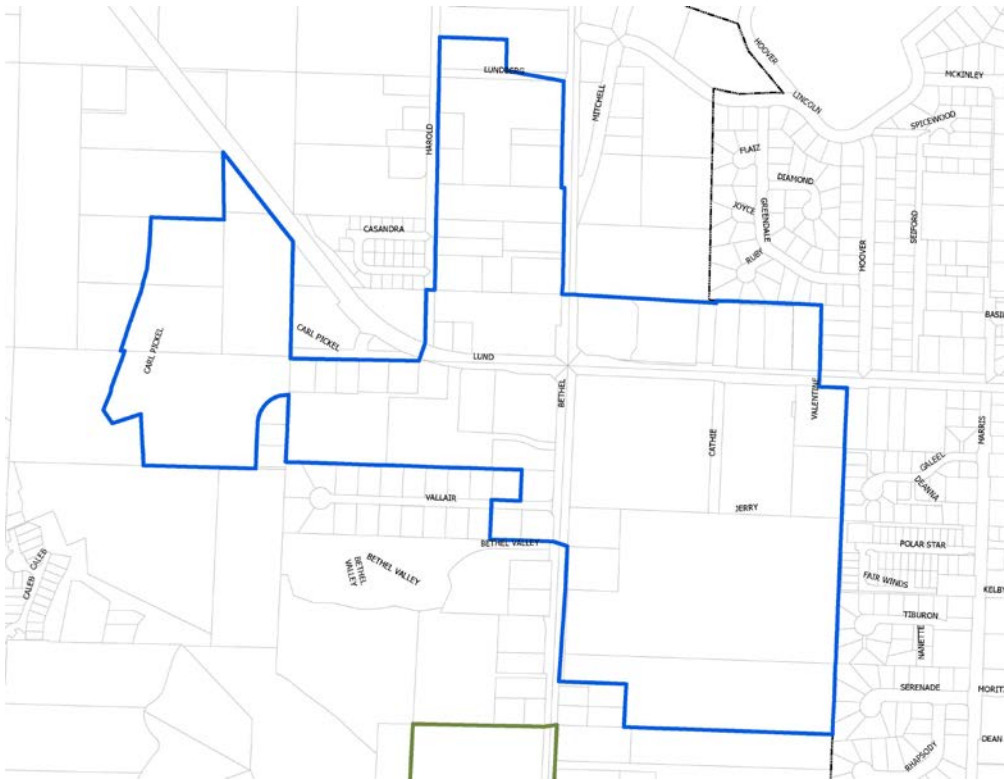
2.7.5.6 Sedgwick/Bethel Countywide Center

The Sedgwick/Bethel ~~Mixed Use~~ Countywide Center consist of the ~~Bethel Sedgwick Rd Commercial~~ corridor from ~~Geiger Salmonberry~~ to the ~~North West~~ to the city boundary to the ~~south East and along the Sedgwick corridor connecting to SR 16 to the west including the Bethel and Sedgwick intersection~~. In addition to commercial development and commercially zoned vacant land, this area includes a future park site and land zoned for multifamily development. The area is served by Kitsap Transit. The City should work to develop a sub area plan for this area prior to the next periodic comprehensive plan update. As of 2018, the Sedgwick/Bethel Countywide Center measured 141120 acres containing 58 residents and 505109 jobs. This equates to 41 activity units per acre under the PSRC regional centers framework.



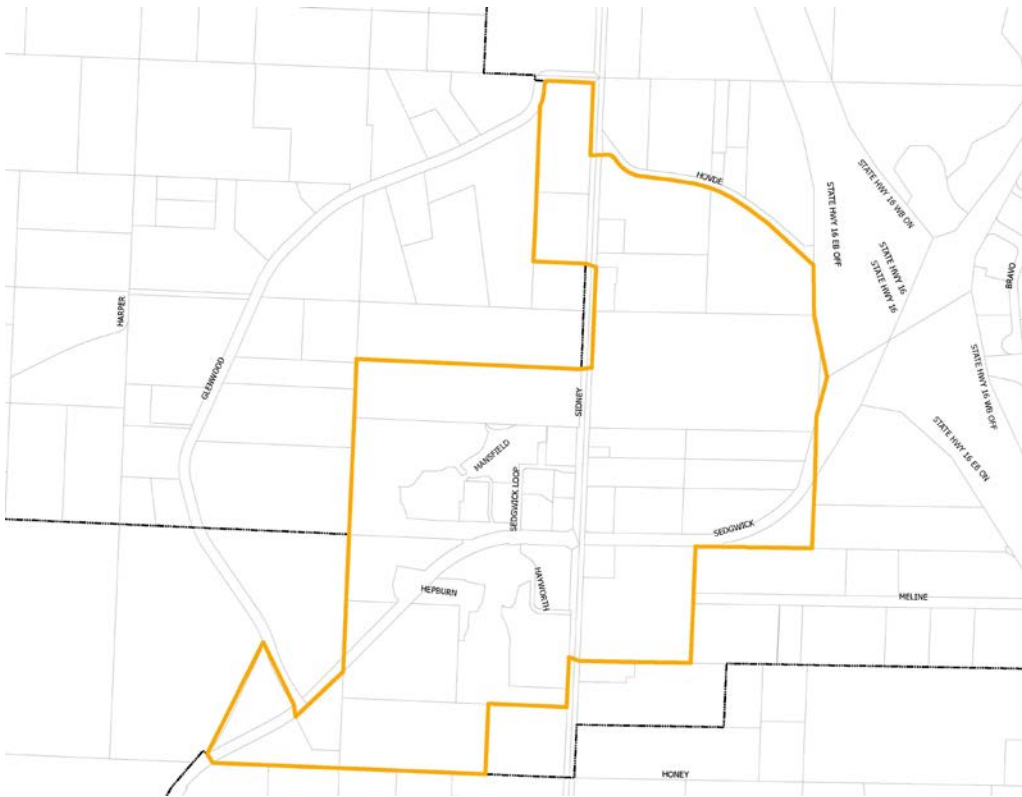
2.7.5.7 ~~Tremont~~Bethel Lund/~~Lund~~Bethel Countywide Center

The ~~Tremont/Lund~~Bethel/~~Lund~~ Countywide Center consists of the Bethel commercial corridor ~~from near~~ the intersection of ~~Mile Hill Road~~Lund Avenue ~~south to Salmonberry,~~ including the ~~adjacent~~nearby multifamily housing developments residential areas. The area is served by Kitsap Transit. ~~The City should work to develop a sub area plan for this area. Prior to the next periodic comprehensive plan update.~~The City should work to develop a sub area plan for this area prior to the next periodic comprehensive plan update. As of 2018, the Bethel/Lund Countywide Center measured 114 acres containing 267 residents and 1,195 jobs. This equates to 13 activity units per acre under the PSRC regional centers framework.



2.7.5.8 Sedgwick/Sidney (Ruby Creek Neighborhood) Countywide Center

The Sedgwick/Sidney Countywide Center is a rapidly developing area of the city at the intersection of Sidney Road SW and Sedgwick Ave that has seen more than 220 units of multifamily housing develop since 2010 along with significant new commercial development. The area is served by Kitsap Transit. The City should work to develop a sub area plan for this area prior to the next periodic comprehensive plan update. As of 2018, the Sidney/Sedgwick Countywide Center measured 148 acres containing 450 residents and 252 jobs. This equates to 5 activity units per acre under the PSRC regional centers framework.



2.7.5.9 Old Clifton Industrial Park Local Center

The Old Clifton Industrial Employment Local Center is located at the site of reclaimed sand and gravel mine. Its close proximity to transportation facilities and its isolation as a result of past mining activities make it an ideal site for industrial and employment uses. The site is served by Kitsap Transit and is located along Old Clifton Road near SR-16. The City should work to develop a sub area plan for this area prior to the next periodic comprehensive plan update.



2.7.5.10 McCormick Woods/~~Old Clifton~~ Mixed Use Local Center

The McCormick Woods/Old Clifton Mixed Use Center includes a portion of the McCormick Woods master planned community, the recently developed city park McCormick Village Park, the site a future South Kitsap High School (an additional high school), recreational facilities including trails and a golf course, and areas zoned for multifamily and commercial development. The area is not presently served by Kitsap Transit. The City should work to develop a sub area plan for this area prior to the next periodic comprehensive plan update.



2.7.5.11 Annapolis Local Center

The Annapolis Local Center is located on the Sinclair Inlet shoreline east of the city's Downtown Countywide Center. This center includes Mitchell Point and the Annapolis Pier, from which Kitsap Transit operates a foot ferry service to Bremerton during the work week. Commuter parking is located east of the pier. The area also includes a number of historic buildings, commercial services, and residences, as well as a public dock and kayak launch point. The Bay Street Pedestrian Pathway will end at the foot ferry facility. Rockwell Park, a shoreline park with public beaches, picnic areas and trail access, will be completed in 2019.



2.7.5.12 Bethel South (Salmonberry) Local Center

The Bethel South Local Center consists of the underdeveloped intersection of Salmonberry and Bethel and the nearby residential areas. The area is served by Kitsap Transit. The City should work to develop a sub area plan for this area prior to the next periodic comprehensive plan update.



2.7.6 Road Map to Implementation

Further planning for each identified local center is required in order to implement the City's vision for the overall centers strategy. The city is committed to- undertaking a sub area planning process for each center, to better identify center boundaries, develop a vision, goals, and policies for each center. This planning process will also provide recommendations for amending the development regulations, zoning designations, design guidelines and capital facility plans to reflect and implement the sub area plans. Sub-area plans for the centers will be adopted into the City's comprehensive plan.



Figure 7—Rendering of a conceptual center.



Figure 8—Rendering of a centers concept.

This Page Intentionally Left Blank



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>November 12, 2019</u>
Subject:	<u>Adoption of an Ordinance Approving</u>	Prepared by:	<u>Brandy Rinearson, MMC</u>
	<u>the Petition to Vacate City Right-of-Way,</u>		<u>City Clerk</u>
	<u>an Alley Between Cline Avenue and</u>	Atty Routing No:	<u>060-19</u>
	<u>DeKalb Street</u>	Atty Review Date:	<u>November 8, 2019</u>

Summary: Earlier this evening, a Public Hearing was held to take testimony on whether the City Council should vacate City Right-of-Way (ROW), an alley between Cline Avenue and DeKalb Street.

Staff has determined the following with regards to the proposed street vacation:

The area sought to be vacated was dedicated to the City in 1886 as part of the S.M. Stevens' Town Plate of Sidney. To date the City has not opened the ROW.

The City Engineer has reviewed the street vacation petition and has indicated the following:

1. The area sought to be vacated is not needed for public travel now or in the foreseeable future.
2. The functionality of the area sought to be vacated for public purposes is nonexistent. Portions of an abutting property owner's improvements are encroaching into the area.
3. The vacation of the area would not adversely affect any City utilities, such as water, sewer, or storm.
4. The City has not included any projects within the proposed vacation area as part of its six-year road plan, nor has the City any scheduled capital facilities projects on this property.

The Community Development Director stated the following:

1. Vacation of the proposed area does not create potential or actual land uses that are inconsistent with City growth plans and goals. This area has not been identified in the City's Comprehensive Plan.
2. This vacation is at the request of the City's Code Enforcement Officer as the house has unpermitted additions of unknown age (house built 1891, additions much more recent) that occupy almost the entire width of the unopened ROW. The vacation would be the first step in cleaning up the encroachment on the City's ROW and neighboring property.

Legal Counsel comments:

1. Although the vacation would not resolve the issue of the structure being on the adjacent property owner's property, it is the best course of action for the City to proceed with the street vacation process. This would be the first step, before the property owners can proceed with any negotiations and/or civil action(s) relating to the encroachment. If the owners of the underlying

property want to proceed with steps to resolve the encroachment issue, such actions would be civil matters between the two of them and would not require the legal involvement of the City.

Land Use Committee:

1. Requests the remainder of the alley be vacated with this vacation. This would be approximately an additional 120' length of ROW for an additional approximate 1,190 square feet.

Recommendation: Based on the report provided to the Council, staff recommends approving the street vacation petition.

Motion for consideration: I move to adopt an Ordinance, vacating the City's right-of-way, an alley between Cline Avenue and DeKalb Street, as presented.

Fiscal Impact: TBD, upon approval of the Council a property appraisal may be needed.

Alternatives: Deny the street vacation.

Attachments: Ordinance, Plat Map, and petition (provided under public hearing item).

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF PORT ORCHARD, WASHINGTON, VACATING AN ALLEY BETWEEN CLINE AVENUE AND DEKALB STREET AT BLOCK 3, S.M. STEVENS TOWN PLAT OF SIDNEY, LOCATED IN PORT ORCHARD, WASHINGTON; ESTABLISHING THE CONDITIONS OF SUCH VACATION; PROVIDING FOR SEVERABILITY AND PUBLICATION; AND SETTING AN EFFECTIVE DATE.

WHEREAS, a petition for vacation of an alley between Cline Avenue and DeKalb Street was submitted to the City by Ms. Minh Chau Trinh (“Petitioner”); and

WHEREAS, the Petitioner owns one third of the property abutting the proposed vacation area, and Harold and Shirley Vlist and Suanne Martin Smith are the other abutting property owners on the petition. These property owners, along with the Petitioner, represent the owners of more than two thirds of the abutting property, and all have signed and are in support of the petition; and

WHEREAS, on October 8, 2019, the City Council adopted Resolution No. 035-19, fixing November 12, 2019, as the date for a public hearing on the street vacation petition, which is not more than 60 days or less than 20 days after passage of the Resolution (POMC Section 12.08.010(3) and RCW 35.79); and

WHEREAS, the City Clerk provided public notice of the pending street vacation petition and public hearing thereon as required by law (POMC Section 12.08.020(1) and RCW 35.79); and

WHEREAS, staff reviewed the petition and, in light of the provisions of POMC chapter 12.08.060, determined this proposed street vacation is not subject to the 1889-1890 Laws of Washington, Chapter 19, Section 32 (the nonuser statute) as it was part of the original creation of the City boundaries in 1890; and

WHEREAS, the City Council supports the Land Use Committee’s recommendation to vacate the remainder of the alley, which would add an approximately 120’ length of ROW to the vacation; and

WHEREAS, the City Council held a public hearing on November 12, 2019, on the proposed street vacation; now, therefore,

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

Section 1. Non-user Statute. Under POMC Section 12.08.060(5), staff has determined the area proposed for vacation has not been vacated by lapse of time under the non-user statute.

Section 2. **Public Notice.** The City Council finds that the City Clerk provided at least 20 days' and not more than 60 days' notice of the pendency of the street vacation petition and the public hearing thereon, as required by POMC Section 12.08.020 and RCW 35.79, including notice being posted on the street or alley sought to be vacated.

Section 3. **Staff Report.** Staff has prepared a report and recommendation on the proposed vacation, which is dated November 12, 2019. A copy of this report was available to the public prior to the public hearing.

Section 4. **Public Hearing.** The public hearing was held on the petition for street vacation on November 12, 2019.

Section 5. **Testimony at Public Hearing.** The Public Hearing was held and no one from the public commented on this street vacation.

Section 6. **City Council Findings.** After hearing the testimony of the public, if any, and considering the staff report and all other relevant facts, the City Council finds as follows:

- a. The area sought to be vacated was dedicated to the City in 1886 as part of the S.M. Stevens' Town Plat of Sidney. To date the City has not opened the ROW.
- b. The area sought to be vacated is not needed for public travel now or in the foreseeable future.
- c. The functionality of the area sought to be vacated for public purposes is nonexistent. Portions of an abutting property owner's improvements are encroaching into the area.
- d. The vacation of the area would not adversely affect any City utilities, such as water, sewer, or storm.
- e. The City has not included any projects within the proposed vacation area as part of its six-year road plan, nor has the City any scheduled capital facilities projects on this property.
- f. Vacation of the proposed area does not create potential or actual land uses that are inconsistent with City growth plans and goals. This area has not been identified in the City's Comprehensive Plan.

Section 7. **City Council Conclusions.** The City Council has determined that the area proposed for vacation may be vacated and hereby approves the street vacation petition.

Section 8. **Compensation and Recording.** A certified copy of this Ordinance vacating the proposed area shall be recorded by the City Clerk with the Kitsap County Auditor's office, as required by RCW 35.79.030, upon the Petitioner compensating the

City in an amount which does not exceed one-half the appraised value of the area so vacated.

Section 9. Severability. If any section, sentence, clause or phrase of this Ordinance should be held to be unconstitutional or unlawful 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.

Section 10. Publication. This Ordinance shall be published by an approved summary consisting of the title.

Section 11. Effective Date. This Ordinance shall take effect and be in full force and effect five days after publication, as provided by law.

PASSED by the City Council of the City of Port Orchard, APPROVED by the Mayor Pro-Tem and attested by the City Clerk in authentication of such passage this 12th day of November 2019.

Bek Ashby, Mayor Pro-Tem

ATTEST:

Brandy Rinearson, MMC, City Clerk

APPROVED AS TO FORM:

SPONSOR:

Sharon Cates, City Attorney

Scott Diener, Councilmember

PUBLISHED:

EFFECTIVE DATE:

CERTIFICATE

This is to certify that Mr. Sidney M. Stevens and Mary E. Stevens, his wife are the owners in fee simple of Lot 3, in Section 26, Township 24 North of Range 1, East, Willamette Meridian, Kitsap County, W.T. and that we have this day laid out the same, into Lots, Blocks, Streets and Alleys, according to this Plat.

In witness whereof, we have hereunto set our hands and seals this 27th day of January, A.D., 1886. In presence of William L. Pond, Sidney M. Stevens, Mary E. Stevens

S.M.S. STEVENS' TOWN PLAT OF

SIDNEY.

KITSAP CO. W.T.

Whitworth & Thompson, Engineers & Surveyors Seattle, W.T.

Explanation

This Plat of S.M. Stevens' Town Plat of Sidney, Kitsap Co., W.T., occupies Lot 3, Sec. 26, Tp. 24, N. R. 1, E. W.M. The initial point is the S.E. corner of Lot 5, Block 18, which point is 40 ft North (Var 21° 15' E) and 37.5 ft West of a marked fir tree, 20 inches in diameter, regular. Lots and 60x120 feet, Lots 6, 7, 8 and 9, in Block 17, and Lots 1, 2, 3, 4, 5, 6, 7 and 8, in Block 18 are 60x150 feet. Irregular. Lots are as noted on Plat. Bay Street is 75 feet wide. Sidewalk 37.5 feet wide. All other streets are as noted, and shown on Plat. Lots in Blocks 4, 10, 11, 12 and 13 are water front Lots, and extend to deep water in Port Orchard Bay, or to where converging lines meet.

ACKNOWLEDGMENT

State of Illinois 1st. County of De Kalb. I, William L. Pond, Notary Public for said County, do hereby certify that the foregoing plat was filed for record in my office on this 27th day of January, A.D., 1886, and that the same is a true and correct copy of the original as shown to me by the said Sidney M. Stevens and his wife, Mary E. Stevens, who are the owners in fee simple of the premises hereunto set out, and that they are the persons named in the accompanying Certificate and in the plat hereunto attached, and having examined the said plat and having compared it with the original as shown to me by the said Sidney M. Stevens and his wife, I hereby certify that it is a true and correct copy of the original as shown to me by the said Sidney M. Stevens and his wife, and that they are the persons named in the accompanying Certificate and in the plat hereunto attached, and that they are the owners in fee simple of the premises hereunto set out, and that they are the persons named in the accompanying Certificate and in the plat hereunto attached.

Notarial Seal

Filed for Record at request of L.A. Cline March 6th 1886, at 10:30 A.M. Recorded March 13th 1886, at ten o'clock P.M. Nelson McCallum County Auditor





City of Port Orchard

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

Agenda Staff Report

Agenda Item No.: Business Item 7B
Subject: Adoption of an Ordinance Adopting the
Comprehensive Plan Amendments

Meeting Date: November 12, 2019
Prepared by: Nick Bond, AICP
DCD Director
Atty Routing No.: 075-19
Atty Review Date: September 20, 2019

Summary: Pursuant to the requirements to Chapter 20.04 POMC, the City accepted applications for 2019 amendments to the City’s Comprehensive Plan through January 31, 2019. Three City-initiated text amendments were submitted by that deadline. In June 2019, the Planning Commission held a public hearing and voted to recommend approval of the 2019 Comprehensive Plan amendments to the City Council. The City Council held a work-study session on the amendments on October 15, 2019.

Text amendments:

1. The City’s 6-year Transportation Improvement Plan has been updated to the 2020 -2025 planning horizon, and the reference in Appendix B will be revised accordingly.
2. The Bethel/Sedgwick Corridor Study Plan was completed in 2018 and added to Appendix B of the Comprehensive Plan. The City proposes to revise the Appendix B reference to include the study’s appendices A-F.
3. The Puget Sound Regional Council (PSRC) has adopted descriptive terms and criteria for the various types and sizes of centers under the Regional Centers Framework adopted March 22, 2018. The terms used for the City’s adopted centers have been updated in the Comprehensive Plan’s Land Use element to correspond to the PSRC’s terminology with designated countywide and local centers. Additionally, staff has proposed revisions to the size of several centers to more closely align with the City’s current planning vision and PSRC requirements, as reflected in a revised Centers map. Additional changes to the Land Use Element and Centers subsection of that element have been proposed to make it more consistent with the PSRC Regional Centers Framework and to reflect other actions taken by the City in recent years. Finally, the Centers section of the Land Use Element now includes data showing the current levels of activity units based on a recent analysis by PSRC. As a result of this analysis, the City learned that together the Downtown and County Campus Centers could be combined to seek regional centers status. As such, they are listed as a candidate regional center in the Land Use Element. However, the City is not able to apply for a Regional Center Designation without first preparing a subarea plan for the regional center. A formal decision to apply as a regional center would have to occur at a later date and could allow the city to compete for regional funds.

Recommendation: Staff recommends that the City Council vote to adopt an ordinance adopting the 2019 Comprehensive Plan amendments as submitted.

Motion for consideration: “I move to adopt an ordinance adopting the 2019 Comprehensive Plan amendments as submitted.”

Fiscal Impact: This proposal is not expected to impact the City’s budget.

Alternatives: Adopt only some of the proposed amendments; adopt none of the amendments; or revise the proposed amendments.

Attachments: All attachments provided under public hearing item 6B. (Ordinance; Revised Land Use Element (Clean and Redline); Revised Centers Map (large view); Revised Appendix B; 2020 TIP Tier 1 and 2020 TIP Tier 2)



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>November 12, 2019</u>
Subject:	<u>Adoption of an Ordinance Authorizing the</u> <u>Maximum Capacity of Local Sales and</u> <u>Use Tax Related with SHB 1406</u>	Prepared by:	<u>Noah Crocker</u> <u>Finance Director</u>
		Atty Routing No.:	<u>N/A</u>
		Atty Review Date:	<u>N/A</u>

Summary: During the 2019 Regular Session, the Washington State Legislature approved, and the Governor signed, Substitute House Bill 1406 (Chapter 338, Laws of 2019) (“SHB 1406”).

SHB 1406 allows counties and cities the authority to impose a sales tax to fund various housing and services for persons whose income is at or below 60% of the median income of the county or city. The tax is basically a “transfer” of a portion of the State’s existing sales tax to the county or city. It is not an additional tax and will not impact the consumer.

The use of the tax is for the acquisition, construction or rehabilitation of affordable housing or facilities providing supportive housing; for the operations and maintenance costs of affordable or supportive housing; and for providing rental assistance to tenants.

The City Council took the first step and adopted resolution 023-19 on August 13, 2019 declaring the City’s intent to adopt legislation to levy the maximum capacity of the tax.

This Ordinance fulfills the requirements under SHB 1406 by adopting legislation to authorize the maximum capacity of the tax.

The City of Port Orchard estimates it could receive approximately \$42,000 (at a .0073% rate) annually.

Recommendation: Staff recommends approving the Ordinance authorizing the maximum capacity of local sales and use taxes to fund affordable and supportive housing in accordance with SHB 1406.

Relationship to Comprehensive Plan: N/A

Motion for consideration: “I move to adopt an Ordinance which constitutes the required legislation to authorize the maximum capacity of the local sales and use tax for affordable housing in accordance with by SHB 1406.”

Fiscal Impact: New revenue of \$42,000.

Alternative: Do not approve Ordinance and provide alternative guidance.

Attachment: Ordinance.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF PORT ORCHARD, WASHINGTON, AUTHORIZING THE MAXIMUM CAPACITY OF A LOCAL SALES AND USE TAX TO FUND INVESTMENTS IN AFFORDABLE AND SUPPORTIVE HOUSING, IN ACCORDANCE WITH SUBSTITUTE HOUSE BILL 1406 (CHAPTER 338, LAWS OF 2019), PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, in the 2019 Regular Session, the Washington State Legislature approved, and the Governor signed, Substitute House Bill 1406 (Chapter 338, Laws of 2019) (“SHB 1406”); and

WHEREAS, SHB 1406 authorizes the governing body of a city or county to impose a local sales and use tax for the acquisition, construction or rehabilitation of affordable housing or facilities providing supportive housing; for the operations and maintenance costs of affordable or supportive housing; and for providing rental assistance to tenants; and

WHEREAS, the tax will be credited against state sales taxes collected within the City of Port Orchard and, therefore, will not result in higher sales and use taxes within the City of Port Orchard and will represent an additional source of funding to address housing needs in the City of Orchard; and

WHEREAS, the tax must be used to assist persons whose income is at or below sixty percent (60%) of the City of Port Orchard median income; and

WHEREAS, the City of Port Orchard has a need to provide for affordable housing or facilities; for the operations and maintenance costs of affordable or supportive housing; and for rental assistance to tenants, and has determined that imposing the sales and use tax to address this need will benefit its citizens; and

WHEREAS, in order to impose the tax, the City was required to adopt a resolution within six months of the effective date of SHB 1406, or January 28, 2020, declaring the City’s intent to adopt legislation to levy the maximum capacity of the tax; and

WHEREAS, in fulfillment of the resolution of intent requirement, the City of Port Orchard City Council passed Resolution No. 023-19 on August 13, 2019; and

WHEREAS, SHB 1406 requires the governing body to adopt legislation to authorize the maximum capacity of the tax within twelve months of the effective date of SHB 1406; and

WHEREAS, this ordinance constitutes the required legislation to authorize the maximum capacity of the Local Sales and Use tax; now, therefore,

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

SECTION 1. Authorization. The City Council hereby authorizes the maximum capacity of the sales and use tax authorized by SHB 1406.

SECTION 2. Imposition of Tax. Pursuant to SHB 1406 (Chapter 338, Laws of 2019) there is hereby imposed as sales or use tax, as the case may be, on all “taxable events” within the City of Port Orchard, as defined in RCW 82.14.020, as the same now exists or has hereafter amended or superseded, for the purpose of providing affordable and supportive housing. The rate of the tax shall be 0.0073 percent.

SECTION 3. Collection of Tax by Department of Revenue. The Washington State Department of Revenue shall deduct the amount of the tax levied in section 2 above from the amount of sales or use tax otherwise required to be collected or paid to the Department of Revenue under chapter 82.08 or 82.12 RCW. The Department of Revenue is authorized to collect such taxes on behalf of the City of Port Orchard at no cost to the City.

SECTION 4. Distribution by Department of Revenue-Maximum Amount of Tax. The Washington State Department of Revenue shall distribute the proceeds of the tax to the City as provided by SHB 1406, up to the maximum amount provided in such state law.

SECTION 5. Use of Tax Revenues. The City may use the revenues from the tax solely for the acquisition, construction or rehabilitation of affordable housing or facilities providing supportive housing; for the operation and maintenance costs of affordable or supportive housing; for providing rental assistance to tenants; or for any other purpose authorized by SHB 1406, as the same now exists or is hereafter amended or superseded.

SECTION 6. Bonds. SHB 1406 authorizes the City to issue general obligation or revenue bonds to carry out the purposes of such state law and to pledge the monies collected from the tax for repayment of such bonds. Such bonds, if any, shall be authorized by separate action of the Port Orchard City Council.

SECTION 7. Interlocal Agreements. SHB 1406 authorizes cities imposing the tax provided for in the ordinance to enter into interlocal agreements with one or more counties, cities or public housing authorities in accordance with chapter 39.34 RCW. Such interlocal agreements may include, but are not limited to, pooling the tax receipts, pledging those taxes to bonds issued by one or more parties, and allocating the proceeds of the taxes levied or bonds issued in accordance with such interlocal agreement. Such interlocal agreements, if any, shall be authorized by separate action of the Port Orchard City Council.

SECTION 8. Reporting. The City shall report annually to the Washington State Department of Commerce on the collection and use of the tax revenues. The report shall be in

such form and contain such content as the Department of Commerce shall prescribed by rule. The Mayor or their designee shall prepare the annual report and provide a copy to the Port Orchard City Council at the time the same is filed with the state.

SECTION 9. Expiration of Tax. The tax imposed by this Ordinance shall expire twenty (20) years from the date this ordinance becomes effective.

SECTION 10. Severability. If any section, sentence, clause or phrase of this Ordinance should be held to be unconstitutional or unlawful 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.

SECTION 11. Publication. This Ordinance shall be published by an approved summary consisting of the title.

SECTION 12. Effective Date. This Ordinance shall take effect and be in full force and effect five days after publication, as provided by law.

PASSED by the City Council of the City of Port Orchard, APPROVED by the Mayor Pro-Tem and attested by the Clerk in authentication of such passage this 12th day of November 2019.

Bek Ashby, Mayor Pro-Tem

ATTEST:

SPONSOR:

Brandy Rinearson, MMC, City Clerk

John Clauson, Councilmember

APPROVED AS TO FORM:

Sharon Cates, City Attorney

PUBLISHED:

EFFECTIVE DATE:

This Page Intentionally Left Blank



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 7D</u>	Meeting Date:	<u>November 12, 2019</u>
Subject:	<u>Adoption of an Ordinance Approving</u> <u>Memorandums of Understanding with</u> <u>the Teamsters Representing Public</u> <u>Works Employees, Municipal Court</u> <u>Employees and Police Support Staff</u>	Prepared by:	<u>Debbie Lund</u> <u>HR Coordinator</u>
		Atty Routing No.:	<u>075-19</u> <u>November 5, 2019</u>

Summary: The City’s policy regarding jury duty pay is to allow employees to keep the check they receive from the jurisdiction in which they completed their jury service. Collective bargaining trumps City policy when the issue is addressed in the union collective bargaining agreement (“CBA”). All three Teamsters CBAs provide that the employee is required to turn over their jury duty check to the City in order to offset the wages that were paid to the employee while the employee served as a juror.

The attached memoranda of understanding (MOUs) are intended to update the three Teamsters CBAs to reflect City policy. This policy provides for an administrative simplification to the handling of the jury duty pay.

In addition, in the CBA covering the Public Works Employees, there is language that could be interpreted as being contrary to certain requirements of the Fair Labor Standards Act (FLSA) and Washington Minimum Wage Act (MWA). The attached MOU on this subject is intended to clarify this language to indicate both the City’s and the Teamsters’ intent to comply with federal and state law.

The Teamsters union is in agreement with the provisions of these MOUs.

Recommendation: Staff recommends approving the Ordinance as presented.

Relationship to Comprehensive Plan: N/A

Motion for consideration: “I move to adopt an Ordinance which authorizes the Mayor Pro-Tem to sign a Memorandum of Understanding with Teamsters Local 589 representing Public Works Employees to revise language in Articles 8.4 and 15.1, a Memorandum of Understanding with Teamsters Local 589 representing Municipal Court Employees to revise the language in Article 15.1, and a Memorandum of Understanding with Teamsters Local 589 representing Police Support Staff to revise the language in Article 15.1, with respect to each of the respective collective bargaining agreements.”

Fiscal Impact: N/A

Alternatives: Do not approve Ordinance and provide alternative guidance.

Attachments: Redlined version of language for information, Ordinance ((The MOU's are not public documents until approved by Council and signed by the parties and are therefore not attached).

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF PORT ORCHARD, WASHINGTON, APPROVING THE AGREED MODIFICATION OF A PROVISION CONTAINED IN THE CITY'S COLLECTIVE BARGAINING AGREEMENTS WITH TEAMSTERS LOCAL 589 REPRESENTING PUBLIC WORKS EMPLOYEES, MUNICIPAL COURT EMPLOYEES AND POLICE SUPPORT STAFF; PROVIDING FOR SEVERABILITY AND PUBLICATION; AND SETTING AN EFFECTIVE DATE.

WHEREAS, the Fair Labor Standards Act of 1938 (FLSA) and the Washington Minimum Wage Act (MWA) regulate overtime pay; and

WHEREAS, the City's collective bargaining agreement ("CBA") with Teamsters Local 589 for Public Works Employees contains language that could be interpreted as being contrary to certain requirements of the FLSA and the MWA; and

WHEREAS, the City and the Teamsters strive to comply with federal and state law, and in an abundance of caution have agreed to remove this potentially problematic language; and

WHEREAS, RCW 2.36.150 provides that payments received by jurors from the court for each day's attendance constitute "expense payments"; and

WHEREAS, the City had previously adopted a City policy providing that employees who receive such jury duty "expense payments" may keep the payment check; and

WHEREAS, the City did not make this administrative correction during contract negotiations with the three Teamsters Local 589 bargaining groups to establish a consistent practice across the City; and

WHEREAS, the City and Teamsters Local 589 are in agreement that the proposed revisions to the three CBAs are in the best interest of both parties; now, therefore,

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

SECTION 1. The City Council hereby authorizes the Mayor Pro-Tem to sign a Memorandum of Understanding with Teamsters Local 589 representing the Public Works Employees to modify the language of Article 8.4 and Article 15.1 of the 2019-2021 collective bargaining agreement to reflect the language as presented in the Memorandum of Understanding which is attached hereto as Exhibit A.

SECTION 2. The City Council hereby authorizes the Mayor Pro-Tem to sign a Memorandum of Understanding with Teamsters Local 589 representing the Municipal Court Employees to modify the language of Article 15.1 of the 2019-2021 collective bargaining agreement to reflect the language as presented in the Memorandum of Understanding which is attached hereto as Exhibit B.

SECTION 3. The City Council hereby authorizes the Mayor Pro-Tem to sign a Memorandum of Understanding with Teamsters Local 589 representing the Police Support Staff to modify the language of Article 15.1 of the 2019-2021 collective bargaining agreement to reflect the language as presented in the Memorandum of Understanding which is attached hereto as Exhibit C.

SECTION 4. Severability. If any section, sentence, clause or phrase of this Ordinance should be held to be unconstitutional or unlawful 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.

SECTION 5. Publication. This Ordinance shall be published by an approved summary consisting of the title.

SECTION 6. Effective Date. This Ordinance shall take effect and be in full force and effect five days after publication, as provided by law.

PASSED by the City Council of the City of Port Orchard, APPROVED by the Mayor Pro-Tem and attested by the Clerk in authentication of such passage this 12th day of November 2019.

Bek Ashby, Mayor Pro-Tem

ATTEST:

SPONSOR:

Brandy Rinearson, MMC, City Clerk

John Clauson, Councilmember

APPROVED AS TO FORM:

Sharon Cates, City Attorney

PUBLISHED:

EFFECTIVE DATE:

8.4 CALLBACK - Should an employee be called for duty other than the regular shift, such employee shall receive one and one-half (1 ½) times his/her hourly wage for work performed with a minimum of two (2) hours of overtime pay. This shall include street sweeping and anti-icing assignments performed outside of the regular workday. Call back time shall include direct travel from home to work and work to home. If the employee receives a work related telephone call at any time other than the scheduled shift he/she shall receive ten dollars (\$10.00) for such call. If the employee is called out they shall receive callback pay only. The telephone call pay shall not apply to calls from SCADA ~~and will not be applicable to foremen~~. For purposes of this section, stand by duty is not considered a “scheduled shift”.

Teamster contract language:

Teamsters Municipal Court Employees

15.1 CIVIL LEAVE - Any necessary leave may be allowed by the department head to permit any employee to serve as a member of a jury or to exercise his other civil duties. Each employee who is granted such leave and who, for the performance of the civil duties involved, received any compensation shall be paid by the Employer for the time they are absent ~~only in the amount in excess of their regular salary over the compensation received, exclusive of travel or any other reimbursable allowances.~~ The City does not require employees to remit payments for jury duty service to the City, including for periods of paid leave. If an employee is summoned for jury duty and the department director determines it would adversely impact Employer operations if the employee was on jury duty, then the employee shall cooperate with the Employer in attempting to be excused from jury duty. If the attempt to be excused from jury duty is unsuccessful, then the employee will work with the Employer to change the jury duty dates to a time that does not significantly impact Employer operations.

Teamsters Public Works Employees

15.1 CIVIL LEAVE - Any necessary leave may be allowed by the director of the department to permit any employee to serve as a member of a jury or to exercise his other civil duties. Each employee who is granted such leave and who, for the performance of the civil duties involved, received any compensation shall be paid by the Employer for the time they are absent ~~only in the amount in excess of their regular salary over the compensation received, exclusive of travel or any other reimbursable allowances.~~ The City does not require employees to remit payments for jury duty service to the City, including for periods of paid leave. If an employee is summoned for jury duty and the department director determines it would adversely impact Employer operations if the employee was on jury duty, then the employee shall cooperate with the Employer in attempting to be excused from jury duty. If the attempt to be excused from jury duty is unsuccessful, then the employee will work with the Employer to change the jury duty dates to a time that does not significantly impact Employer operations.

Teamsters Police Support Staff

15.1 CIVIL LEAVE - Any necessary leave may be allowed by the director of the department to permit any employee to serve as a member of a jury or to exercise his other civil duties. Each employee who is granted such leave and who, for the performance of the civil duties involved, received any compensation shall be paid by the Employer for the time they are absent ~~only in the amount in excess of their regular salary over the compensation received, exclusive of travel or any other reimbursable allowances.~~ The City does not require employees to remit payments for jury duty service to the City, including for periods of paid leave. If an employee is summoned for jury duty and the department director determines it would adversely impact Employer operations if the employee was on jury duty, then the employee shall cooperate with the Employer in attempting to be excused from jury duty. If the attempt to be excused from jury duty is unsuccessful, then the employee will work with the Employer to change the jury duty dates to a time that does not significantly impact Employer operations.



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 7E</u>	Meeting Date:	<u>November 12, 2019</u>
Subject:	<u>Adoption of an Ordinance Approving</u> <u>Memorandums of Understanding with</u> <u>the Police Guild representing Patrol</u> <u>and the Police Guild Representing</u> <u>Sergeants</u>	Prepared by:	<u>Debbie Lund</u> <u>HR Coordinator</u>
		Atty Routing No.:	<u>075-19</u>
		Atty Review Date:	<u>November 5, 2019</u>

Summary: Washington state adopted a new paid sick leave law effective January 1, 2018. This law has been interpreted to disallow employment policies that may act to penalize an employee for the use of paid sick leave. City staff has determined that a provision in the two Port Orchard Police Guild (“Guild”) collective bargaining agreements (“CBAs”) could be interpreted to be such a penalty, and the parties have agreed to update the CBAs to address this potential issue. Therefore, a memorandum of understanding (MOU) has been agreed to between the City and the Guild to address that potential concern.

In addition, a Guild-represented employee recently inquired as to the treatment of jury duty pay. Upon researching an answer to the question, staff determined that the Guild contracts were not updated to reflect the current City policy of allowing employees who serve on jury duty to keep their daily jury duty pay. Therefore, an MOU has been agreed to between the City and the Guild that will make the Guild contracts consistent with City policy.

The attached Ordinance is for the approval of the two MOUs, and provides the Mayor with authorization to execute the MOUs.

Recommendation: Staff recommends approving the Ordinance as presented.

Relationship to Comprehensive Plan: N/A

Motion for consideration: “I move to adopt an Ordinance which authorizes the Mayor Pro-Tem to sign a Memorandum of Understanding with the Police Guild representing Patrol Officers and a Memorandum of Understanding with the Police Guild representing Sergeants to revise the language in Article 10.7.2 and 14.1 of each of the respective collective bargaining agreements.”

Fiscal Impact: N/A

Alternatives: Do not approve Ordinance and provide alternative guidance.

Attachments: Ordinance, Redlined version of language for information (The MOU’s are not public documents until approved by Council and signed by the parties and are therefore not attached).

This Page Intentionally Left Blank

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF PORT ORCHARD, WASHINGTON, APPROVING THE AGREED MODIFICATION OF A PROVISION CONTAINED IN BOTH THE CITY'S COLLECTIVE BARGAINING AGREEMENTS WITH THE POLICE GUILD REPRESENTING PATROL OFFICERS AND THE POLICE GUILD REPRESENTING SERGEANTS; PROVIDING FOR SEVERABILITY AND PUBLICATION; AND SETTING AN EFFECTIVE DATE.

WHEREAS, Washington state adopted a new paid sick leave law effective January 1, 2018, which has been interpreted to disallow employment policies that may act to penalize an employee for the use of paid sick leave; and

WHEREAS, City staff has determined that a provision in the two Port Orchard Police Guild ("Guild") collective bargaining agreements ("CBAs") could be interpreted to be such a penalty, and the parties have agreed to update the CBAs to address this potential issue; and

WHEREAS, during negotiations, the parties did not update the Guild CBAs to reflect the current City policy of allowing employees who serve on jury duty to keep their daily jury duty pay; and

WHEREAS, the City desires to make the contracts consistent with City policy, and the parties have agreed to update the CBAs to address this issue; and

WHEREAS, the City and the Guild are in agreement that the proposed revisions to the CBAs are in the best interest of both parties; now, therefore,

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

SECTION 1. The City Council hereby authorizes the Mayor Pro-Tem to sign a Memorandum of Understanding with the Police Guild representing the Patrol Officer Employees to modify the language of Article 10.7.2 and Article 14.1 of the 2019-2021 collective bargaining agreement to reflect the language as presented in the Memorandum of Understanding which is attached hereto as Exhibit A.

SECTION 2. The City Council hereby authorizes the Mayor Pro-Tem to sign a Memorandum of Understanding with the Police Guild representing the Sergeant Employees to modify the language of Article 10.7.2 and Article 14.1 of the 2019-2021 collective bargaining agreement to reflect the language as presented in the Memorandum of Understanding which is attached hereto as Exhibit B.

SECTION 3. Severability. If any section, sentence, clause or phrase of this Ordinance should be held to be unconstitutional or unlawful 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.

SECTION 4. Publication. This Ordinance shall be published by an approved summary consisting of the title.

SECTION 5. Effective Date. This Ordinance shall take effect and be in full force and effect five days after publication, as provided by law.

PASSED by the City Council of the City of Port Orchard, APPROVED by the Mayor Pro-Tem and attested by the Clerk in authentication of such passage this 12th day of November 2019.

Bek Ashby, Mayor Pro-Tem

ATTEST:

SPONSOR:

Brandy Rinearson, MMC, City Clerk

John Clauson, Councilmember

APPROVED AS TO FORM:

Sharon Cates, City Attorney

PUBLISHED:

EFFECTIVE DATE:

Sergeants Contract:

10.7 HOLIDAY STAFFING

10.7.1 Employees on light duty assignments are eligible to work on a holiday and to receive “holiday pay” (described in Section 10.3 above), provided that the employee provides his or her supervisor with a work plan for that day. If the supervisor agrees that there is significant work for the employee, a recommendation will be made to the Chief of Police, who will make the final decision and notify the employee of that decision ten (10) days in advance of the holiday.

10.7.2 In order to be eligible to receive “holiday pay” (described in Section 10.3 above), the employee must work his/her regularly scheduled shift immediately preceding, or immediately ~~following~~ thereafter, the shift worked on the subject holiday. ~~unless~~ except if the employee is on sick leave or other protected leave due to illness or injury during such shift.

Patrol Contract:

10.7 HOLIDAY STAFFING

10.7.1 Employees on light duty assignments are eligible to work on a holiday and to receive “holiday pay” (described in Section 10.3 above), provided that the employee provides his or her supervisor with a work plan for that day. If the supervisor agrees that there is significant work for the employee, a recommendation will be made to the Chief of Police, who will make the final decision and notify the employee of that decision ten (10) days in advance of the holiday.

10.7.2 In order to be eligible to receive “holiday pay” (described in Section 10.3 above), the employee must work his/her regularly scheduled shift immediately preceding, or immediately ~~thereafter~~following, the shift worked on the subject holiday, ~~except if~~unless the employee is on sick leave ~~due to illness or injury or other protected leave during such shift.~~

Language in both Patrol and Sergeants Contracts

14.1 CIVIL LEAVE - Any necessary leave may be allowed by the Director of a Department to permit any employee to serve as a member of a jury. Each employee who is granted such leave and who, for the performance of the jury duties involved received any compensation shall be paid by the Employer for the time he/she is absent ~~only in the amount of the difference between their regular salary and the compensation received for jury duty, exclusive of travel and any other reimbursable allowance.~~ The City does not require employees to remit payments for jury duty service to the City, including for periods of paid leave.

This Page Intentionally Left Blank



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 7F</u>	Meeting Date:	<u>November 12, 2019</u>
Subject:	<u>Adoption of a Resolution Adopting the</u>	Prepared by:	<u>Brandy Rinearson, MMC</u>
	<u>Lodging Tax Advisory Committee's</u>		<u>City Clerk</u>
	<u>Recommendation for 2020 Funding</u>	Atty Routing No.:	<u>N/A</u>
	<u>Allocation</u>	Atty Review Date:	<u>N/A</u>

Summary: On October 1, 2019, the Lodging Tax Advisory Committee heard presentations from applicants who are requesting funds for 2020; and on October 2, 2019, the Committee met to discuss the applications and to provide Council a recommendation of the fund allocations.

During the October 15, 2019, Work Study Session, Council discussed the Committee's recommendation of \$100,000 as follows:

Organization/Event	FY's 2020 Funds Requested	Committee Recommendation
City-Foot Ferry Services	\$7,000	\$2,500
Fathoms O' Fun Festival-Events/Marketing	\$32,500	\$21,000
Kitsap Mustang Club	\$2,500	\$2,500
POBSA-Events/Tourism Marketing	\$10,700	\$7,500
POBSA-Marking/Events	\$28,345	\$15,000
Port Orchard Chamber of Commerce-Explore Port Orchard Coalition-Tourism Marketing	\$12,500	\$12,500
Port Orchard Chamber of Commerce-Seagull Calling Festival/Events	\$3,000	\$3,000
Port Orchard Chamber of Commerce-Visitor Center	\$10,000	\$10,000
Saint's Car Club (The Cruz)	\$3,000	\$3,000
Sidney Museum & Arts Association-Marking	\$6,460	\$5,000
Visit Kitsap	\$18,000	\$18,000
Total	\$134,005	\$100,000

Council had no objections with the recommendations.

Recommendation: Staff recommends adoption of a resolution approving the lodging tax recommendations for 2020, as presented.

Relationship to Comprehensive Plan: None.

Motion for consideration: I move to adopt a resolution, adopting the Lodging Tax Advisory Committee's recommendation for the 2020 funding allocation as presented.

Fiscal Impact: \$100,000 has been budgeted in the 2020 expenditure portion of the 2019/2020 Biennial Budget.

Alternatives: N/A

Attachments: Resolution.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF PORT ORCHARD, WASHINGTON, ADOPTING THE LODGING TAX ADVISORY COMMITTEE’S RECOMMENDATION FOR 2020 FUNDING ALLOCATION.

WHEREAS, on August 16, 2019 and August 30, 2019, notice was sent that the City was accepting proposals for Hotel/Motel Lodging Tax funding applications for 2020; and

WHEREAS, proposals were due to the City Clerk no later than September 9, 2019; which 11 applications were received; and

WHEREAS, on October 1, 2019, the Lodging Tax Advisory Committee met with each of the applicants who presented their proposals; and

WHEREAS, on October 2, 2019, the Lodging Tax Advisory Committee met to review the applications and provide their recommendations to City Council; and

WHEREAS, during the October 15, 2019, work study meeting, City Council reviewed the 2020 Lodging Tax Advisory Committee’s recommendations and agreed with the recommendations; now, therefore,

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

THAT: The City Council accepts the Lodging Tax Advisory Committee’s 2020 lodging tax recommendations as follows:

Organization/Event	FY’s 2020 Funds Requested	Committee Recommendation
City-Foot Ferry Services	\$7,000	\$2,500
Fathoms O’ Fun Festival-Events/Marketing	\$32,500	\$21,000
Kitsap Mustang Club	\$2,500	\$2,500
POBSA-Events/Tourism Marketing	\$10,700	\$7,500
POBSA-Marking/Events	\$28,345	\$15,000
Port Orchard Chamber of Commerce-Explore Port Orchard Coalition-Tourism Marketing	\$12,500	\$12,500
Port Orchard Chamber of Commerce-Seagull Calling Festival/Events	\$3,000	\$3,000
Port Orchard Chamber of Commerce-Visitor Center	\$10,000	\$10,000
Saint’s Car Club (The Cruz)	\$3,000	\$3,000
Sidney Museum & Arts Association-Marking	\$6,460	\$5,000
Visit Kitsap	\$18,000	\$18,000
Total	\$134,005	\$100,000

PASSED by the City Council of the City of Port Orchard, SIGNED by the Mayor Pro-Tem and attested by the City Clerk in authentication of such passage this 12th day of November 2019.

Bek Ashby, Mayor Pro-Tem

ATTEST:

Brandy Rinearson, MMC, City Clerk



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 7G</u>	Meeting Date:	<u>November 12, 2019</u>
Subject:	<u>Adoption of a Resolution Approving an</u>	Prepared by:	<u>Mark Dorsey, P.E.</u>
	<u>Interlocal Agreement with the City of</u>		<u>Public Works Director</u>
	<u>Bremerton for the Purchase and Sale of</u>	Atty Routing No:	<u>500-18</u>
	<u>Water Assets Within the 580 Zone</u>	Atty Review Date:	<u>November 6, 2019</u>

Summary: In accordance with Chapter 39.43 RCW (Interlocal Cooperation Act), and being a function of the overall Water Campus Improvements needed to repeal the current water moratorium within the City of Port Orchard’s Retail Water Service Area - 580 Zone (Ordinance No.’s 020-19, 020-19A and 039-19) currently scheduled for November 26, 2019, and in conjunction with the pending First Amendment to the 2007 Reimbursement Agreement for Utility System Improvements between the City of Port Orchard and McCormick Communities, LLC and a pending new Agreement Between the City of Bremerton and McCormick Communities, LLC, ***the City of Port Orchard and the City of Bremerton have now agreed to the terms and conditions by which certain water-related assets owned by the City of Port Orchard will be transferred to the City of Bremerton through the purchase of water from the City of Bremerton.*** It is anticipated that once this Interlocal Agreement (attached) is approved by the Port Orchard City Council, the Bremerton City Council will provide their needed approval prior to the November 26, 2019 City of Port Orchard Regular Meeting. Finally, please find attached the executed Request for South Kitsap Fire Rescue Support Letter dated October 10, 2019.

Relationship to Comprehensive Plan. Chapter 7 – Utilities

Recommendation: Staff recommends that the City Council adopt a Resolution, thereby authorizing the Mayor Pro-Tem to execute an Interlocal Agreement with the City of Bremerton for the purchase and sale of water assets within the 580 Zone.

Motion for Consideration: I move to adopt a Resolution, thereby authorizing the Mayor Pro-Tem to execute an Interlocal Agreement with the City of Bremerton for the purchase and sale of water assets within the 580 Zone.

Fiscal Impact: The City of Bremerton desires to purchase the City of Port Orchard’s 580 Zone Transmission Main, Reservoir, Property and Distribution Main through the sale and delivery of water in the 580 Zone on a interim basis, until system improvements are completed that will allow for the separation of the two systems.

Alternatives: None.

Attachments: Resolution, Interlocal Agreement, SKFR Executed Letter (dated October 10, 2019), Proposed Water Campus Map.

This Page Intentionally Left Blank

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF PORT ORCHARD APPROVING AN INTERLOCAL AGREEMENT WITH THE CITY OF BREMERTON FOR THE PURCHASE AND SALE OF WATER AND WATER SYSTEMS ASSETS IN THE 580 ZONE.

WHEREAS, in accordance with Chapter 39.34 RCW, the “Interlocal Cooperation Act”, the City is authorized to contract with other governmental agencies to provide services that the City is authorized to perform; and

WHEREAS, Bremerton and Port Orchard each own and operate separate 580 Zone water systems that are contiguous to each other; and

WHEREAS, Bremerton and Port Orchard share the use of an existing 16” water transmission main (Transmission Main) and an existing 0.45 MG storage reservoir (“Reservoir”) located within the 580 Zone under the terms of an existing Interlocal agreement; and

WHEREAS, Port Orchard currently owns, operates and maintains the 580 Zone Transmission Main, Reservoir, and underlying 4.63-acre property listed under tax parcel number 082301-2-001-2005 (“Property”); and

WHEREAS, Port Orchard currently owns, operates and maintains an 8” water distribution main and fire hydrant (“Distribution Main”) serving McCormick Village Park within Bremerton Water Service Area, which must be conveyed to Bremerton in accordance with the Kitsap County Coordinated Water System Plan; and

WHEREAS, Port Orchard is constructing additional storage within its 580 Zone, which will allow for the surplus sale of the above-mentioned Reservoir, Transmission Main, Property, and Distribution Main to Bremerton; and

WHEREAS, Bremerton desires to purchase, own, operate, and maintain the City of Port Orchard’s existing 580 Zone Reservoir, Transmission Main, Distribution Main, and Property; and

WHEREAS, Bremerton currently has an easement, recorded under Auditor’s File Number 201006020014, which allows for the future construction of water storage reservoirs on property which is owned by Port Orchard and listed under tax parcel number 072301-1-006-2003, adjacent to the Property; and

WHEREAS, Bremerton desires to purchase Port Orchard’s 580 Zone Transmission Main, Reservoir, Property, and Distribution Main through the sale and delivery of water to Port Orchard in the 580 Zone on an interim basis, until system improvements are completed that will allow for the separation of the two systems; and

WHEREAS, Bremerton currently sells water to Port Orchard in the 580 Zone, and there is an existing agreement in place that establishes the water volumes and flowrates which apply to the sale of water to Port Orchard; and

WHEREAS, Port Orchard owns Well 11 in the 580 Zone for which Port Orchard has secured Permits to Appropriate Public Waters equal to 750 gallons per minute and is pursuing the development of Well 11 to replace the current shallow Wells 1, 2, and 3; and

WHEREAS, Port Orchard has required McCormick Communities to drill and pump test the future Well 12 in the 580 Zone; and

WHEREAS, Bremerton and Port Orchard wish to define the terms and conditions by which Port Orchard will purchase water and Bremerton, in turn, will assume ownership, operations, and maintenance of the City of Port Orchard's 580 Zone Reservoir, Transmission Main, Distribution Main, and Property; and

WHEREAS, the South Kitsap School District owns real property for the development of a future high school (School Site) which will require substantial fire flow. This property is listed under tax parcel number 0523010-3-037-2004; and

WHEREAS, it is Bremerton and Port Orchard's desire to reduce above average water use in Port Orchard's 580 Zone; and

WHEREAS, the City Council finds it in the public interest to authorize the Mayor to execute the proposed Interlocal Agreement for Purchase and Sale of Assets in the 580 Zone with the City of Bremerton which is attached to this Resolution as Exhibit "1"; now, therefore

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

Section 1. Agreement Authorized. The Mayor is hereby authorized to execute the Interlocal Agreement for Purchase and Sale of Assets in the 580 Zone with the City of Bremerton in substantially the form attached hereto as Exhibit "1".

Section 2. Posting on Website Required. Pursuant to RCW 39.34.040, once this Agreement has been executed by both Port Orchard and Bremerton, the City Clerk is directed to post a copy of this Agreement on the City's website.

PASSED by the City Council of the City of Port Orchard, SIGNED by the Mayor Pro-Tem and attested by the City Clerk in authentication of such passage this 12th day of November 2019.

Bek Ashby, Mayor Pro-Tem

Attest:

Brandy Rinearson, MMC, City Clerk

**INTERLOCAL AGREEMENT FOR PURCHASE AND SALE
OF ASSETS IN THE 580 ZONE**

This Interlocal Agreement ("Agreement") is entered into by and between the City of Bremerton, a municipal corporation of the first class ("Bremerton"), and the City of Port Orchard, a municipal corporation of the first class ("Port Orchard").

RECITALS

WHEREAS, Bremerton and Port Orchard each own and operate separate 580 Zone water systems that are contiguous to each other; and

WHEREAS, Bremerton and Port Orchard share the use of an existing 16" water transmission main (Transmission Main) and an existing 0.45 MG storage reservoir ("Reservoir") located within the 580 Zone under the terms of an existing interlocal agreement; and

WHEREAS, Port Orchard currently owns, operates and maintains the 580 Zone Transmission Main, Reservoir, and underlying 4.63-acre property listed under tax parcel number 082301-2-001-2005 ("Property") as shown on **Exhibit A**; and

WHEREAS, Port Orchard currently owns, operates and maintains an 8" water distribution main and fire hydrant ("Distribution Main") serving McCormick Village Park within Bremerton Water Service Area, which must be conveyed to Bremerton in accordance with the Kitsap County Coordinated Water System Plan; and

WHEREAS, Port Orchard is constructing additional storage within its 580 Zone, which will allow for the surplus sale of the above-mentioned Reservoir, Transmission Main, Property, and Distribution Main to Bremerton; and

WHEREAS, Bremerton desires to purchase, own, operate, and maintain the City of Port Orchard's existing 580 Zone Reservoir, Transmission Main, Distribution Main, and Property; and

WHEREAS, Bremerton currently has an easement, recorded under Auditor's File Number 201006020014, which allows for the future construction of water storage reservoirs on property which is owned by Port Orchard and listed under tax parcel number 072301-1-006-2003, adjacent to the Property, as shown on **Exhibit A**; and

WHEREAS, Bremerton desires to purchase Port Orchard's 580 Zone Transmission Main, Reservoir, Property, and Distribution Main through the sale and delivery of water to Port Orchard in the 580 Zone on an interim basis, until system improvements are completed that will allow for the separation of the two systems; and

WHEREAS, Bremerton currently sells water to Port Orchard in the 580 Zone, and there is an existing agreement in place that establishes the water volumes and flowrates which apply to the sale of water to Port Orchard attached as **Exhibit B**; and

WHEREAS, Port Orchard owns Well 11 in the 580 Zone for which Port Orchard has secured Permits to Appropriate Public Waters equal to 750 gallons per minute and is pursuing the development of Well 11 to replace the current shallow Wells 1, 2, and 3; and

WHEREAS, Port Orchard has required McCormick Communities to drill and pump test the future Well 12 in the 580 Zone; and

WHEREAS, Bremerton and Port Orchard wish to define the terms and conditions by which Port Orchard will purchase water and Bremerton, in turn, will assume ownership, operations, and maintenance of the City of Port Orchard's 580 Zone Reservoir, Transmission Main, Distribution Main, and Property; and

WHEREAS, the South Kitsap School District owns real property for the development of a future high school (School Site) which will require substantial fire flow. This property is listed under tax parcel number 0523010-3-037-2004; and

WHEREAS, it is Bremerton and Port Orchard's desire to reduce above average water use in Port Orchard's 580 Zone;

NOW, THEREFORE, based upon the above recitals, and in consideration of the mutual covenants contained herein, the parties hereby warrant, covenant, and agree as follows:

AGREEMENT

1. Existing and Future Agreements.

- 1.1 Existing 580 Zone Agreement. The existing Interlocal Agreement for Cooperative Water System Development in the Port Orchard 580 Zone/Bremerton 580 Zone date December 26, 2001 is hereby terminated. (See **Exhibit B**)
- 1.2 Future Emergency Intertie. Port Orchard and Bremerton agree to consider an emergency intertie agreement at the conclusion of this Agreement.

2. Assets Purchased and Liabilities Assumed.

- 2.1 Assets Purchased. On the terms and conditions hereinafter set forth, Bremerton agrees to purchase from Port Orchard, and Port Orchard agrees to sell to Bremerton, all of the assets of Port Orchard relating to the existing 0.45 MG Reservoir; existing 16-inch Transmission Main; existing 8" Distribution Main, Fire Hydrant and Meters in McCormick Village Park; and Tax Parcel 082301-2-001-2005 (the "Purchased Assets"), as listed in **Exhibit C**, upon completion and agreement of the below:
 - a. A new Port Orchard 580 Zone water storage reservoir will be completed on tax parcel 072301-1-006-2003 by April 30, 2021.

- b. Port Orchard will continue the active operation and maintenance of the existing Reservoir; Transmission Main; Distribution Main; and Property including all scheduled maintenance and inspections until the transfer of ownership to Bremerton is complete.
- c. Bremerton will vacate the Water Reservoir Easement on tax parcel 072301-1-006-2003 and recorded under auditors file number 201006020014, attached in **Exhibit A**.
- d. Port Orchard will modify the existing drain piping for the Reservoir to allow shared use of the drainage pipe and pond, if necessary, as shown in **Exhibit A**.
- e. Port Orchard will grant to Bremerton an easement for the 8” Distribution Main, Fire Hydrant and three Water Meters serving McCormick Village Park.

2.2 These improvements allow the complete separation of the two water systems with the exception of any service connection or emergency intertie allowed by the two parties. The sale of the Purchased Assets shall be by a Deed of Conveyance in the form of **Exhibit D** attached hereto and no warranty as to the condition of the Purchased Assets shall be provided. The real estate associated with the purchased assets shall be conveyed by Quit Claim Deed in the form of **Exhibit E** attached hereto.

2.3 Assignment of Contract Rights. Contract rights and licenses relating to the Purchased Assets shall be assigned to Bremerton pursuant to such instruments of assignment as are mutually acceptable to and agreed by Bremerton and Port Orchard and their respective legal counsel. Port Orchard shall obtain any required consents or waivers with respect to such assignments at or prior to Closing.

3. Purchase Price.

The total purchase price for Purchased Assets is established as **\$804,000** and will be paid on the basis of the value of water sold to Port Orchard over an extended period of time as outlined below:

3.1 Purchased Assets Value. The value of the Reservoir and Property tax parcel #082301-2-001-2005 (including appurtenances) is established at \$434,000.

3.2 Purchased Asset Value. The total length of the transmission main is 6,900 feet. The value of the asset is established at \$345,000.

3.3 Purchased Asset Value. The value of the Distribution Main, Fire Hydrant and three Water Meters serving McCormick Village Park is established at \$25,000. The total length of the distribution main is approximately 330 feet. An easement shall be provided to Bremerton.

3.4 Water Value. The value of the water supplied to the Port Orchard 580 Zone by Bremerton shall be calculated at 95% of Bremerton's most current published outside retail water service rates with no monthly service charge.

4. Rate of Water Supplied to Port Orchard by Bremerton.

Bremerton agrees that water supplied to Port Orchard between the effective date of this Agreement and the completion of the new Port Orchard 580 Zone Reservoir, Well 11, and Well 12 improvements (the date on which the last component is completed or the expiration of the Term of this Agreement pursuant to Section 10 below, whichever occurs first) shall be 750 Gallons Per Minute (GPM) as the maximum rate of supply required to supplement and deliver Port Orchard's Maximum Day Demand. This commitment shall not survive the Term of this Agreement.

Port Orchard and Bremerton agree to cooperatively provide adequate fire flow to the School Site. Bremerton agrees to collaborate with Port Orchard when determining the fire flow capacity available from both utilities. Any infrastructure required to provide adequate fire protection will be determined by both Bremerton and Port Orchard.

5. Water Quality.

Bremerton agrees to deliver water to Port Orchard at the purity and quality in effect for residential customers of Bremerton. Port Orchard agrees to deliver water to Bremerton at the purity and quality in effect to residential customers of Port Orchard, except that water delivered by Port Orchard to Bremerton shall not be fluoridated. In the event of water quality problems in either system, Bremerton and Port Orchard agree to work cooperatively and diligently to determine the source/location of the problem and correct it. Regardless of the source/location of water quality problems, each party agrees to assume the cost of correcting water quality problems within its own system.

6. Port Orchard Commitment for Source and Storage.

Port Orchard agrees to ensure that the new Port Orchard 580 Zone Reservoir is completed and operational by April 30, 2021. Port Orchard agrees to prepare complete bid ready PS&E for the Well 11 Project in 2020 and pursue construction in 2021. Port Orchard has secured a commitment from McCormick Communities for the construction of Well 12.

6.1 McCormick Village Splash Pad. Port Orchard agrees to retrofit the Splash Pad at McCormick Village Park with a recirculating water supply system by April 30, 2021.

6.2 McCormick Village Park. Bremerton agrees not to charge Port Orchard for water used at McCormick Village Park until May 1, 2021 at which time Bremerton will assume ownership of any Water Meters serving said Park.

6.3 Port Orchard Water Conservation Program. Port Orchard will establish and

implement a Water Conservation Program designed for the users of the McCormick Woods Water System. The goal of this program is to reduce domestic water consumption in the Port Orchard 580 Zone. Conservation efforts by Port Orchard will be enumerated in the annual Water Use Efficiency report to the Office of Drinking Water and is available online through Sentry Internet on the Office of Drinking Water website.

- 6.4** Drought Conditions. During drought conditions or other supply shortages suffered by Bremerton for any reason, it is agreed that Port Orchard customers supplied with water will comply with similar restrictions and conservation measures required or requested of Bremerton customers according to Bremerton's Water Shortage Contingency Plan.
- 6.5** Alternative Sources. Port Orchard agrees to actively pursue the development of alternative sources for the 580 Zone. Projects for consideration to accomplish this include installing an intertie between Port Orchard's 390 and 580 Zones and development of an alternative and/or additional well site.

7. Accounting.

- 7.1** Accounting for Water Supplied to Port Orchard in the 580 Zone. Bremerton will provide a quarterly accounting of Port Orchard's water consumption in the 580 Zone and billing under the existing agreements located in **Exhibit B** but defer any payment by Port Orchard until the purchase price of the Reservoir, Property, Distribution Main, and Transmission Main has been satisfied in accordance with this Agreement. The quantity of water delivered to Port Orchard shall be determined by Bremerton by deducting the volume measured by the three 10-inch master meters (Account numbers 4647120, 4647110, 4647090) from the total volume delivered by Pump Station 2A as measured by the pump station mag meter (Account number 4626960).
- 7.2** Value of Water Supplied to Port Orchard. Bremerton will provide an accounting at the end of each year that identifies the value of water consumed by Port Orchard which has been applied to the amount owed by Bremerton.

8. Taxes.

- 8.1** Taxes Resulting from Sale. To the extent applicable to this transaction, Bremerton shall be responsible for and shall pay at closing all local and state use or excise taxes that are applicable on the sale of the Purchased Assets to Bremerton, if any. Bremerton and Port Orchard agree to split equally the excise taxes due on the real property conveyed by Port Orchard to Bremerton.
- 8.2** Prior Taxes Owing. Port Orchard shall be responsible for all personal property taxes, B&O taxes, and other taxes owing in connection with the conduct of Port Orchard's business prior to Closing.

9. Closing Date and Delivery Date of the Assets.

The Closing shall be scheduled at such time as mutually agreed that the physical separation of the two water systems is possible without a detrimental effect on either system. At the Closing, Port Orchard shall deliver to Bremerton the Deed of Conveyance in the form attached hereto as **Exhibit D** and shall convey the real estate by Quit Claim deed in the form attached hereto as **Exhibit E**.

10. Term.

It is understood by both parties that this Agreement should remain in effect until such time that Port Orchard has acquired adequate source to provide water to Port Orchard's 580 Zone. The term of this Agreement shall run from the date of this Agreement until December 31, 2024. Upon written agreement, the term of this Agreement may be extended by the Mayor of each of the parties hereto, for successive one-year terms with the same terms and conditions.

11. Notices.

All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered or if mailed, by United States certified or registered mail, postage prepaid, to the parties or their assignees at the following addresses (or at such other single address as shall be given in writing by one party to the other):

Notice to Bremerton shall be sent to:
City of Bremerton
Attn: Public Works & Utilities Director
100 Oyster Bay Avenue North
Bremerton, WA 98312

Notice to Port Orchard shall be sent to:
City of Port Orchard
Attn: Public Works Director
216 Prospect Street
Port Orchard, WA 98366

12. Severability.

If any portion of the Agreement or its application is held invalid, the remainder of the Agreement or the application of the remainder of this Agreement shall not be affected.

13. Modification.

This Agreement represents the entire agreement between the parties. No change,

termination, or attempted waiver of any of the provisions of this Agreement shall be binding on either of the parties unless executed in writing by authorized representatives of each of the parties.

14. Benefit.

This Agreement shall be binding upon, and inure to the benefit of, the respective legal representatives, beneficiaries, successors and assigns of Port Orchard and Bremerton. Without limiting the foregoing, Port Orchard's rights hereunder may be enforced by it in its own name. In the event that Bremerton causes the assets and business of Port Orchard to be transferred to some other corporation, the rights of Bremerton and of Port Orchard hereunder may be enforced by such other corporation in its own name.

15. Dispute Resolution.

Any claim by either party against the other related to this Agreement shall be filed in Kitsap County Superior Court. Each party is responsible for its own attorney's fees and litigation costs.

16. Indemnification.

Each party shall defend, indemnify and hold the other party, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, including all legal costs and attorney fees, arising out of or in connection with its performance of this Agreement. In cases of concurrent fault of the City and County, the provision requiring each party to defend, indemnify and hold harmless the other party are valid and enforceable only to the extent of the fault of the respective party.

17. Entire Agreement.

This Agreement (including all exhibits and schedules attached hereto and all documents delivered as provided for herein) supersedes all oral statements and representations and contains the entire agreement among the parties hereto with respect to the subject matter hereof and the transactions contemplated hereby.

18. Effective Date.

This Agreement shall become effective upon execution by both parties.

IN WITNESS WHEREOF, the parties below have duly executed this Agreement.

CITY OF BREMERTON

CITY OF PORT ORCHARD

By: Greg Wheeler
its: Mayor

By: Robert Putaansuu
its: Mayor

Date: _____

Attest:

City Clerk

Approved as to form:

Roger A. Lubovich
City Attorney

Date: _____

Attest:

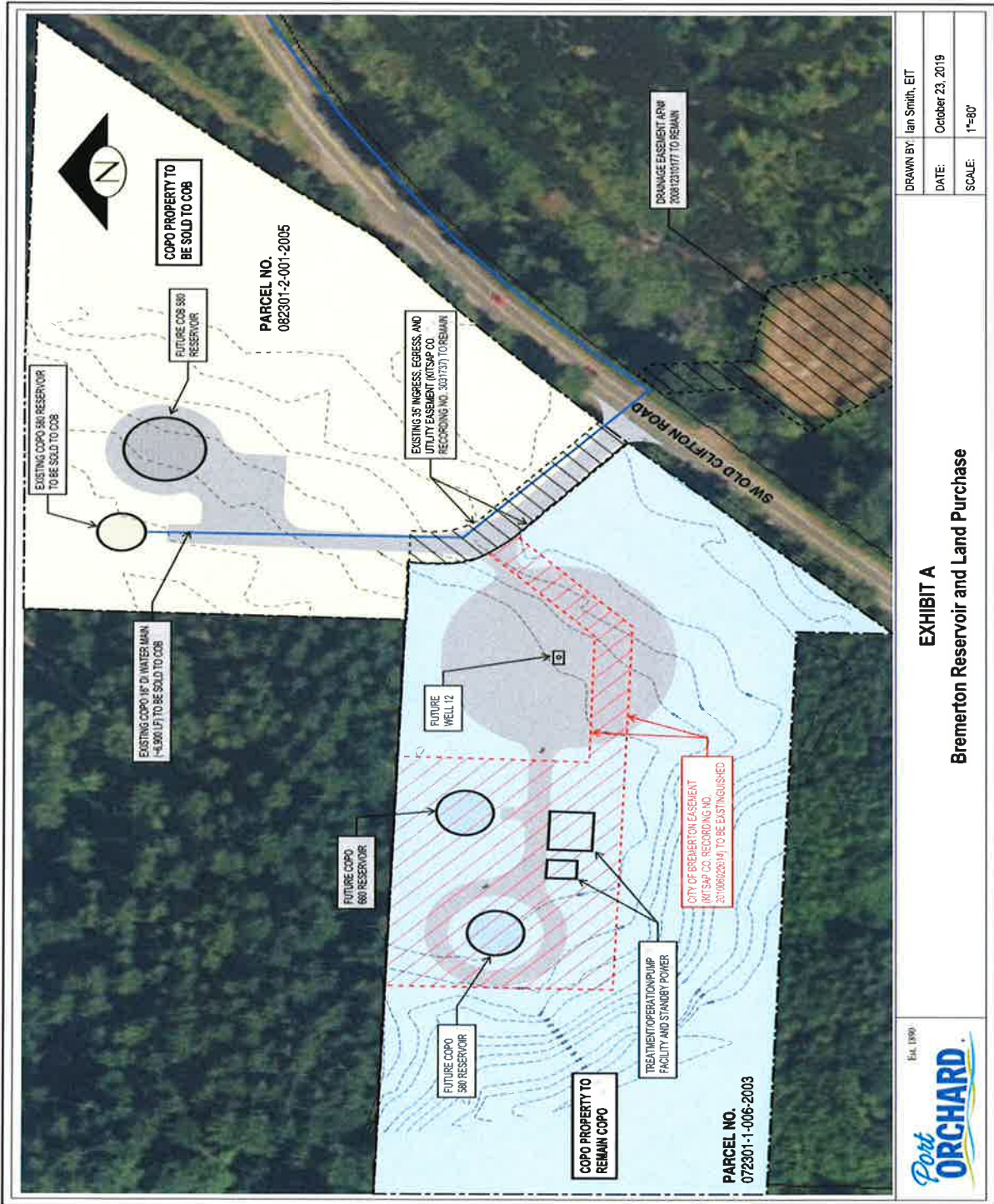
City Clerk

Approved as to form:

Jennifer S. Robertson
Attorney for Port Orchard

EXHIBIT A

BREMERTON RESERVOIR AND LAND PURCHASE



DRAWN BY:	Ian Smith, EIT
DATE:	October 23, 2019
SCALE:	1"=80'

EXHIBIT A
Bremerton Reservoir and Land Purchase



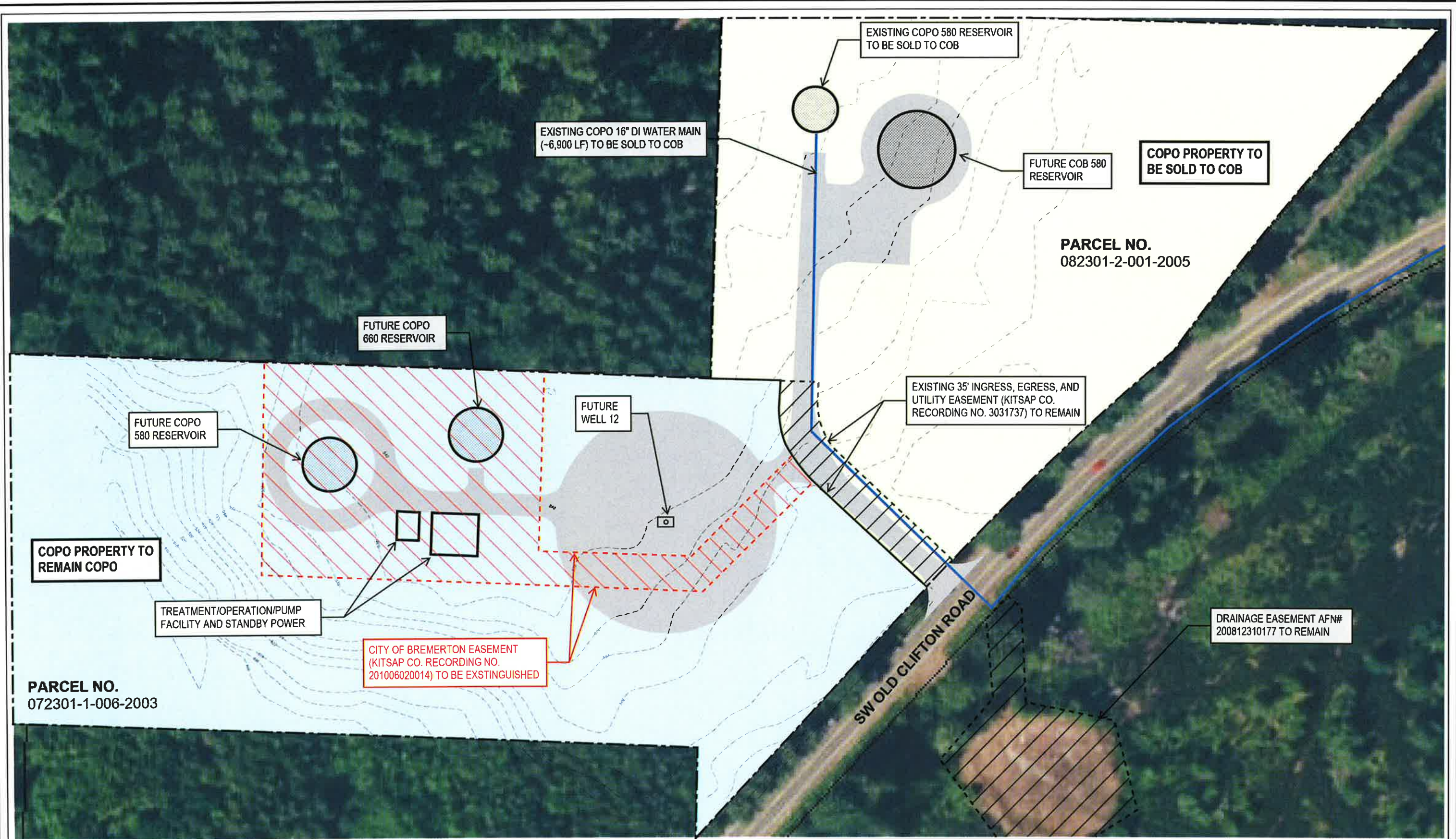


EXHIBIT A
Bremerton Reservoir and Land Purchase

DRAWN BY:	Ian Smith, EIT
DATE:	October 23, 2019
SCALE:	1"=80'

EXHIBIT B

**INTERLOCAL AGREEMENT FOR COOPERATIVE WATER SYSTEM DEVELOPMENT
IN THE PORT ORCHARD 580 ZONE/BREMERTON 580 ZONE
INCLUDING ADDENDUM NO. 1 TO INTERLOCAL AGREEMENT**

**INTERLOCAL AGREEMENT
for
Cooperative Water System Development
in the
Port Orchard 580 Zone / Bremerton 580 Zone**

THIS AGREEMENT is made and entered into this 24th day of December, 2001, by and between the CITY OF BREMERTON, a municipal corporation, hereinafter referred to as Bremerton, and the CITY OF PORT ORCHARD, hereinafter referred to as Port Orchard.

FACTUAL BACKGROUND:

1. Port Orchard's 580 zone water system and the Bremerton's 580 zone water system abut at Old Clifton Road.
2. Reliability and Efficiency of Service - Port Orchard and Bremerton desire to provide the highest reliability of service to their customers at reasonable cost. The Cities recognize that water resources are finite and vulnerable and that prudent use and management of these resources can be facilitated by cooperation among water utilities. The Cities agree that cooperation in the construction, operation and management of the water systems that serve the Port Orchard 580 and Bremerton 580 zones will:
 - Improve overall system reliability,
 - Enhance the manageability of the systems,
 - Provide opportunities for conjunctive use of water supplies,
 - Delay the need to develop new water sources, and
 - Result in cost efficiencies for both systems
3. Deferral/Phasing of Bremerton Infrastructure - Currently, Bremerton has no significant system improvements in its 580 zone. To serve the 580 zone, Bremerton must construct new pumping, storage, transmission and distribution facilities. Port Orchard has existing storage and transmission mains in its 580 zone. These facilities have excess capacity on an interim basis. The Port Orchard 580 and Bremerton 580 zones can be made hydraulically consistent so that the excess capacity of the Port Orchard system can be utilized by Bremerton. Cooperation with Port Orchard will allow phasing of Bremerton system improvements, deferring capital expenditures and reducing the overall system cost.
4. Sharing of Existing Port Orchard Reservoir Site - Bremerton requires a site for a future reservoir to serve its 580 zone. Port Orchard owns a site at the regional topographic high point. The site is large enough to accommodate a future Bremerton reservoir.
5. Elimination of Duplicate Pump Stations - A portion of the Port Orchard service area is too high to be served by the existing Port Orchard 580 zone reservoir. Port Orchard plans to create a new 660 pressure zone, served by a new pump station, to serve this high area. A portion of the Bremerton 580 zone is also too high to be served by its future Bremerton reservoir and

service to this area will also require a new high pressure zone and pump station. It is logical and cost effective to coordinate service to these adjacent high areas so that only a single new high pressure zone and pump station is required.

6. Satisfaction of Port Orchard Water Source Requirements - Port Orchard requires an additional source of supply to satisfy its 2017 system growth projections. Port Orchard has applications pending for additional water rights, but the ultimate disposition of these applications is uncertain. Bremerton has available source of supply to provide to the City of Port Orchard on a long term, uninterrupted basis.

7. RCW 39.34 and 35.92.200 empower Bremerton and Port Orchard to enter into a cooperative agreement for providing outside water service.

IT IS AGREED:

1. **COOPERATIVE WATER SYSTEM DEVELOPMENT PLAN:** Port Orchard and Bremerton agree to cooperate in the design, installation, operation and management of major water system infrastructure and water supply to serve the Port Orchard 580 zone, the Bremerton 580 Zone and the future Port Orchard/Bremerton 660 zone, as outlined in the attached Cooperative Water System Development Plan, (The Cooperative Plan). The Cooperative Plan, which is attached and made a part hereof, has been reviewed and is approved upon adoption of the Interlocal Agreement by the City Councils for Bremerton and Port Orchard.

2. **SERVICE AREA:** Nothing in this agreement is to be construed as changing or altering the water service area boundaries that exist as of the date of this agreement.

3. **RESALE:** Water supplied under this agreement shall not be resold to third party utilities without the prior written consent of the supplying utility.

4. **WATER SUPPLY:**

4200 Feigley Property - Port Orchard agrees to supply water for domestic use and fireflow to the 4200 Feigley Property from its 580 pressure zone via its 16 inch water main in Old Clifton Road, until such time as a separate Bremerton watermain in Old Clifton Road (or its equivalent) is constructed and operational. Fireflow rates/volumes and domestic/ fireflow service pressures supplied by Port Orchard will be a minimum of 1,700 gpm for one hour at a minimum of gradient of 540 at the connection. Bremerton agrees to supply water to Port Orchard, via its 12 inch Campus Parkway watermain (Old Clifton Road connection), to replenish the water supplied by Port Orchard to the 4200 Feigley property. The water supplied by Bremerton to Port Orchard will be delivered at a minimum hydraulic gradient of 580. The volume of water supplied by Port Orchard to the 4200 Feigley property shall be replenished by Bremerton on a continuous basis, or as otherwise agreed to.

660 Zone - Upon implementation of the 660 zone, Port Orchard agrees to supply water for domestic use and fireflow to Bremerton's 660 service area, via the 660 pump station. Fireflow rates/volumes and domestic/fireflow service pressures supplied by Port Orchard will be agreed to and approved by both Port Orchard and Bremerton prior to implementation of the 660 zone. Bremerton agrees to supply water to Port Orchard, via the Campus Parkway connection or reservoir site connection, as applicable, to replenish the water supplied by Port Orchard to Bremerton's portion of the 660 service area. The water supplied by Bremerton to Port Orchard will be delivered at a minimum hydraulic

gradient of 580. The volume of water supplied by Port Orchard to Bremerton's 660 service area shall be replenished by Bremerton on a continuous basis, or as otherwise agreed to.

Fireflow and Emergency Supply - Port Orchard agrees to supply the Bremerton 580 zone with fireflow, via the Old Clifton Road connection or reservoir site connection, as applicable, until such time as a separate Bremerton storage reservoir is constructed and operational. Fireflow will be provided at a maximum rate of 1,700 gpm for a maximum period of 3 hours at a minimum gradient of 540 at the connection.

If either Bremerton or Port Orchard has a need for an emergency water supply (other than fireflow), it shall notify the other utility of this and of the volume required prior to activating the connection between the two systems. Notification of this need may be verbal, but it will be followed up within 10 working days by written confirmation. The emergency supply of water between each system shall not be unreasonably be denied by either party.

The volume of water supplied for fireflow or emergency supply shall be replenished by the receiving utility to the supplying utility within 24 hours after the emergency, or as otherwise agreed to.

Bremerton Uninterruptible Supply to Port Orchard - Beginning on January 1, 2004 (or at a later time agreed by the parties, Bremerton agrees to supply a uninterruptible water supply to the Port Orchard 580 Zone of up to a maximum of 285 ac.-ft. on a yearly basis, at a maximum rate not to exceed 360 gpm, via the Old Clifton Road connection or reservoir site connection, as applicable. This supply is in addition to water supplied by Bremerton to Port Orchard for service of the 4200 Felgley property, the Bremerton 660 zone, emergency purposes or for service of other portions of the Bremerton service area that may be included in this agreement (and served via the Port Orchard system) in the future. The water supplied by Bremerton to Port Orchard will be delivered at a minimum hydraulic gradient of 580. Port Orchard agrees to compensate Bremerton for this long term water supply in accordance with the terms of this agreement.

The water supplied by Bremerton to Port Orchard shall be firm and uninterruptible until such future time as Port Orchard may secure new water rights to replace the Bremerton supply. Port Orchard agrees to make diligent, continuous, best efforts to acquire water rights to replace the Bremerton supply. Nothing in this Agreement shall abrogate Port Orchard's obligation to provide its water supply needs through its own sources at the earliest possible date. Bremerton agrees that if new water rights are not secured, the water supplied by Bremerton will continue indefinitely. For purposes of this Agreement Port Orchard is a wholesale customer of the City of Bremerton and will make no claim to any Bremerton water right.

5. WATER QUALITY: Bremerton agrees to deliver water to Port Orchard at the purity and quality in effect for residential customers of Bremerton. Port Orchard agrees to deliver water to Bremerton at the purity and quality in effect for residential customers of Port Orchard, except that water delivered by Port Orchard to Bremerton shall not be fluoridated. In the event of water quality problems in either system, Bremerton and Port Orchard agree to work cooperatively and diligently to determine the source/location of the problem and correct it. Regardless of the source/location of water quality problems, each party agrees to assume the cost of correcting water quality problems in its own system.

6. COMPENSATION: For purposes of this agreement the cost of water shall be fixed at ninety-five percent (95%) of Bremerton's County retail rate. In calculating costs, the Master

Connection between the Port Orchard and Bremerton systems shall be assumed to be an 8 inch meter (regardless of actual meter size). For all other connections between the systems, the meter size for billing purposes shall be the actual installed size. All water provided from or to either utility will be charged at this cost, unless otherwise agreed to. Payment for supplied water shall be made monthly by the receiving utility, upon receipt of an invoice from the supplying utility.

Any and all fixed costs for a meter connection shall cease at such time that the receiving utility notifies the supplying utility that the connection is no longer necessary for normal domestic supply. After this notification, if the connection remains in place for purposes of emergency supply, it will not be subject to the fixed cost portion of a rate structure, although any water used for emergency purposes will be subject to the agreed upon unit rate for water use.

This agreement is based on the City of Bremerton's current rate structure, as of the date of this agreement. This rate structure consists of two parts: a fixed cost (based on meter size) and a variable cost (based on the actual volume of water purchased). It is acknowledged that changes to this rate structure may occur during the life of this agreement. It is agreed by the parties that any further rate structure changes to add progressive rates for increased water usage, will accommodate the fact that the water supplied under this agreement will serve a large number of ERU's and that the estimated total number of ERU's served will be used to calculate the volume of water in each rate tier.

7. WATER CONSERVATION: Port Orchard has begun to prepare and implement a water conservation plan for the Port Orchard 580 zone. The goal of this plan is to reduce domestic water consumption in the Port Orchard 580 zone. Upon execution of this agreement, Port Orchard will move to complete and implement the conservation plan.

During drought conditions or other supply shortages suffered by Bremerton for any reason, it is agreed that Port Orchard customers using Bremerton supplied water will comply with similar restrictions and conservation measures required or requested of Bremerton customers according to Bremerton's Water Conservation Plan.

8. NOTICES: All notices and other written communications required by this Agreement shall be in writing and, except as expressly provided elsewhere in this Agreement, shall be deemed to have been given at the time of delivery, if personally delivered, or at the time of mailing if mailed by first class, postage pre-paid and addressed to the party at its address as stated below, or at such address as any party may designate at any time in writing.

Director of Public Works & Utilities
City of Bremerton
3027 Olympus Drive
Bremerton, WA 98310-4799

City Engineer
City of Port Orchard
216 Prospect Street
Port Orchard, WA 98366

9. SEVERABILITY: It is the intent of the parties that if any provision of this contract or its application is held by a court of competent jurisdiction to be illegal, invalid, or void, the validity of the remaining provisions of this contract or its application to other entities, or circumstances shall not be affected. The remaining provisions shall continue in full force and effect. The rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular invalid provision. However, if the invalid provision or its application is found by a court of competent jurisdiction to be substantive and to render performance of the remaining provisions unworkable and non-feasible, it is found to seriously affect the consideration and/or is inseparably connected to the remainder of the contract, the entire contract shall be null and void.

10. **MODIFICATION:** This Agreement represents the entire agreement between the parties. No change, termination or attempted waiver of any of the provisions of this Agreement shall be binding on either of the parties unless executed in writing by authorized representatives of each of the parties. This Agreement shall not be modified, supplemented, or otherwise affected by the course of dealings between the parties.

11. **BENEFITS:** This Agreement is entered into for the benefit of the parties to this Agreement only and shall confer no benefits, direct or implied, on any third persons.

The rights granted by this Agreement may not be assigned without the written consent of the Mayor of the City of Bremerton and the Mayor of the City of Port Orchard.

12. **ARBITRATION:** Disputes under this Agreement shall be settled through binding arbitration and the parties agree and stipulate pursuant to MAR 8.1 that the Mandatory Arbitration Rules for Superior Court shall apply, except Section VIII, Trial De Novo.

13. **Consent:** Whenever it is provided in this contract that the prior written consent or approval of either party is required as a condition precedent to any actions, the requested consent or approval shall not be unreasonably withheld. When prior consent is sought, failure of the party to respond in writing within 90 days of the request shall be deemed as the party's consent or approval. This provision does not apply to requests for amendments of this contract.

14. **Emergency Situations:** Nothing in this contract shall be deemed to preclude either party from taking necessary action to maintain or restore water supply in emergency situations and such action shall not be deemed a violation of this contract.

15. **No Joint Venture - Individual Liability:** This is not an agreement of joint venture or partnership. No provision of this contract shall be construed so as to make either party individually or collectively a partner or joint venture with the other party. Neither party is an agent of the other. Neither party shall be liable for the acts of the other in any representative capacity whatsoever.

16. **Complete Agreement:** This contract represents the entire agreement between the parties hereto concerning the subject matter hereof. This contract may not be amended except as provided herein.

17. **Venue, Jurisdiction and Specific Performance:** In the event of litigation between the parties, venue and jurisdiction shall lie with the Kitsap County Superior Court of the State of Washington. The parties shall be entitled to specific performance of the terms hereof.

18. **Default:** In the event of default of any provision of the contract, the non-defaulting party shall send written notice to the other party setting forth the nature of the default. If the default is for a monetary payment due hereunder, the defaulting party shall have thirty (30) days to cure the default. In the event of other defaults, the non-defaulting party shall use its best efforts to cure the default within ninety (90) days. If such default cannot be reasonably cured within such ninety (90) day period, the non-defaulting party shall, upon written request prior to the expiration of the ninety (90) day period be granted an additional sixty (60) days to cure the default.

19. **Force Majeure:** The time periods for either party's performance under any provisions of this contract shall be extended for a reasonable period of time when either party's performance is prevented, in good faith, due to fire, flood, earthquake, lockouts, strikes,

embargoes, acts of God, war and civil disobedience. If this provision is invoked, the invoking party agrees to immediately take all reasonable steps to alleviate, cure, minimize or avoid the cause preventing such performance, at its sole expense.

20. **Successors:** This contract shall inure to the benefit of and be binding upon the parties and their successors and assigns.

IN WITNESS WHEREOF the parties hereto execute this Agreement this 20th day of January, 2022.

CITY OF BREMERTON

CITY OF PORT ORCHARD

BY:

[Signature]
Mayor

BY:

[Signature]
Mayor

ATTEST:

[Signature]
Clerk

ATTEST:

[Signature]
Clerk

APPROVED AS TO FORM:

[Signature]
City Attorney

APPROVED AS TO FORM

[Signature]
City Attorney

DEPARTMENTAL APPROVAL:

[Signature]
Director of Public Works & Utilities

Port Orchard 580 Zone / Bremerton 580 Zone

Plan for

Cooperative Water System Development

This Document provides a plan for cooperative water system development between the City of Port Orchard and the City of Bremerton. The Cooperative Water System Development Plan ("The Cooperative Plan") outlined below describes phased water improvements in the Port Orchard 580 and Bremerton 580 zones which will provide safe, reliable service in an efficient and cost effective manner. Cooperation between the City of Bremerton and the City of Port Orchard in the development of their adjacent water systems will result in the following benefits:

- A. Reliability and Efficiency of Service - Water resources are finite and vulnerable and the prudent use and management of these resources can be facilitated by cooperation among water utilities. Cooperation in the construction, operation and management of the water systems that serve the Port Orchard 580 and Bremerton 580 zones will:
- Improve overall system reliability,
 - Enhance the manageability of the systems,
 - Provide opportunities for conjunctive use of water supplies,
 - Will delay the need to develop new water sources, and
 - Result in cost efficiencies for both systems
- B. Deferral/Phasing of Bremerton Infrastructure - Currently, Bremerton has no significant system improvements in its 580 zone. To serve the 580 zone, Bremerton must construct new pumping, storage, transmission and distribution facilities. Port Orchard has existing storage and transmission mains in its 580 zone. These facilities have excess capacity on an interim basis. The Port Orchard 580 and Bremerton 580 zones can be made hydraulically consistent so that the excess capacity of the Port Orchard system can be utilized by Bremerton. Cooperation with Port Orchard will allow phasing of Bremerton system improvements, deferring capital expenditures and reducing the overall system cost.
- C. Sharing of Existing Port Orchard Reservoir Site - Bremerton requires a site for a future reservoir to serve its 580 zone. Port Orchard owns a site at the regional topographic high point. The site is large enough to accommodate a future Bremerton reservoir.
- D. Elimination of Duplicate Pump Stations - A portion of the Port Orchard service area is too high to be served by the existing Port Orchard 580 zone reservoir. Port Orchard plans to create a new 660 pressure zone, served by a new pump station, to serve this high area. A portion of the Bremerton 580 zone is also too high to be served by its future Bremerton reservoir and service to this area will also require a

new high pressure zone and pump station. It is logical and cost effective to coordinate service to these adjacent high areas so that only a single new high pressure zone and pump station is required.

- E. Satisfaction of Port Orchard Water Source Requirements - Port Orchard requires an additional source of supply to satisfy its 2017 system growth projections. Port Orchard has applications pending for additional water rights, but the ultimate disposition of these applications is uncertain. Bremerton has available source of supply to provide to the City of Port Orchard on a long term, uninterruptible basis.

The Cooperative Plan will be implemented in four phases, as described below. Attached is a summary chart which provides a quick one page synopsis of the main points of The Cooperative Plan. Also attached is a map of The Cooperative Plan area (Figure 1) with key landmarks noted.

For purpose of this Cooperative Plan, a Port Orchard 580 zone ERU connection is defined as a single family residential connection or, if other than single family, a connection which has an average daily demand of 290 gpd and a maximum daily demand of 650 gpd, and a Bremerton 580 zone ERU connection is defined as a single family residential connection or, if other than single family, a connection which has an average daily demand of 202 gpd and a maximum daily demand of 392 gpd.

Phase 1

Term:

Phase 1 extends from the present through 923 Port Orchard ERU connections in the Port Orchard 580 Zone (approximately year 2004) or through 1,260 Bremerton ERU connections, in the Bremerton 580 Zone, whichever occurs first.

During Phase 1 the 4200 Feigley property will be served by Port Orchard with water replenished by Bremerton, Phase I of the Northwest Corporate Campus will be served by the Bremerton system, and the McCormick Woods PUD and McCormick West will be served by the Port Orchard system.

Phase 1 Water System Plan:

In Phase 1, Bremerton will construct new Pump Station 2A, a new 12 inch transmission main in Campus Parkway (from pump station 2A to Old Clifton Road) and a new connection between the Port Orchard and Bremerton systems at Old Clifton Road (termed the Old Clifton Road connection). Port Orchard will provide up to 1,700 gpm of emergency fireflow for up to 3 hours to the Bremerton system, via the new Old Clifton Road connection. This will defer the need for Bremerton to construct a separate new storage reservoir in the 580 zone and a separate new water main in Old Clifton Road. Water will also be supplied from Bremerton to Port Orchard, via this connection, in the event of a supply emergency in the Port Orchard system.

The 4200 Feigley property is within the Bremerton service area and its internal water system will be constructed, owned and operated by Bremerton. In Phase 1, the 4200 Feigley project will connect to, and be supplied water from, the existing Port Orchard 16 inch water main

in Old Clifton Road. This will defer the need for Bremerton to construct a separate new water main in Old Clifton Road.

Bremerton will supply water to the Port Orchard system, via the Old Clifton Road connection, to replenish the water supplied by Port Orchard to the 4200 Felgley property. Port Orchard and Bremerton will also replenish and/or reimburse each other for water supplied for emergency and/or fireflow purposes.

Specific responsibilities in Phase 1 are:

Consistent Pressure Gradient - A consistent pressure gradient between the Bremerton and Port Orchard systems is required to facilitate cooperative service. Therefore, as part of Phase 1, Bremerton will adjust its adjacent water system to a 580 pressure gradient so that it is consistent with the hydraulic gradient in the Port Orchard system. The adjustment of Bremerton's hydraulic gradient may require revisions to the design of Bremerton's planned Pump Station 2A. These revisions are the responsibility of Bremerton. All planning and design revisions necessary to accomplish the change in hydraulic gradient shall commence upon execution of this agreement and be completed by January 1, 2002.

Bremerton Pump Station 2A - In Phase 1, Bremerton will construct, operate and maintain pump station 2A to supply a minimum of 1,600 gpm at a hydraulic gradient of 580 at the Port Orchard reservoir. Pump Station 2A will be equipped with a standby power generator sufficient to maintain operation of the pump station during a power outage. The pump station will be completed and operational by July 1, 2002.

12 inch Transmission Main in Campus Parkway - Bremerton will construct, operate and maintain a 12 inch transmission main in Campus Parkway from Pump Station 2A to the Old Clifton Road connection with the existing Port Orchard 16 inch water main. This transmission main shall be completed and operational by July 1, 2002.

Connection between the Bremerton and Port Orchard Systems at Old Clifton Road - Bremerton will construct a connection (including meter) between the 12 inch transmission main in Campus Parkway and the existing Port Orchard 16 inch water main in Old Clifton Road (Old Clifton Road connection). The meter shall be capable of measuring the flow of water both from Bremerton to Port Orchard and from Port Orchard to Bremerton. The specific design and method of operation of the connection/meter shall be approved by both Port Orchard and Bremerton prior to installation. Construction and maintenance of the connection/meter is the responsibility of Bremerton but the cost of construction, operation and maintenance will be shared equally by both Port Orchard and Bremerton. The connection shall be completed and operational by July 1, 2002.

Port Orchard and Bremerton shall work together to secure Washington State Department of Health and Washington State Department of Ecology approval of the connection. If amendments to water system plan documents are required these shall be completed by each system at its own expense. If additional specific studies/designs are required to secure approval of the connection these shall be completed as agreed to and the cost shared equally by both Port Orchard and Bremerton.

Fireflow for Northwest Corporate Campus - Fireflow for the Northwest Corporate Campus is reported by Bremerton to be 1,700 gpm for 3 hours. Port Orchard has approximately 306,000

gallons of available storage in its existing reservoir which allows Port Orchard to provide up to 1,700 gpm of fireflow for 3 hours to the Bremerton system (at a minimum hydraulic gradient of 540). With Port Orchard supplying 1,700 gpm fireflow, Bremerton need not supply any fireflow directly from Pump Station 2A. If the fireflow requirement at Northwest Corporate Campus increases above 1,700 gpm due to unforeseen circumstances, Bremerton will supply the fireflow amount above 1,700 gpm.

Port Orchard's supply of 1,700 gpm for 3 hours for fireflow is contingent on the approval of the local fire district and the Washington State Department of Health to allow standby and fireflow storage to utilize the same volume (in the Port Orchard 580 reservoir). Port Orchard and Bremerton will work together to secure these approvals.

Service to 4200 Felgley Property - Bremerton will construct a connection (including meter) between the 4200 Felgley water system and the existing Port Orchard 16 inch water main in Old Clifton Road (Felgley connection). The meter shall be capable of measuring the flow of water from the Port Orchard system to the 4200 Felgley system. The specific design and method of operation of the connection/meter shall be approved by both Port Orchard and Bremerton prior to installation. Construction, operation, maintenance and all associated costs of the connection /meter is the responsibility of Bremerton.

660 Pressure Zone - Port Orchard will create a 660 pressure zone by designing, constructing, operating and maintaining a new pump station at the 580 reservoir site. The 660 pump station will be designed and constructed to service area in both Port Orchard and Bremerton. The 660 pump station will be designed to supply domestic demands and fireflow, in accordance with applicable state regulations. The 660 pump station will be equipped with a standby power generator sufficient to maintain operation of the pump station during a power outage, in accordance with applicable state regulations. Design and construction of the 660 pump station, and implementation of the 660 zone, will begin at a future date to be agreed on by Bremerton and Port Orchard. Design of the 660 pump station, the 660 zone boundaries, the number of connections to be served and required fireflow will be approved by both Port Orchard and Bremerton prior to implementation.

The cost of design and construction of the 660 pump station will be shared by Bremerton and Port Orchard on a pro-rata basis, based on the total number of ERU connections within the 660 zone. Distribution mains within the 660 zone will generally be the individual responsibility of Port Orchard and Bremerton, depending on which service area they serve. The cost of shared distribution facilities in the 660 zone, if any, will be shared by Bremerton and Port Orchard on a pro-rata basis based on the total number of ERU connections served by the facility.

Water supplied from the 660 pump station to the Bremerton service area will be metered. The specific design and method of operation of the connection/meter shall be approved by both Port Orchard and Bremerton prior to installation. Construction, operation, maintenance and all associated costs of this connection/meter is the responsibility of Bremerton. Bremerton will supply water to the Port Orchard system, via the Old Clifton Road connection, to replenish the water supplied by Port Orchard to the Bremerton service area within the 660 zone, including domestic, fireflow and emergency supply.

Phase 2

Term:

Phase 2 extends from 923 Port Orchard ERU connections in the Port Orchard 580 Zone (approximately year 2004) through 1,500 Port Orchard ERU connections (approximately year 2007) or through 3,350 Bremerton ERU connections in the Bremerton 580 Zone, whichever occurs first.

Phase 2 Water System Plan:

In Phase 2, Bremerton will provide a long term, uninterruptible source of supply to the Port Orchard system of up to 285 ac.-ft. on a yearly basis, at a maximum rate not to exceed 350 gpm. This supply is in addition to water supplied by Bremerton to Port Orchard for service of the 4200 Feigley property, the 660 zone or for emergency purposes. This source of supply will be provided by upgrading the capacity of Bremerton Pump Station 2A (unless it was oversized in Phase 1).

In Phase 2, Port Orchard will continue to provide up to 1,700 gpm of emergency fireflow for up to 3 hours to the Bremerton system at a minimum hydraulic gradient of 540, via the Old Clifton road connection, and Port Orchard will continue to supply water to 4200 Feigley via the Feigley connection, deferring Bremerton transmission main and storage improvements. In Phase 2 water will also be supplied between the systems, via the Old Clifton Road connection, in the event of a water supply emergency in either system.

Specific responsibilities during Phase 2 are:

Bremerton Pump Station 2A - In Phase 2, Bremerton will upgrade the capacity of Pump Station 2A to accommodate the supply of a maximum of 350 gpm to the Port Orchard water system. All incremental costs associated with the required capacity upgrades to Pump Station 2A will be the responsibility of Port Orchard. The pump station capacity upgrades will be completed and operational within one year of Port Orchard's request, in writing, that the source be made available, but no sooner than January 1, 2004.

12 inch Transmission Main in Campus Parkway - If the supply of an additional 350 gpm to the Port Orchard system requires upgrading the capacity of transmission mains in Campus Parkway, the cost of these upgrades will be the responsibility of Port Orchard. However, Bremerton will cooperate with Port Orchard to minimize the need for transmission main upgrades by managing its system as efficiently as possible, including utilizing distribution mains as transmission facilities where feasible.

Bremerton Uninterruptible Supply to Port Orchard - Beginning in Phase 2, Bremerton will provide a uninterruptible source of supply to the Port Orchard 580 Zone of up to a maximum of 285 ac.-ft. on a yearly basis, at a maximum rate not to exceed 350 gpm, via the Campus Parkway or reservoir site connection, as applicable. This supply is in addition to water supplied by Bremerton to Port Orchard for service of the 4200 Feigley property, 660 zone or for emergency purposes. The water supplied by Bremerton to Port Orchard will be delivered at a minimum hydraulic gradient of 580 (at the 580 reservoir).

The water supplied by Bremerton to Port Orchard shall be firm and uninterrupted until such future time as Port Orchard may secure new water rights to replace the Bremerton supply. Port Orchard agrees to make diligent, continuous, best efforts to acquire water rights to replace the Bremerton supply. Nothing in this Agreement shall abrogate Port Orchard's obligation to provide its water supply needs through its own sources at the earliest possible date. Bremerton agrees that if new water rights are not secured, the water supplied by Bremerton will continue indefinitely. For purposes of this Agreement Port Orchard is a wholesale customer of the City of Bremerton and will make no claim to any Bremerton water right.

Bremerton will coordinate its operation and maintenance of pump station 2A so that interruptions, if any, in water supplied to Port Orchard occur during low water use periods.

Regulatory Approvals - Port Orchard and Bremerton shall work together to secure Washington State Department of Health and Washington State Department of Ecology approval of Bremerton's supply to Port Orchard. If amendments to the water system plan documents are required these shall be completed by each system at their own expense. If additional specific studies/designs are required to secure approval these shall be completed as agreed to and the cost shared equally by both Port Orchard and Bremerton.

Phase 3

Term:

Phase 3 extends from 1,500 Port Orchard ERU connections in the Port Orchard 580 Zone (approximately year 2007) through 2835 Port Orchard ERU connections in the 580 Zone (full buildout - approximately year 2018) or through 3,350 Bremerton ERU connections in the Bremerton 580 Zone, whichever occurs first.

Phase 3 Water System Plan:

After approximately 1,500+/- ERU connections in the Port Orchard 580 Zone, the existing Port Orchard 16 inch main in Old Clifton Road may not have sufficient capacity to supply fireflow to the Bremerton system. In Phase 3 Bremerton will construct a permanent transmission main in Old Clifton Road from Campus Parkway to the Port Orchard reservoir and 4200 Feigley will be disconnected from the Port Orchard 16 inch main and served from this new Bremerton main. In Phase 3 the connection between the Port Orchard and Bremerton systems at Old Clifton Road will be relocated to the Port Orchard reservoir site (termed the reservoir connection).

In Phase 3, Port Orchard will continue to provide up to 1,700 gpm of emergency fireflow for up to 3 hours to the Bremerton system at a minimum gradient of 540, via the reservoir connection, deferring the need for Bremerton to construct a separate new storage reservoir in the 580 zone.

During Phase 3, Port Orchard will construct a second reservoir on its existing reservoir site to satisfy its growth requirements in its 580 zone. Port Orchard will coordinate the design of this second reservoir with Bremerton so that space is available at the Port Orchard site for a future Bremerton reservoir(s).

Specific responsibilities during Phase 3 are:

Bremerton 12 inch Transmission Main in Old Clifton Road - Bremerton will construct, operate and maintain a 12 inch transmission main in Old Clifton Road from Campus Parkway to a connection with the Port Orchard water system at the Port Orchard reservoir site (reservoir connection). The transmission main will be completed and operational within 1 year of Port Orchard's request, in writing, that the main be constructed, but no sooner than 2007.

If Bremerton's long term supply of 350 gpm to the Port Orchard system requires upgrading the capacity of the Bremerton transmission main in Old Clifton Road, the cost of this upgrade will be the responsibility of Port Orchard. However, Bremerton will cooperate with Port Orchard to minimize the need for transmission main upgrades by managing its system as efficiently as possible, including utilizing distribution mains as transmission facilities where feasible.

Relocation of the Connection between the Bremerton and Port Orchard Systems - As an element of the installation of its transmission main in Old Clifton Road, Bremerton will relocate the Old Clifton Road connection and meter to the Port Orchard reservoir site (reservoir connection). The specific design and method of operation of the connection/meter relocation shall be approved by both Port Orchard and Bremerton prior to installation. Installation and maintenance of the connection/meter at the reservoir site is the responsibility of Bremerton, but the cost of installation, operation and maintenance will be shared equally by both Port Orchard and Bremerton. The construction schedule for relocation of the connection/meter shall be coordinated with Port Orchard to avoid disruptions in supply to Port Orchard.

Regulatory Approvals - Port Orchard and Bremerton shall work together to secure Washington State Department of Health and Washington State Department of Ecology approval of the connection relocation. If amendments to the water system plan documents are required these shall be completed by each system at their own expense. If additional specific studies/designs are required to secure approval these shall be completed as agreed to and the cost shared equally by both Port Orchard and Bremerton.

Phase 4

Term:

There is no specific timetable for the start of Phase 4. Phase 4 begins when Bremerton requires separate standby storage in its 580 Zone and/or when separation of the Port Orchard and Bremerton systems is desired by either City, whichever occurs first.

Phase 4 Water System Plan:

In Phase 4, the Bremerton and Port Orchard systems will be functionally separated. Bremerton will construct separate storage reservoir(s) on the Port Orchard reservoir site(s) and a separate distribution main in Old Clifton Road (if necessary). In Phase 4 Bremerton will provide its own fireflow. Port Orchard will provide space within its reservoir site to Bremerton for a reservoir, when requested to do so by Bremerton.

Specific responsibilities during Phase 4 are:

Bremerton Storage Reservoir(s) to be located on the Port Orchard Reservoir Site(s) (Tax Parcel Nos. 0723-011-006-20 and 0823-012-001-20) - Port Orchard will make land available on its reservoir site(s) for Bremerton to construct, operate and maintain a separate storage reservoir or reservoirs to serve the Bremerton 580 zone. The exact location of the Bremerton reservoir(s) will be determined by mutual agreement prior to construction. Title for the land on which the Bremerton reservoir(s) are built will remain with Port Orchard. Port Orchard will grant a permanent easement to allow Bremerton to construct, maintain and operate the reservoir(s) and associated water mains and appurtenances on the site in perpetuity, at no cost to Bremerton.

Each party shall be responsible for the cost of construction, site restoration, operation and maintenance of its own reservoirs and water system infrastructure on the reservoir site(s). After construction of the Bremerton reservoir, the cost of routine maintenance of the reservoir grounds and access roads will be shared equally by Bremerton and Port Orchard.

Due to uncertainties regarding future land use and sensitive area codes, Port Orchard will not warrant that any specific area, size or shape of land will be available for use by Bremerton. However, from the date of this agreement Port Orchard will coordinate with Bremerton regarding its future space requirements prior to constructing any additional infrastructure on the site(s).

Separation of the Bremerton and Port Orchard Systems - Separation of the Bremerton and Port Orchard systems and/or restoration of both systems to a permanent configuration may require the removal and/or relocation of temporary piping, valving meters, etc., the addition of new connections at the reservoir site, etc. The cost of these miscellaneous adjustments will be shared equally between Bremerton and Port Orchard unless it is clearly demonstrated that the work is for the benefit of a particular system.

Monitoring of Supplied Water

All water supply delivered as described in this plan shall be measured by the supplying utility using electronic metering equipment of a type which is agreeable to each utility. Meters shall be read and metering results shall be reported to the receiving utility on a monthly basis, or at such frequency as may otherwise be agreed to by the parties. The metering equipment shall be furnished, installed, maintained, and calibrated by the receiving utility, as specified below. Calibration shall be done at least once every three (3) years and a copy of calibration results submitted to the supplying utility. Both utilities shall have access to and be permitted to install and maintain its own monitoring and recording system at its own expense.

4200 Felgley meter - For this connection Port Orchard is the supplying utility and Bremerton is the receiving utility.

660 Zone meter - For this connection Port Orchard is the supplying utility and Bremerton is the receiving utility.

Old Clifton Road connection and/or Reservoir connection meters - For these connections Bremerton is the supplying utility and Port Orchard is the receiving utility. However, Bremerton will be responsible for furnishing, installing, maintaining, and calibrating the metering equipment for these connections, and the cost shall be shared jointly.

In the event any meter fails to register, or it registers incorrectly, the Water Utility Billing Department for the supplying utility shall estimate the amount of water delivered for the period during which such meter failed to register by taking an average of the total deliveries of water through such meter for the preceding two months in which water was delivered.

Each utility shall install, operate, and maintain isolation valves and related facilities on their respective water mains at the point where those mains are interconnected. Each utility shall cooperate with the other utility in coordinating the operation of the isolation valves and related facilities for the purposes of this Agreement.

Port Orchard 580 Zone / Bremerton 580 Zone Cooperative Water System Development Plan - Summary Chart

Phase	Timing	Responsibilities			Comments
		Port Orchard	Bremerton	Joint	
1	<ul style="list-style-type: none"> Up to 923 ERU in Port Orchard 580 (2004) or Up to 1,260 ERU in Bremerton 580 	<ul style="list-style-type: none"> Provide fireflow to Bremerton, max 1,700 gpm for 3 hrs. (min. 540 gradient) Create 660 pressure zone when necessary and agreed to Provide domestic supply and fireflow to 4200 Feigley 	<ul style="list-style-type: none"> Adjust HGL of Zone to 580 Construct interim Pump Station 2A Construct 12" transmission main from Pump Station 2A to Old Clifton Rd. Construct connection between Port Orchard & Bremerton systems (incl. meter) at Old Clifton Rd. Construct connection between 4200 Feigley & exist. Port Orchard 16" main (incl. meter) Provide water source for 4200 Feigley and Bremerton portion of 660 zone via Old Clifton Rd. connection 	<ul style="list-style-type: none"> Secure local fire district and DOH approval for reservoir vol. sharing Share cost of Old Clifton Rd. connection Share cost of 660 pressure zone improvements 	<ul style="list-style-type: none"> Defers permanent Bremerton storage reservoir(s), transmission main in Old Clifton Rd. and distribution main in Old Clifton Rd.
2	<ul style="list-style-type: none"> Up to 1,500 ERU in Port Orchard 580 (2007) or Up to 3,350 ERU in Bremerton 580 	<ul style="list-style-type: none"> Pay incremental cost of upgrading Pump Station 2A to provide additional 350 gpm. 	<ul style="list-style-type: none"> Upgrade capacity of Pump Station 2A to provide long term Uninterruptible source (350 gpm) to Port Orchard 	<ul style="list-style-type: none"> Work together to secure all regulatory approvals 	<ul style="list-style-type: none"> Defers permanent Bremerton storage reservoir(s) and transmission main in Old Clifton Rd. and distribution main in Old Clifton Rd.
3	<ul style="list-style-type: none"> Satisfies buildout requirements of Port Orchard 580 (2,835 ERU) (2018) or Up to 3,350 ERU in Bremerton 580 	<ul style="list-style-type: none"> Construct 2nd reservoir in Port Orchard 580 Zone 	<ul style="list-style-type: none"> Construct permanent transmission main in Old Clifton Rd. - remove Feigley connection Relocate Old Clifton Rd. connection to reservoir site (reservoir connection) 	<ul style="list-style-type: none"> Share cost of relocating Old Clifton Rd. connection Work together to secure all regulatory approvals 	<ul style="list-style-type: none"> Defers permanent Bremerton storage reservoir(s) and distribution main in Old Clifton Rd.
4	<ul style="list-style-type: none"> Required when Bremerton requires significant standby storage in 580 Zone or when separation of systems if required Satisfies buildout requirements of Bremerton zone 	<ul style="list-style-type: none"> Provide space on Port Orchard reservoir site for Bremerton reservoir 	<ul style="list-style-type: none"> Construct separate storage reservoir on Port Orchard reservoir site Construct permanent distribution main in Old Clifton Rd. (if required) 	<ul style="list-style-type: none"> Share cost of removal of all temporary piping and any adjustments of connection control valves, meters to permanent configuration 	<ul style="list-style-type: none"> All major infrastructure components for both systems are constructed in their permanent configuration

**ADDENDUM NO. 1 TO
INTERLOCAL AGREEMENT
For
Cooperative Water System Development
In the
Port Orchard 580 Zone / Bremerton 580 Zone**

This Addendum No. 1 amends the Interlocal Agreement (the "Agreement") entered into between the City of Bremerton, a municipal corporation, hereinafter referred to as "Bremerton," and the City of Port Orchard, hereinafter referred to as "Port Orchard" executed on December 26, 2001, and

WHEREAS, the parties mutually desire to modify the responsibilities of each party with respect to the agreed upon provision of water; NOW THEREFORE

All provisions in the Agreement shall remain in full force and effect except as expressly modified by this document.

For valuable consideration and by mutual consent of the parties, the modifications to the Agreement are as follows:

I.

1. Amend Section 4, entitled "Water Supply" as follows:

Delete the section titled "4200 Feigley Property" in its entirety and replace it with the following;

Bremerton West 580 Zone Supply

Port Orchard agrees to supply water for domestic use and fireflow to the Bremerton West 580 pressure zone via its 16 inch water main in Old Clifton Road, until such time as a separate Bremerton storage reservoir is constructed and operational. Fireflow rates/volumes and service pressures supplied by Port Orchard will be a minimum of 1,700 gpm for three hours at a minimum gradient of 540 feet at the connection.

Bremerton agrees to supply water to Port Orchard, via its connection to the 16 inch Port Orchard watermain in Clifton Road (Old Clifton Road connection), to replenish the water supplied by Port Orchard to the Bremerton West 580 pressure zone. The water supplied by Bremerton to Port Orchard will be delivered at a minimum hydraulic gradient of 580. The volume of water supplied by Port Orchard to the Bremerton West 580 pressure zone shall be replenished by Bremerton on a continuous basis, or as otherwise agreed to.

Distribution piping, as required by the City of Bremerton, will be extended by others from Port Orchard's water main in Old Clifton Road. Connection locations and details require approval from the City of Port Orchard. Master meters will be installed at the point of connection. Domestic meters will be installed and maintained by the City of Bremerton, or as otherwise agreed to, and be billed directly to the customer.

2. Transmission Main:

Delete all references in the agreement to the City of Bremerton "12-inch transmission main" and replace them with "16-inch transmission main".

3. Plan for Cooperative water System Development

Amend the section entitled "Monitoring of Supplied Water" on page 8 of 11 as follows:

Delete "4200 Feigley meter - For this connection Port Orchard is the supplying utility and Bremerton is the receiving utility." and replace it with the following:

"West 580 Zone supply Meters - For these connections Port Orchard is the supplying utility and Bremerton is the receiving utility."

The parties whose names appear represent that they are authorized to enter into a contract amendment that is binding on the parties of this contract.

IN WITNESS WHEREOF, the parties have executed this Addendum 1. to the Agreement on the day fully executed below.

CITY OF PORT ORCHARD

Kim E. Abel
By Kim E. Abel
Its Mayor

DATE: July 2, 2004

APPROVED AS TO FORM:

ATTEST:

Carol L. Etgen
CAROL L. ETGEN
City Clerk

CITY OF BREMERTON

Cary Bozeman
By Cary Bozeman
Its Mayor

DATE: _____

APPROVED AS TO FORM:

Roger A. Lubovich
Roger A. Lubovich
Bremerton City Attorney

ATTEST:

Paula Johnston
Paula Johnston
City Clerk

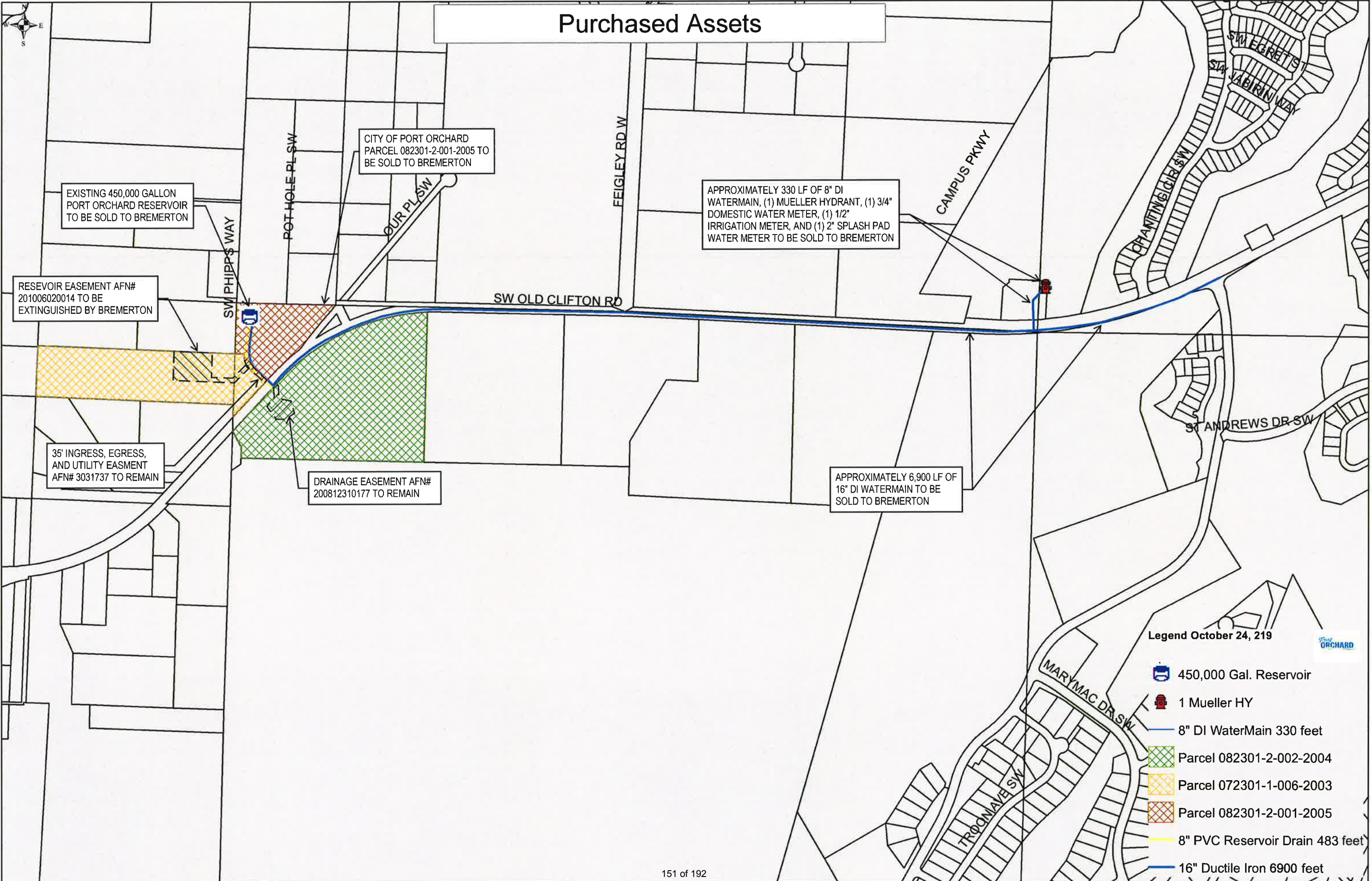
EXHIBIT C

PURCHASED ASSETS

1. Tax Parcel 082301-2-001-2005 consisting of 4.63 acres;
2. 0.45 MG storage reservoir located on the parcel noted above;
3. 6,900 feet of 16” ductile iron Transmission Main located in the Right of Way of Old Clifton Road between the 0.45 MG Reservoir and the intersection of Old Clifton Road and McCormick Woods Drive;
4. 330 feet of 8” ductile iron Water Main, a Mueller Fire Hydrant, a 3/4” domestic meter, a 1-1/2” irrigation meter, and a 2” meter to the Splash Pad all located within McCormick Village Park.



Purchased Assets



EXISTING 450,000 GALLON PORT ORCHARD RESERVOIR TO BE SOLD TO BREMERTON

CITY OF PORT ORCHARD PARCEL 082301-2-001-2005 TO BE SOLD TO BREMERTON

APPROXIMATELY 330 LF OF 8" DI WATERMAIN, (1) MUELLER HYDRANT, (1) 3/4" DOMESTIC WATER METER, (1) 1/2" IRRIGATION METER, AND (1) 2" SPLASH PAD WATER METER TO BE SOLD TO BREMERTON

RESEVOIR EASEMENT AFN# 201006020014 TO BE EXTINGUISHED BY BREMERTON

35' INGRESS, EGRESS, AND UTILITY EASEMENT AFN# 3031737 TO REMAIN

DRAINAGE EASEMENT AFN# 200812310177 TO REMAIN

APPROXIMATELY 6,900 LF OF 16" DI WATERMAIN TO BE SOLD TO BREMERTON

Legend October 24, 219









-  450,000 Gal. Reservoir
-  1 Mueller HY
-  8" DI WaterMain 330 feet
-  Parcel 082301-2-002-2004
-  Parcel 072301-1-006-2003
-  Parcel 082301-2-001-2005
-  8" PVC Reservoir Drain 483 feet
-  16" Ductile Iron 6900 feet

EXHIBIT D

DEED OF CONVEYANCE

When recorded return to:

City of Bremerton
Attn. City Clerk
345 6th Street, Suite 600
Bremerton WA 98337

DEED OF CONVEYANCE

Grantor: City of Port Orchard, a Washington municipal corporation
Grantee: City of Bremerton, a Washington municipal corporation
Abbreviated Legal: Resultant Parcel A of Boundary Line Adjustment Recorded Under Auditor's File No. 3031737
Assessor's Tax Parcel Number: 082301-2-001-2005

THE GRANTOR, City of Port Orchard, a municipal corporation of the first class ("Port Orchard"), hereby transfers, conveys and sells to the GRANTEE, City of Bremerton, a Washington municipality ("Bremerton"), the assets of Port Orchard identified as the "Purchased Assets" pursuant to, and as more particularly described as:

1. Tax parcel #082301-2-001-2005 (conveyed via **Exhibit E** – Quit Claim Deed) and the 0.45 MG Reservoir located on said parcel valued at \$434,000;
2. 6900' of Ductile Iron Water Main (Transmission Main) located in the Right-of-Way on Old Clifton Road between the Reservoir and McCormick Woods Drive valued at \$345,000;
3. 330' of 8" Ductile Iron Water Main (Distribution Main), a Mueller Fire Hydrant, a ¾" Domestic Water Meter, a 1-1/2" Irrigation Water Meter, and a 2" Water Meter serving the Splash Pad all located within the McCormick Village Park and valued at \$25,000.

Port Orchard hereby warrants and defends the conveyance of the Purchased Assets made to Bremerton, and its assigns, against all and every person and persons whomsoever lawfully claiming the same. The City of Port Orchard makes no warranty as to the condition of the Purchased Assets. The City of Bremerton has had the opportunity to inspect the Purchased Assets and accepts the Purchased Assets, "as is, where is."

Port Orchard and Bremerton have hereunto set their hand and seals effective as of _____ day of _____, 2019.

CITY OF BREMERTON

CITY OF PORT ORCHARD

By: Greg Wheeler
its: Mayor
Date: _____

By: Robert Putansuu
its: Mayor
Date: _____

Approved as to form:

Bremerton City Attorney

Attest:

City Clerk

Approved as to form:

Jennifer S. Robertson
Attorney for Port Orchard

EXHIBIT E

QUIT CLAIM DEED

When recorded return to:

City of Bremerton
Attn. City Clerk
345 6th Street, Suite 600
Bremerton WA 98337

QUIT CLAIM DEED

Grantor: City of Port Orchard, a Washington municipal corporation
Grantee: City of Bremerton, a Washington municipal corporation
Abbreviated Legal: Resultant Parcel A of Boundary Line Adjustment Recorded Under Auditor's File No. 3031737
Assessor's Tax Parcel Number: 082301-2-001-2005

THE GRANTOR City of Port Orchard, a municipal corporation in Kitsap County, Washington for and in consideration of valuable consideration as described under the Agreement For Purchase and Sale of Assets of West 580 Zone Reservoir executed by the parties on _____, 2019 in hand paid, conveys and quit claims to the City of Bremerton, a municipal corporation in Kitsap County, Washington, the following described real estate, situated in the County of Kitsap, State of Washington together with all after acquired title of the grantor(s) herein:

RESULTANT PARCEL A OF BOUNDARY LINE ADJUSTMENT RECORDED UNDER AUDITOR'S FILE NO. 3031737; THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 23 NORTH, RANGE 1 EAST, W.M., KITSAP COUNTY, WASHINGTON, LYING NORTHWESTERLY OF FIEGLEY ROAD SW AND OLD CLIFTON ROAD SW (COUNTY ROAD NO. 234) AND LYING NORTHWESTERLY OF OLD CLIFTON ROAD SW (ALDER ROAD); EXCEPT THAT PORTION THEREOF DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 8; THENCE S1*55'45 W, ALONG THE WEST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 330.14 FEET TO THE SOUTHWEST CORNER OF THE NORTH 330.14 FEET OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 8 AND THE TRUE POINT OF BEGINNING; THENCE CONTINUING S1*55'45 W ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 8, A DISTANCE OF 412.36 FEET TO THE NORTHWESTERLY RIGHT-OF-WAY MARGIN OF OLD CLIFTON ROAD; THENCE N42*51'37 E, ALONG SAID RIGHT-OF-WAY MARGIN, A DISTANCE OF 306.20 FEET; THENCE N47*08'23 W A DISTANCE OF 140.10 FEET TO THE BEGINNING OF A 95.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE NORTHWESTERLY (CLOCKWISE) ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 49*04'08 E, AN ARC DISTANCE OF 81.36 FEET; THENCE N1*55'45 E A DISTANCE OF 18.02 FEET TO THE SOUTH LINE OF THE NORTH 330.13 FEET OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 8; THENCE N88*34'43 W, ALONG SAID SOUTH LINE, A DISTANCE OF 62.00 FEET TO THE TRUE POINT OF BEGINNING; SUBJECT TO A NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS AND UTILITIES PURPOSES OVER, UNDER, ACROSS AND THROUGH A STRIP OF LAND 35.0 FEET IN WIDTH, THE SOUTHWESTERLY AND WESTERLY LINE OF WHICH IS DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 8; THENCE S1*55'45 W, ALONG THE WEST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 742.50 FEET TO THE NORTHWESTERLY RIGHT-OF-WAY MARGIN OF OLD CLIFTON ROAD; THENCE N42*51'37 E, ALONG

SAID RIGHT-OF-WAY MARGIN, A DISTANCE OF 306.20 FEET TO THE TRUE POINT OF BEGINNING OF SAID DESCRIBED LINE; THENCE N47°08'23 W A DISTANCE OF 140.10 FEET TO THE BEGINNING OF A 95.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE NORTHWESTERLY (CLOCKWISE) ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 49°04'08 E, AN ARC DISTANCE OF 81.36 FEET; THENCE N1°55'45 E A DISTANCE OF 18.02 FEET TO THE SOUTH LINE OF THE NORTH 330.13 FEET OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 8 AND THE TERMINUS OF SAID DESCRIBED LINE; THE NORTHEASTERLY AND EASTERLY LINE OF SAID STRIP SHALL BE PROLONGED OR SHORTENED, AS THE CASE MAY REQUIRE, TO INTERSECT THE NORTHWESTERLY RIGHT-OF-WAY MARGIN OF OLD CLIFTON ROAD AND TO TERMINATE AT THE SOUTH LINE OF THE NORTH 330.13 FEET OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 8. ATTACHED AS EXHIBIT F

DATED this ____ day of _____, 20__.

THE CITY OF PORT ORCHARD, a municipal corporation

By: _____
Robert Putaansuu
Its: Mayor



September 30, 2019

Steven T. Wright
Fire Chief, EFO, CFOD
South Kitsap Fire Rescue
1974 Fircrest Drive SE
Port Orchard, WA 98366

RE: Request for SKFR Support - Interim 580 Zone Agreement

Dear Chief Wright,

Pursuant to our most recent meeting held September 25, 2019 regarding the request referenced above, please find a brief summary of the 580 Zone background and the current actions being taken between the City of Port Orchard (COPO), the City of Bremerton (COB) and McCormick Communities LLC (MC) to resolve the emergency water moratorium issue, both within the short term and the long term.

Background:

In summary, the storage capacity of the shared 450,000-gallon water storage reservoir for the COPO 580 Zone and the COB 580 Zone was recently found to be exceeded, which led to an emergency water moratorium being issued by the COPO on June 11, 2019. Subsequently, the COPO, the COB and MC have been working towards a viable resolution to this most pressing issue, being both storage and source related within the COPO's 580 Zone and storage related within the COB's 580 Zone.

Several water use factors and demands needed to assess both the true capacity of the existing 450,000-gal water storage reservoir and the future 580 Zone water storage reservoirs have been agreed upon, but the ability for success is contingent upon the COB's ability to provide a Seasonal Firm Peak Day (SFPD) supply to the COPO until additional storage for the COPO can be provided. Additionally, the COPO will also need to develop another supply source, being the pending Well No. 12 Water Campus Project. Please note, the SFPD value is not only a seasonal peak day but is also an interim requirement until the new 580 Zone 'stacked' water storage reservoir can be constructed and the additional source (Well No. 12) provided.

The COPO has had several discussions on the matter of stacked vs. nested water reservoir storage with South Kitsap Fire and Rescue (SKFR), whereby pursuant to WAC 246-290-235 the existing shared 450,000-gallon water storage reservoir can be allowed to be calculated as a 'nested' reservoir, until such time as the new 580 Zone 'stacked' water storage reservoir is completed within the anticipated 18-month time period. Please understand that it is the COPO's belief that the time period needed for the completion of ALL three required elements of the 580 Zone Water Campus (580 Stacked Reservoir, New Water Main and Well No. 12) is not expected to exceed 5-years and that the details of this matter will be resolved within the COPO's Agreements and/or Understandings with MC, the COB and SKFR, which will include the transfer of the existing 450,000 gallon reservoir with associated land and the existing transmission water main from the COPO to the COB in exchange for wholesale water (see Future Water Campus Exhibit attached.)

Current Actions:

No. 1 - MC is finalizing an Agreement with the COB, whereby MC will be providing the needed redundant source infrastructure improvements to the COB's Well 2A and Well 1R and the installation of a new water transmission line in order for the COB to provide the required SFPD mentioned above.

No. 2 - The COPO is currently working towards finalizing the amended 580 Zone Agreement with the COB, whereby the COB will provide the required SFPD mentioned above in exchange for the existing 450,000-gal water storage reservoir and associated land, and the existing water transmission main located within Old Clifton Road, such transfer to occur after COPO has a new stacked reservoir and water main in operation.

No. 3 - MC is currently working towards finalizing the amended 2007 Agreement with the COPO, whereby 1) the new 580 Zone 'stacked' reservoir and 2) a second water transmission main will be constructed within an approximate 18-month time period. In addition, the Agreement will also provide for the construction of the much-needed Well No. 12 Water Campus, being a new well that already has a Permit to commence drilling. Please be advised that the COPO will be requiring a Performance Bond in the amount of 150% of the value of the new Reservoir and Water Main to ensure that the completion of these storage and source needs are met in a timely manner. Additionally, if at any time MC fails to perform or meet the performance deadline, the COPO will issue another emergency water moratorium.

Therefore, the City of Port Orchard is requesting that South Kitsap Fire Rescue agree to allow for the nesting of standby and fire suppression storage volumes pursuant to WAC 246-290-235 for an interim period not expected to exceed 18-months.

If you concur and are willing to support the City of Port Orchard's desire to continue to develop and finalize the needed Agreements between the City of Port Orchard, the City of Bremerton and McCormick Communities, please indicate by signing below. We understand that you providing your signature is not your final approval to allow nesting as referenced above. We also understand that your final approval will only occur after you have had an opportunity to review the final agreements between the parties as discussed during our meeting as well as a final agreement regarding this matter being reached between the COPO and SKFR.

Thank you for your time and consideration on this matter. If you should have any additional questions or need additional information, please feel free to contact me at this office.

Sincerely,

Mark R. Dorsey, P.E.
Public Works Director/City Engineer

MRD:mrd



Chief Wright

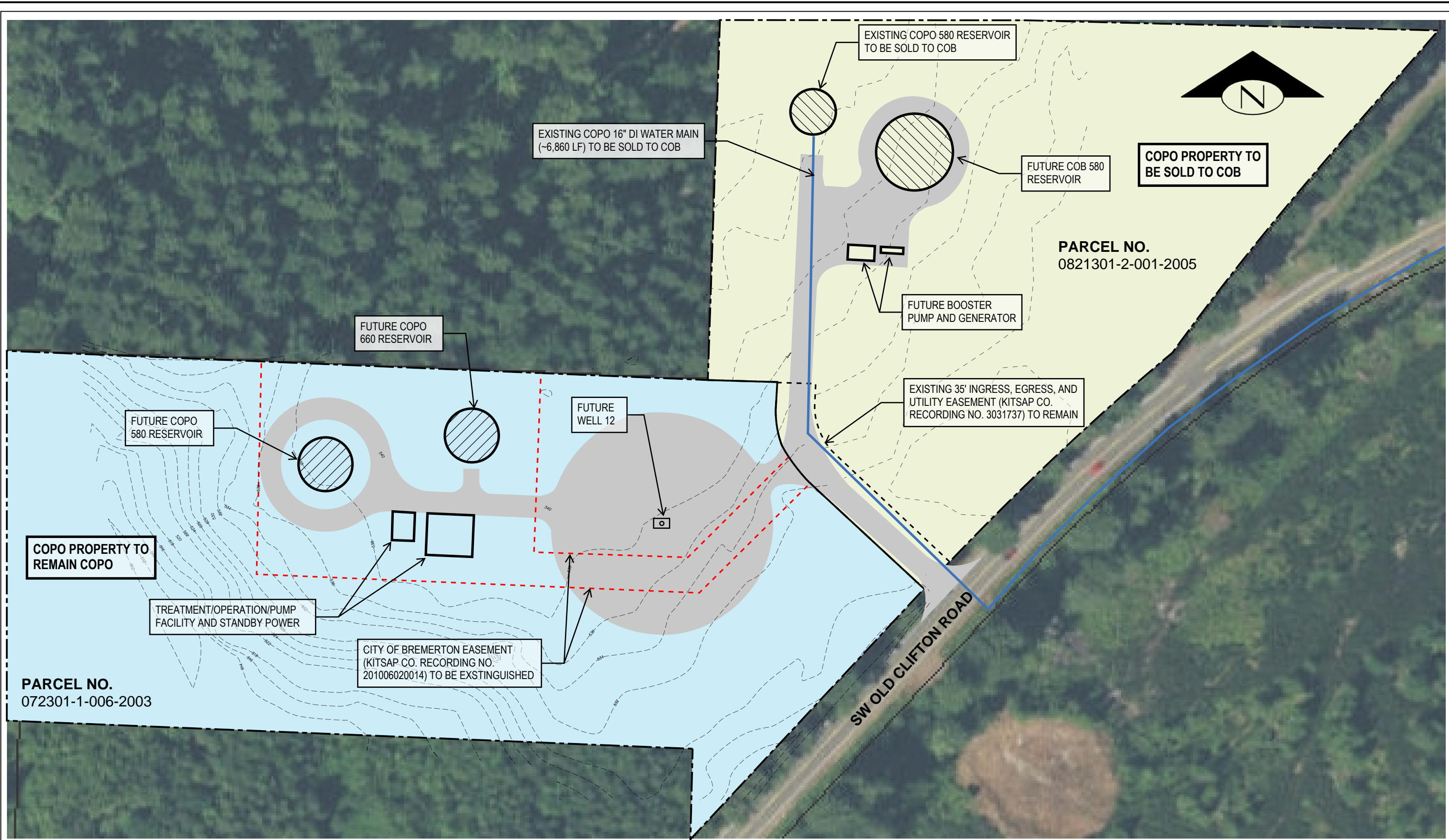
10-10-19

Date

Cc: Rob Putaansuu – Mayor
Noah Crocker – Finance Director

Nick Bond – Development Director
Jacki Brown – Utility Manager
Jennifer Robertson – City Attorney
File

This Page Intentionally Left Blank



DRAWN BY:	Ian Smith, EIT
DATE:	August 7, 2019
SCALE:	1"=80'



City of Port Orchard

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

Agenda Staff Report

Agenda Item No.: Business Item 7H
Subject: Adoption of a Resolution Amending Port Orchard Municipal Code Chapter 10.08 to Update Speed Limits Within the City of Port Orchard

Meeting Date: November 12, 2019
Prepared by: Nicholas Bond, AICP
DCD Director
Atty Routing No.: 075-19
Atty Review Date: October 21, 2019

Summary: On September 24, 2019, the City Council passed Resolution 032-19. Since passage, Public Works staff has been working to implement the speed limit changes as approved. Through this process, the Public Works staff discovered two instances where existing signage in the field does not match the speed limits in Resolution 032-19 or its predecessor Resolution 1945. As such, the Public Works Director has recommended adopting a new resolution to correct these inconsistencies as follows:

- 1. On Lippert Drive at Pottery Ave, Resolution 032-19 states that the speed limit is 20 mph at all times. This should state that the speed limit is 20mph when the beacon is flashing.
- 2. On Bay Street beginning at the east city limits, Resolution 032-19 states that the speed limit is 50 mph, but the signage that has been placed in the field by WSDOT states that the speed limit is 45 mph. The speed limit is being amended to match the WSDOT signage.

Relationship to Comprehensive Plan: N/A

Recommendation: Staff recommends that the City Council adopt the proposed resolution amending Chapter 10.08 POMC to update speed limits within the City of Port Orchard.

Motion for consideration: "I move that that the City Council adopt the proposed resolution amending Chapter 10.08 POMC to update speed limits within the City of Port Orchard."

Fiscal Impact: This amendment does not require any expenditure for new signage.

Alternatives: Change signage to match Resolution 032-19.

Attachments: Resolution, Resolution showing redline changes from 032-19.

This Page Intentionally Left Blank

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF PORT ORCHARD,
WASHINGTON, AMENDING RESOLUTION NO. 1946
ESTABLISHING INCREASES AND/OR DECREASES OF SPEED
LIMITS ON CITY STREETS AND INTERSECTIONS.**

WHEREAS, RCW 46.61.415, as adopted by Ordinance No. 1479, sets forth the procedure for a municipality such as the City of Port Orchard to alter the maximum speed permitted by state law on city arterials, streets, and other rights-of-way, and allows such to be done by resolution after an engineering and traffic investigation by the traffic engineer; and

WHEREAS, the City has annexed large areas into the City limits where speed limits had been previously established by Kitsap County; and

WHEREAS, the City has discovered several instances in which speed limit signage was previously posted, but that signage was not listed in previous speed limit resolutions; and

WHEREAS, the default speed limit established in RCW 46.61.400 for city streets is 25 MPH; and

WHEREAS, pursuant to RCW 46.61.415(1), a city may raise or lower the maximum speed limit on city streets on the basis of an engineering and traffic investigation, within certain established limits; and

WHEREAS, the City completed a speed limit study on August 19, 2019 that included recommendations to reduce speed limits on Old Clifton Road, Sidney Road SW, SW Sedgwick Road, and Glenwood Road SW, which reductions are within the limits established by RCW 46.61.415(1); and

WHEREAS, the City Council of the City of Port Orchard finds that it is necessary and appropriate to alter the vehicular speeds permitted by state law on certain designated streets in the city by resolution and the posting of appropriate signs;

**NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF PORT ORCHARD,
WASHINGTON, DOES HEREBY RESOLVE THAT RESOLUTION NO. 1946 IS HEREBY
AMENDED TO READ AS FOLLOWS:**

Section 1. DECREASE OF SPEED LIMIT. When signs are erected by the City Engineer giving notice thereof, the speed permitted by state law within those streets

and intersections described in this section should be decreased during the times specified:

- (A) Dwight Street from Seattle Avenue to Harrison Avenue, twenty miles per hour at all times;
- (B) DeKalb Street from Seattle Avenue to Harrison Avenue, twenty miles per hour at all times;
- (C) Pottery Avenue from State Highway 16 to a point 300 feet north of the intersection of Lippert Drive, twenty miles per hour, when the beacon is flashing;
- (D) Lippert Drive/West Lippert Drive from a point 300 feet west of Pottery Avenue to a point 300 feet east of Pottery Avenue, twenty miles per hour at all times;
- (E) Mitchell Avenue from a point 300 feet south of Wolves Ln Pvt. to a point 300 feet north of DeKalb Street, twenty miles per hour, when the beacon is flashing;
- (F) Sidney Road SW from a point 300 feet north of SW Birch Road to a point 80 feet south of Glenwood Road, twenty miles per hour, when the beacon is flashing;
- (G) Lawrence Street from Tracy Avenue N to Perry Avenue N, twenty miles per hour at all times;
- (H) Perry Avenue N from Guy Wetzel Street to Lawrence Street, twenty miles per hour at all times;
- (I) Sprague Street, entire length, twenty miles per hour at all times;
- (J) Alleys and other narrow roads not otherwise listed, entire length, ten miles per hour at all times.

Section 2. INCREASE OF SPEED LIMIT. When signs are erected by the City Engineer giving notice thereof, the speed permitted by state law within those streets and intersections described in this section should be increased during the times specified:

- (A) Tremont Street, entire length, thirty-five miles per hour at all times;

- (B) Sidney Avenue from Tremont Street to primary State Highway 16, thirty miles per hour at all times;
- (C) Port Orchard Boulevard, on all that portion five hundred feet from its intersection with primary State Highway 166 to its intersection with Tremont Street, thirty-five miles per hour at all times;
- (D) Pottery Avenue from its intersection with Tremont Street to Sidney Road SW, thirty miles per hour at all times, excluding the school zone when the beacon is flashing;
- (E) On Bay Street (State Highway 166), beginning at the west city limits, easterly to a point 1.4 miles east of the west city limits, fifty miles per hour at all times;
- (F) On Bay Street (State Highway 166), beginning at a point 1.4 miles east of the west city limits, to a point 0.29 miles west of the intersection of West Avenue and Bay Street (State Highway 166), thirty-five miles per hour at all times;
- (G) Old Clifton Road, entire length, thirty-five miles per hour at all times;
- (H) On Mile Hill Drive (State Highway 166), beginning at the east city limits, westerly to the intersection of Bethel Avenue, thirty-five miles per hour at all times;
- (I) Bethel Avenue/Road, beginning at the south city limits to a point 600 feet south of the intersection of Bay Street (State Highway 166), thirty-five miles per hour at all times;
- (J) Olney Avenue, from the Beach Drive E to its intersection with Mile Hill Drive (State Highway 166), thirty miles per hour at all times;
- (K) Sidney Road SW from Pottery Avenue to the south city limits, thirty miles per hour at all times, excluding the school zone when the beacon is flashing;
- (L) SW Sedgwick Road from the east city limit to Sidney Road SW, thirty-five miles per hour at all times;
- (M) SW Sedgwick Road from Sidney Road SW to Glenwood Road SW, thirty-five miles per hour at all times;

- (N) Glenwood Road SW from the west city limit to SW Sedgwick Road, thirty-five miles per hour at all times;
- (O) SE Salmonberry Road from Bethel Road SE to east city limit, thirty miles per hour at all times;
- (P) Lund Avenue, entire length, thirty-five miles per hour at all times;
- (Q) Anderson Hill Road SW from SW Old Clifton Road to north city limit, thirty-five miles per hour at all times;
- (R) Feigley Road SW from SW Old Clifton Road to north city limit, thirty miles per hour at all times;
- (S) Mitchell Road SE from Bethel Road SE to Melcher Street, thirty miles per hour at all times; and
- (T) McCormick Woods Drive SW from Glenwood Road SW to SW Dunraven Place, thirty miles per hour at all times.

Section 3. EFFECTIVE DATE. Pursuant to RCW 46.61.415(5), the altered speed limits set forth in this Resolution shall take effect when appropriate signs giving notice thereof are erected.

PASSED by the City Council of the City of Port Orchard, APPROVED by the Mayor Pro-Tem and attested by the City Clerk in authentication of such passage this 12th day of November 2019.

Bek Ashby, Mayor Pro-Tem

ATTEST:

Brandy Rinearson, MMC, City Clerk

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF PORT ORCHARD,
WASHINGTON, AMENDING RESOLUTION NO. 032-
19 ESTABLISHING INCREASES AND/OR
DECREASES OF SPEED LIMITS ON CITY STREETS
AND INTERSECTIONS.**

WHEREAS, RCW 46.61.415, as adopted by Ordinance No. 1479, sets forth the procedure for a municipality such as the City of Port Orchard to alter the maximum speed permitted by state law on city arterials, streets, and other rights-of-way, and allows such to be done by resolution after an engineering and traffic investigation by the traffic engineer; and

WHEREAS, on September 24, 2019, the City updated its speed limit resolution; and

WHEREAS, the public works department, through the process of ordering signs to implement Resolution 032-19, discovered 2 errors that require correcting; and

WHEREAS, the default speed limit established in RCW 46.61.400 for city streets is 25 MPH; and

WHEREAS, pursuant to RCW 46.61.415(1), a city may raise or lower the maximum speed limit on city streets on the basis of an engineering and traffic investigation, within certain established limits; and

WHEREAS, the City Council of the City of Port Orchard finds that it is necessary and appropriate to alter the vehicular speeds permitted by state law on certain designated streets in the city by resolution and the posting of appropriate signs;

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF PORT ORCHARD, WASHINGTON, DOES HEREBY RESOLVE THAT RESOLUTION NO. 032-19 IS HEREBY AMENDED TO READ AS FOLLOWS:

Section 1. DECREASE OF SPEED LIMIT. When signs are erected by the City Engineer giving notice thereof, the speed permitted by state law within those streets and intersections described in this section should be decreased during the times specified:

- (A) Dwight Street from Seattle Avenue to Harrison Avenue, twenty miles per hour at all times;
- (B) DeKalb Street from Seattle Avenue to Harrison Avenue, twenty miles per hour at all times;
- (C) Pottery Avenue from State Highway 16 to a point 300 feet north of the intersection of Lippert Drive, twenty miles per hour, when the beacon is flashing;
- (D) Lippert Drive/West Lippert Drive from a point 300 feet west of Pottery Avenue to a point 300 feet east of Pottery Avenue, twenty miles per hour ~~at all times~~ when the beacon is flashing;
- (E) Mitchell Avenue from a point 300 feet south of Wolves Ln Pvt. to a point 300 feet north of DeKalb Street, twenty miles per hour, when the beacon is flashing;
- (F) Sidney Road SW from a point 300 feet north of SW Birch Road to a point 80 feet south of Glenwood Road, twenty miles per hour, when the beacon is flashing;
- (G) Lawrence Street from Tracy Avenue N to Perry Avenue N, twenty miles per hour at all times;
- (H) Perry Avenue N from Guy Wetzel Street to Lawrence Street, twenty miles per hour at all times;
- (I) Sprague Street, entire length, twenty miles per hour at all times;
- (J) Alleys and other narrow roads not otherwise listed, entire length, ten miles per hour at all times.

Section 2. INCREASE OF SPEED LIMIT. When signs are erected by the City Engineer giving notice thereof, the speed permitted by state law within those streets and intersections described in this section should be increased during the times specified:

- (A) Tremont Street, entire length, thirty-five miles per hour at all times;

- (B) Sidney Avenue from Tremont Street to primary State Highway 16, thirty miles per hour at all times;
- (C) Port Orchard Boulevard, on all that portion five hundred feet from its intersection with primary State Highway 166 to its intersection with Tremont Street, thirty-five miles per hour at all times;
- (D) Pottery Avenue from its intersection with Tremont Street to Sidney Road SW, thirty miles per hour at all times, excluding the school zone when the beacon is flashing;
- (E) On Bay Street (State Highway 166), beginning at the west city limits, easterly to a point 1.4 miles east of the west city limits, ~~fifty~~ forty-five miles per hour at all times;
- (F) On Bay Street (State Highway 166), beginning at a point 1.4 miles east of the west city limits, to a point 0.29 miles west of the intersection of West Avenue and Bay Street (State Highway 166), thirty-five miles per hour at all times;
- (G) Old Clifton Road, entire length, thirty-five miles per hour at all times;
- (H) On Mile Hill Drive (State Highway 166), beginning at the east city limits, westerly to the intersection of Bethel Avenue, thirty-five miles per hour at all times;
- (I) Bethel Avenue/Road, beginning at the south city limits to a point 600 feet south of the intersection of Bay Street (State Highway 166), thirty-five miles per hour at all times;
- (J) Olney Avenue, from the Beach Drive E to its intersection with Mile Hill Drive (State Highway 166), thirty miles per hour at all times;
- (K) Sidney Road SW from Pottery Avenue to the south city limits, thirty miles per hour at all times, excluding the school zone when the beacon is flashing;
- (L) SW Sedgwick Road from the east city limit to Sidney Road SW, thirty-five miles per hour at all times;
- (M) SW Sedgwick Road from Sidney Road SW to Glenwood Road SW, thirty-five miles per hour at all times;
- (N) Glenwood Road SW from the west city limit to SW Sedgwick Road, thirty-five miles per hour at all times;

- (O) SE Salmonberry Road from Bethel Road SE to east city limit, thirty miles per hour at all times;
- (P) Lund Avenue, entire length, thirty-five miles per hour at all times;
- (Q) Anderson Hill Road SW from SW Old Clifton Road to north city limit, thirty-five miles per hour at all times;
- (R) Feigley Road SW from SW Old Clifton Road to north city limit, thirty miles per hour at all times;
- (S) Mitchell Road SE from Bethel Road SE to Melcher Street, thirty miles per hour at all times; and
- (T) McCormick Woods Drive SW from Glenwood Road SW to SW Dunraven Place, thirty miles per hour at all times.

Section 3. EFFECTIVE DATE. Pursuant to RCW 46.61.415(5), the altered speed limits set forth in this Resolution shall take effect when appropriate signs giving notice thereof are erected.

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 _____ day of ~~September~~ November 2019.

MAYOR ROBERT PUTAANSUU

ATTEST:

CITY CLERK, BRANDY RINEARSON

This Page Intentionally Left Blank



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 7I</u>	Meeting Date:	<u>November 12, 2019</u>
Subject:	<u>Approval of an Ingress/Egress and Utility Easement Agreement with Joyce Elizabeth Bonfoey Across Tax Parcel 052301-2-012-2005</u>	Prepared by:	<u>Mark R. Dorsey, P.E. Public Works Director</u>
		Atty Routing No.:	<u>073-19</u>
		Atty Review Date:	<u>October 14, 2019</u>

Summary: The City of Port Orchard owns (via annexation) the property associated with the McCormick Meadows storm drainage facility (Tax Parcel 052301-2-012-2005.) An adjacent property to the south, owned by Joyce Elizabeth Bonfoey (Tax Parcel 052301-3-002-2005), is landlocked and she is requesting legal access across the same 60-ft area that an existing ingress/egress & utility easement occupies for the benefit of the neighboring properties to the west and north, and the Pontuis parcels to the south that the City authorized access in 2015. The valuable consideration for granting access to the easement is the Bonfoey required participation within the existing Joint Use and Maintenance Agreement that the neighboring properties to the west and north are party to and have already executed/recorded the amended document (attached.)

Relationship to Comprehensive Plan: N/A

Recommendation: Staff recommends that the City Council authorize the Mayor Pro-Tem to execute an Easement Agreement with Joyce Elizabeth Bonfoey for an Ingress/Egress & Utility Easement across the easterly 324.6-ft of the South 60-ft of Lot 8 (Tax Parcel No. 052301-2-012-2005.)

Motion for Consideration: I move to authorize the Mayor Pro-Tem to execute an Easement Agreement with Joyce Elizabeth Bonfoey for an Ingress/Egress & Utility Easement across the easterly 324.6-ft of the South 60-ft of Lot 8 (Tax Parcel No. 052301-2-012-2005.)

Fiscal Impact: None

Alternatives: Do not provide easement.

Attachments: Bonfoey Easement Agreement and Copy - Amended Joint Use and Maintenance Agreement.

This Page Intentionally Left Blank

EASEMENT AGREEMENT

THIS INSTRUMENT is executed this 16th day of OCTOBER 2019, by and between the City of Port Orchard, a Washington municipal corporation (the "Grantor") as the Owner of the property described herein, and Joyce Elizabeth Bonfoey, a single woman, (the "Grantee"), whose address is P.O. Box 56443, 3018 Badger Road, North Pole, AK 99705.

WITNESSETH:

WHEREAS, the Grantor owns a fee simple in the real property, commonly known as 4801 Lone Bear Lane SW, Port Orchard, Washington 98367, and which is legally described as follows (hereinafter "Grantor's Property"):

Lot 8 of Survey recorded in Volume 18 of Surveys, Page 221, AFN 8302040103, being a portion of the West half of the Northwest quarter of Section 5, Township 23 North, Range 1 East, W.M., in Kitsap County, Washington.
(Parcel Number: 052301-2-012-2005)

WHEREAS, the Grantee owns the real property lying adjacent to the Grantor's Property, which is legally described as follows (hereinafter "Grantee's Property"):

Parcel 1 — Tax Account No. 052301-3-002-2005

The North half of the East quarter of the Northwest quarter of the Southwest quarter of Section 5, Township 23 North, Range 1 East, W.M., in Kitsap County, Washington.
(Parcel Number: 052301-3-002-2005)

WHEREAS, the Grantee desires an easement for the purpose of ingress, egress and utility purposes over the Grantor's Property in order to access the existing roadway known as Lone Bear Lane S.W., and

WHEREAS, the Grantor has agreed to grant an easement to the Grantee for the purposes as described in this Easement, in exchange for the consideration described herein;

NOW, THEREFORE, the parties hereto agree as follows:

In consideration of being party to the Amended Joint Use and Maintenance Agreement, Auditor's File No. 201504150106, receipt of which is hereby acknowledged, the Grantor hereby conveys to the Grantee, a perpetual, nonexclusive easement, under, over, through and across the property as described below, for ingress, egress and utility purposes normally associated with property developed for single-family residential use, which easement (hereinafter "Easement") is sixty (60) feet wide and shown on the map in **EXHIBIT A** and is legally described as follows:

The East 324.6 feet of the South 60 feet of Lot 8, of Survey recorded in Volume 18 of Surveys, Page 221, AFN 8302040103, being a portion of the West half of the Northwest quarter of Section 5, Township 23 North, Range 1 East, W.M., in Kitsap County, Washington.

This Easement is subject to and conditioned upon the following terms and covenants, which both parties promise to faithfully and fully observe and perform:

1. **Responsibility to Repair Damage.** The Grantee shall, upon completion of any work to improve the Easement, repair any damage to the Grantor's Property, and any improvements on the Property owned by the Grantor, which are disturbed, damaged or destroyed during execution of the work, as nearly as practicable to the condition they were in immediately before commencement of the work or entry by the Grantee.

2. **Notice of Entry.** The Grantor, their successors and assigns, shall allow access to the Easement by the Grantee, without the Grantee having to give prior notice of its intent to access the Easement.

3. **Indemnification, Hold Harmless.** The Grantee hereby releases, covenants not to bring suit, and agrees to indemnify, defend and hold harmless the Grantor, its officers, officials, employees, agents and representatives from any and all claims, costs, judgments, losses or suits including attorneys' fees, awards or liabilities to any person arising out of or in connection with this Easement, except for injuries or damages caused by the sole negligence of the Grantor.

In the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Grantor and the Grantee, its officers, officials, employees, agents and representatives, the Grantee's liability hereunder shall be only to the extent of the Grantee's negligence.

The provisions of this section shall survive the termination of this Easement.

4. **Termination of Easement.** This Easement shall terminate if the Grantee abandons the Easement or fails to use the Easement for the purpose(s) described herein.

5. **Dispute Resolution and Attorneys Fees.** If any dispute arises between the Grantee and the Grantor under any of the provisions of this Easement which cannot be resolved by agreement of the parties, jurisdiction of any resulting litigation shall be filed in Kitsap County Superior Court, Kitsap County, Washington. This Easement shall be governed by and construed in accordance with the laws of the State of Washington. The substantially prevailing party in any such litigation shall be entitled to recover its reasonable attorneys' fees and costs from the other party, including any expert witness fees.

6. **Waiver.** No waiver by either party of any term or condition of this Easement shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach, whether of the same or a different provision of this Easement.


7. **Merger.** This Easement contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Easement and no prior agreements shall be effective for any purpose.

8. **Severability.** If any of the provisions contained in this Easement are held illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

9. **Easement Binding on Successors and Assigns.** This instrument shall be recorded against the Property in the records of the Kitsap County Auditor at the expense of the Grantee and shall inure to the benefit of and be binding upon the Grantee, its legal representatives, assigns, heirs and all owners of an after-acquired interest in the Property, and their successors and assigns.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above written.

GRANTEE:


By: Jennifer Snodgrass, Attorney-in-Fact for
Grantee Joyce Elizabeth Bonfoey

GRANTOR:

The City or Port Orchard

Robert Putaansuu, Mayor

Attest/Authenticated:

Brandy Rinearson, MMC, City Clerk

Approved as to form:

Sharon Cates, City Attorney

STATE OF IDAHO)
) ss.
COUNTY OF LATAH)

I certify that I know or have satisfactory evidence that Jennifer Snodgrass is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument as Attorney-in-Fact for Joyce Elizabeth Bonfoey, and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 10/16/2019



Stacey A Swift
Printed: Stacey A Swift
NOTARY PUBLIC in and for Idaho
Residing at: Moscow, Latah County
My appointment expires: 06/02/2020

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that Robert Putaansuu is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Mayor of the City of Port Orchard, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

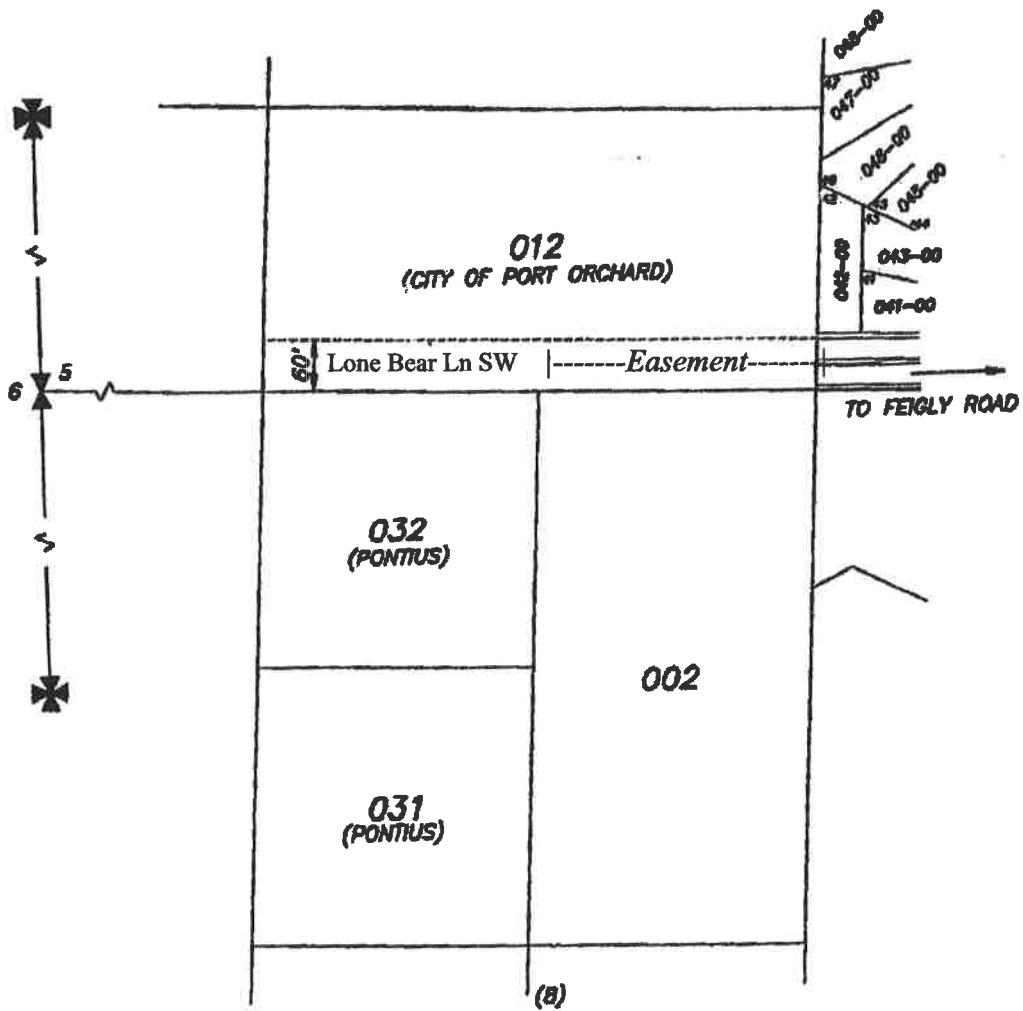
DATED: _____

Printed: _____
NOTARY PUBLIC in and for Washington
Residing at: _____
My appointment expires: _____

EXHIBIT A

SKETCH OF EASEMENT

SCALE: 1" = 200'



October 3, 2019

Return Address

Joyce E. Bonfoey

P.O. Box 56443

North Pole, AK 99705

C/o Jennifer Snodgrass, Attorney in Fact

3130 Flomer Ln

Moscow, ID 83843

Document Title(s): Addendum to Joint Use and Maintenance Agreement.

Auditor's File Number of Document(s) Referenced: 3085960

Grantor(s) person(s) that conveys, sells, or grants interest in property:

Lone Bear Lane Road Maintenance Association

Grantee(s) person that buys, received or to whom conveyance of property is made: Joyce E. Bonfoey

Abbreviated Legal Description:

- Quarter, Quarter, Section, Township, Range; OR
- Plat/Condo Name, lot or unit number, building or block number; OR
- Short Plat, Large Lot number, lot number and auditor file number

PTN NW/SW 5-23-1E

Assessor's 14 digit Tax Parcel Number: 052301-3-002-2005

ADDENDUM TO JOINT USE AND MAINTENANCE AGREEMENT

Legal description: Portions of the Northwest Quarter of Section 5, Township No. 23 North, Range 1 East, W.M.

Grantor: Lone Bear Lane Road Maintenance Association

THIS ADDENDUM to the Joint Use and Maintenance Agreement filed under Auditor's File No. 3085960, made on the date hereof set forth by LONE BEAR LANE ROAD MAINTENANCE ASSOCIATION, hereinafter referred to as Declarant.

WITNESSETH:

WHEREAS, Declarant is the association in charge of the maintenance of certain real property in Kitsap County, Washington, being the access roadway known as Lone Bear Lane SW, within that portion legally described as Lots 1 through 16, inclusive as shown on that certain Large Lot Subdivision according to the survey recorded under Auditor's File No. 8302040103, being a portion of the West half of the Northwest quarter of Section 5, Township 23, Range 1 East, W.M.

WHEREAS, the Declarant, on behalf of the successors or assigns of the Association, hereby wishes to grant this Addendum to the Agreement for the perpetual maintenance of the roadway through the hereinabove described real property as outlined in the original document for Joint Use and Maintenance Agreement filed under Auditor's File No. 3085960. This Addendum is for including the following properties, in addition to the original Grantees:

1. Tax Account No. 052301-3-002-2005. Owner: Joyce E. Bonfoey, her heirs, successors and assigns.

NOW THEREFORE, in consideration of the mutual benefits to be derived therefrom, the Declarant does hereby agree as follows:



3085960
Page 1 of 4
05/05/98 03:01P
Kitsap Co, WA

JOINT USE AND MAINTENANCE AGREEMENT

46572B

Tax Account Numbers: 052301-2-005-2004, 052301-2-006-2003, 052301-2-007-2002, 052301-2-008-2001, 052301-2-009-2000, 052301-2-010-2007, 052301-2-011-2006, 052301-2-013-2004, 052301-2-014-2003, 052301-2-015-2002, 052301-2-016-2001, 052301-2-017-2000, 052301-2-018-2009, 052301-2-019-2008, and 052301-2-020-2005

EXCISE TAX EXEMPT MAY - 5 1998

Legal description: Portions of the Northwest Quarter of Section 5, Township No. 23 North, Range 1 East, W.M.

Grantor: Emcee, Inc, a Washington Corporation

THIS AGREEMENT, made on the date hereof set forth by EMCEE, INC. hereinafter referred to as Declarant

WITNESSETH:

WHEREAS, Declarant is the owner of that certain real property in Kitsap County, Washington being legally described as Lots 1 through 7, inclusive and Lots 9 through 16, inclusive as shown on that certain Large Lot Subdivision according to the survey recorded under Auditor's File No. 8302040103, being a portion of the West half of the Northwest Quarter of Section 5, Township 23 North, Range 1 East, W.M.

WHEREAS, the Declarant, on behalf of himself, his heirs, successors or assigns wishes to create this agreement for the perpetual maintenance of the roadway through the hereinabove described real property.

NOW THEREFORE, in consideration of the mutual benefits to be derived therefrom, the Declarant does hereby agree as follows:

1. That each of the owners of the property hereinabove described, their heirs, successors and assigns shall contribute equally, according to the number of lots owned, to the repair and maintenance of the above described roadway.
2. That the above described roadway has been constructed to be passable year-round and that no party is authorized to or shall expect any other party to contribute to improvements by placing gravel or asphalt on the said roadway without prior written agreement of all of the parties.
3. Said roadway shall be used for normal ingress, egress and utilities purposes relating to the property adjacent thereto. Any party making use of said roadway in such manner or such equipment that does significant damage to said roadway shall at their sole expense be responsible for repairing said roadway to its original condition.
4. The expense for maintenance of all drainage ditches, conduits, tiles or culverts as may be required by the Kitsap County Engineer or other public authority in order to assure safe, passable condition of said roadway shall be borne equally by the owners of the above described property.
5. Each owner shall indemnify all other owners of the property hereinabove described against all liability for injury to himself or damage to his property when such injury or damage shall result from or arise out of fault of any maintenance or repair undertaken in accordance with this agreement.
6. The owners hereby delegate the responsibility for maintenance and repairs to a committee, which shall consist of three of the owners. Each of the committee members shall serve for a term of three (3) years.
7. The need for maintenance and repairs shall be as agreed to by a majority of the committee members. Upon deciding that maintenance or repairs are necessary, the committee shall contract for bids on behalf of all of the owners. The committee shall then present bids to the owners for discussion and input. The committee shall then contract for the same on behalf of all of the owners. The owners hereby agree to hold the committee members harmless of and from any claim or liability resulting from their decision that repairs and/or maintenance are necessary and further from contracting for the same.
8. The committee shall, from time to time, at their discretion, estimate the repairs and maintenance that they believe will be necessary in the future and the cost thereof. The estimated cost shall be divided equally between all of the owners regardless of the size of their respective properties. Each owner shall, at monthly or other periodic intervals as determined by the committee, pay their respective shares to the committee.

The committee shall deposit such payments into a bank account established in the name, as representatives of an unincorporated association and shall thereafter be expended by the committee as they deem necessary to meet the cost of maintenance and repairs.

If the amount of the actual repairs or maintenance exceeds the estimated cost thereof, the owners shall immediately, upon request by the committee, remit such amounts as are necessary to make up the deficit.



3085960
Page: 2 of 4
65/65/98 83:81P
Kitsap Co, WA

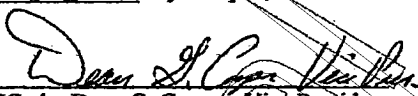
The committee may also establish and charge the owners for a reserve against contract contingencies and emergency repairs as they may see fit so to do.

In the event that an owner shall fail to pay any of the amounts hereinabove referred to, when due, the remaining owners shall have a lien, as described below, for the unpaid amount.

The lien referred to above shall be calculated and perfected as follows: the remaining owners shall be entitled to the actual amount unpaid plus interest thereon at the highest legal rate in effect at the time the said payment was due. A notice of lien, signed by two or more of the committee members, on behalf of all of the remaining owners, shall be recorded at the Office of the Auditor in and for the County of Kitsap. The committee members shall then have, at their discretion, all of the remedies at law then available.

This agreement shall run with the land and be binding on all parties having any right, title or interest in the hereinabove described property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

Dated this 23 day of April, 1998


EMCEE, INC., by Dean G. Cooper, Vice President



3085960
Page: 3 of 4
05/05/98 03:01P
Kitsap Co, WA

ADDITIONAL NOTARY FOR: CTC - 46572B

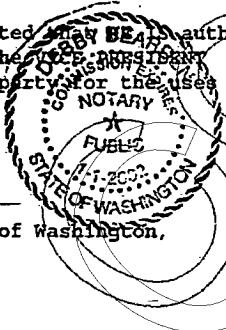
STATE OF WASHINGTON ss.
County of KITSAP

I certify that I know or have satisfactory evidence that
DEAN G. COOPER
signed this instrument, on oath stated that he is authorized to execute this
instrument and acknowledged it as the true and voluntary act of such party for the uses and purposes mentioned
in this instrument.

Dated: 4-23-98
Deborah

Notary Public in and for the State of Washington,
residing at PORT ORCHARD

My appointment expires 1-1-02



CHARTER TITLE CORP RWA \$11.00

3085960
Page: 4 of 4
05/05/98 03:01P
Kitsap Co, WA

Large diagonal watermark text reading 'Unofficial Copy' across the page.

Lone Bear Lane Road Maintenance Committee

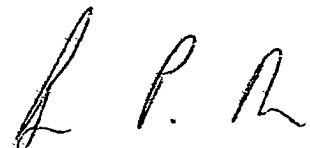
Signature Page

for

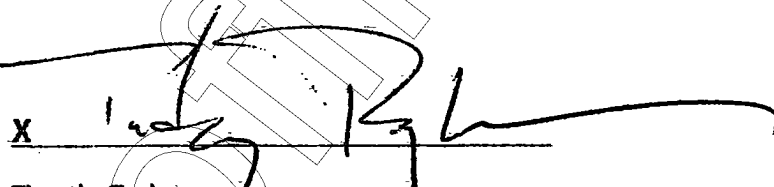
ADDENDUM TO JOINT USE AND MAINTENANCE AGREEMENT

X 

Brian Weirth
Chairman

X 

Bryan Derr
Vice-Chairman

X 

Timothy Taylor
Treasurer/Secretary

Signature page

"Joint Use and Maintenance Agreement – Joyce E. Bonfoey Addendum"

Grantor: Lone Bear Lane Road Maintenance Association

Grantee: Joyce E. Bonfoey

Dated this 3RD day of October, 2019

Jennifer Snodgrass, POA for JOYCE E. BONFOEY

Jennifer Snodgrass, Attorney-in-fact for Joyce E. Bonfoey, Grantee

ACKNOWLEDGMENT

State of Idaho
County of Latah

Signed and sworn to (or affirmed) before me on this 3RD day of October,
2019, by Jennifer Snodgrass as Attorney-in-fact for Joyce
E. Bonfoey.

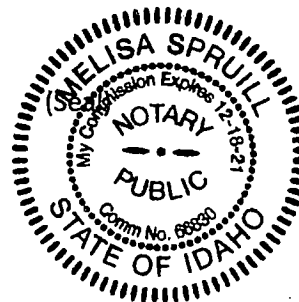
Melisa Spruill

Signature of Notary Public

Melisa Spruill

Printed Name of Notary Public

Commission Expiration Date: 12/18/21



This Page Intentionally Left Blank



**City of Port Orchard
 Council Meeting Minutes
 Work Study Session Meeting of October 15, 2019**

CALL TO ORDER AND ROLL CALL

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

Roll call was taken by the Deputy City Clerk as follows:

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

Staff present: Community Development Director Bond, Finance Director Crocker, City Attorney Cates, Deputy City Clerk Floyd and Office Assistant II Whisenant were also present.

Pledge of Allegiance

Mayor Pro-Tem Ashby led the audience and Council in the Pledge of Allegiance.

1. 2019-2020 Mid-Biennial Review and Modifications

Finance Director Crocker went over the statutes of the mid-biennial review and the status reports for each department focusing on; changes that reduce expenditures, major increases to current budgeted expenditures, and modifications/requests for new mission critical, and unforeseen major expenditures. The Finance Department, Mayor, and Finance Committee have reviewed the proposed modifications. Finance Director Crocker identified adjustments in each fund; General Governmental Funds – Operating, General Governmental Funds – Capital, and Enterprise Funds.

Councilmembers and staff discussed where the City’s fund balances are projected now and for next year, because of the various supported additional requests.

Council Direction: Council is to review proposed budget adjustments and provide any additional comments to the Finance Director Crocker.

2. 2019 Comprehensive Plan Amendments

Community Development Director Bond discussed the accepted amendments to the City's 2019 Comprehensive Plan involving the City's 6-year Transportation Improvement Plan, the Bethel/Sedgwick Corridor Study Plan, and the designation process for applying as a Regional Centers through the Puget Sound Regional Council (PSRC).

Councilmembers and staff had more in-depth discussions on the proposed revisions, public hearings, budget adjustments and regional centers.

Council Direction: No direction was given to staff.

3. LTAC 2020 Funding Recommendation

Councilmember Rosapepe explained the funding recommendations provided by the Lodging Tax Advisory Committee and stated that the focus for awarding funds was based on the exposure of the City and media.

Councilmembers heavily discussed the extended foot ferry service provided during the summer.

Council Direction: No direction was given to staff.

OTHER DISCUSSION:

Councilmember Ashby added discussion of the Plastic Bag Ban (Reduction) includes major retailers and restaurants. Staff is to notify impacted businesses in the City to bring awareness of the expectations.

Finance Director Crocker clarified Council direction for the 2019-2020 Mid-Biennial Review and Modifications item discussed earlier in the meeting. Also, went over the items on the next Council meeting. Councilmembers and staff discussed potential change in medical plan options.

ADJOURNMENT

The meeting adjourned at 8:12 p.m. No other action was taken. Audio/Visual was successful.

Brandy Rinearson, MMC, City Clerk

Bek Ashby, Mayor Pro-Tem