



City of Port Orchard Council Meeting Agenda
May 12, 2020
6:30 p.m.

Mayor:
 Rob Putaansuu
 Administrative Official

Councilmembers:
 Bek Ashby
 Finance Committee
 Economic Development & Tourism Committee
 Transportation Committee
 KRCC/KRCC PlanPol-alt /KRCC TransPol
 PSRC-alt/PSRC TransPOL-Alt/PRTPO

Shawn Cucciardi
 Finance Committee
 E/D & Tourism Committee, **Chair**
 Kitsap Economic Development Alliance

Fred Chang
 Economic Development & Tourism Committee
 Land Use Committee

Jay Rosapepe (Mayor Pro-Tempore)
 Utilities/Sewer Advisory Committee
 Land Use Committee
 Transportation Committee
 Lodging Tax Advisory Committee, **Chair**
 KRCC-alt

John Clauson
 Finance Committee
 Utilities/Sewer Advisory Committee
 Kitsap Public Health District-alt

Cindy Lucarelli
 Festival of Chimes & Lights Committee, **Chair**
 Utilities/Sewer Advisory Committee
 Kitsap Economic Development Alliance

Scott Diener
 Land Use Committee, **Chair**
 Transportation 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, CPRO
 City Clerk

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

Pursuant to the Governor’s “Stay Home - Stay Safe” Order, the City will take actions on necessary and routine business items.

The City is prohibited from conducting meetings unless the meeting is NOT conducted in-person and instead provides options for the public to attend through telephone access, internet or other means of remote access, and also provides the ability for persons attending the meeting (not in-person) to hear each other at the same time. Therefore;

Remote access only

Link: <https://us02web.zoom.us/j/89446074002?pwd=eHRjK0hSbXBIRnhCV2N3cEpLdThoZz09>

Zoom Meeting ID: 894 4607 4002

Password: 200567

Zoom Call-In: 1 253 215 8782

1. CALL TO ORDER

A. Pledge of Allegiance

2. APPROVAL OF AGENDA

3. CITIZENS COMMENTS

(Has been suspended until further notice. Written comments are welcomed and can be emailed to cityclerk@cityofportorchard.us)

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. Adoption of a Resolution Approving a Contract with National Intergovernmental Purchasing Alliance Company, D/B/A Omnia Partners (Dorsey) Page 3

D. Approval of an Easement with Puget Sound Energy, Inc. as Needed for the Construction, Operation, Maintenance and Repair of Power Services for the McCormick Woods Sewer Lift Station Improvements (Dorsey) Page 11

5. PRESENTATION

6. PUBLIC HEARING

7. BUSINESS ITEMS

- A. [Approval of Supplemental Agreement No. 1 with GeoEngineers, Inc. for the 2019-2020 Bay Street Pedestrian Pathway NEPA Update \(Dorsey\) **Page 17**](#)
- B. [Approval of the April 21, 2020, Council Work Study Session Meeting Minutes **Page 27**](#)
- C. [Approval of the April 28, 2020, Council Meeting Minutes **Page 33**](#)

8. DISCUSSION ITEMS (No Action to be Taken)

- A. [Transportation Impact Fee Study Update and Alternatives \(Bond\) **Page 39**](#)
- B. Cares Act Fund (Mayor)

9. REPORTS OF COUNCIL COMMITTEES

10. REPORT OF MAYOR

11. REPORT OF DEPARTMENT HEADS

12. CITIZEN COMMENTS

(Has been suspended until further notice. Written comments are welcomed and can be emailed to cityclerk@cityofportorchard.us)

13. EXECUTIVE SESSION: Pursuant to RCW 42.30.110, the City Council **WILL HOLD** an executive session to discuss real estate matter. The session duration will be announced prior to the executive session.

14. ADJOURNMENT

COMMITTEE MEETINGS

Date & Time

Location

COMMITTEE MEETINGS	Date & Time	Location
Finance	May 12, 2020; 5:30pm - 2 nd Tuesday of each month	Held Remotely
Economic Development and Tourism	May 18, 2020; 9:30am	Held Remotely
Utilities	May 19, 2020; 5:00pm - 3 rd Tuesday of each month	Held Remotely
Sewer Advisory	May 27, 2020; 6:30pm	Held Remotely
Land Use	June 1, 2020; 9:30am - 1 st Monday of each month	Held Remotely
Transportation	May 26, 2020; 5:00pm - 4 th Tuesday of each month	Held Remotely
Lodging Tax Advisory	October, 2020	City Hall
Festival of Chimes & Lights	TBD; 3:30pm - 3 rd Monday of each month	City Hall
Outside Agency Committees	Varies	Varies

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

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

Agenda Staff Report

Agenda Item No.: Consent Agenda 4C
Subject: Adoption of a Resolution Approving a
Contract with National Intergovernmental
Purchasing Alliance Company, D/B/A
Omnia Partners

Meeting Date: May 12, 2020
Prepared by: Mark Dorsey, P.E.
Public Works Director
Atty Routing No.: N/A
Atty Review Date: N/A

Summary: City staff has determined a need to procure services through a cooperative purchasing company, but the city does not currently have a valid Master Agreement with that company. The contracting party that supplies fire alarm testing, emergency exit lighting inspection/testing, and fire extinguisher services has favorable pricing based through this cooperative purchasing company. City staff have determined that it is in the best interest to enter into an Agreement with the cooperative purchasing company, Omnia Partners, Public Sector, and become a member in order to jointly make purchases with other participating public entities.

Governor Inslee’s Proclamation 20-28: This item is [check all that apply]: COVID-19 related; necessary and routine, for the following reasons: necessary for the procurement of public services related to the safety of city owned assets and staff, and this is a routine purchase to preserve city owned assets and staff.

Recommendation: Staff recommends adoption of Resolution No. 014-20, thereby approving Contract 044-20 with National Intergovernmental Purchasing Alliance Company, D/B/A Omnia Partners.

Relationship to Comprehensive Plan: N/A

Motion for consideration: I move to adopt Resolution No. 014-20, thereby approving Contract No. C044-20 with National Intergovernmental Purchasing Alliance Company, D/B/A Omnia Partners.

Fiscal Impact: None

Alternatives: Do not approve.

Attachments: Resolution and Ex. A: C044-20.

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RESOLUTION NO. 014-20

**A RESOLUTION OF THE CITY OF PORT ORCHARD, WASHINGTON,
AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL
AGREEMENT WITH NATIONAL INTERGOVERNMENTAL
PURCHASING ALLIANCE COMPANY, D/B/A OMNIA PARTNERS.**

WHEREAS, Chapter 39.34 RCW, the Interlocal Cooperation Act, authorizes the City of Port Orchard to enter into an interlocal cooperation agreement with another agencies to perform any governmental services, activity or undertaking which each contracting party is authorized by law to perform, including cooperative governmental purchasing; and; and

WHEREAS, National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector and/or Communities Program Management, LLC, a California limited liability company, d/b/a U.S. Communities (collectively, "OMNIA Partners, Public Sector") is a national cooperative purchasing organization providing access to contracts for its members through a Request for Proposal process conducted by a Principal Procurement Agencies throughout the country; and

WHEREAS, to become a member and participate in this cooperative purchasing organization, the City is required to execute a Master Intergovernmental Cooperative Purchasing Agreement, akin to an interlocal agreement under Washington law, a copy of which is attached hereto as "Exhibit A", and incorporated herein by this reference; and

WHEREAS, the City Council has determined that the City is authorized to become a member of OMNIA Partners, Public Sector to jointly make purchases with other participating public entities in accordance with the Interlocal Cooperation Act, Ch. 39.34 RCW; and

WHEREAS, the City has determined that it is in its best interest to enter into the Agreement and become a member of OMNIA Partners, Public Sector in order to jointly make purchases with other participating public entities; NOW THEREFORE

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

THAT: The Mayor is authorized and directed to execute on behalf of the City of Port Orchard the Master Intergovernmental Cooperative Purchasing Agreement attached as Exhibit "A" with OMNIA Partners, Public Sector.

THAT: The City Clerk is authorized to make necessary clerical corrections to this resolution including, but not limited to, the correction of scrivener's errors, references, resolution numbering, section/subsection numbers and any references thereto.

THAT: The City Clerk is instructed to publish this Agreement on the City's website, pursuant to RCW 39.34.040.

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

PASSED by the City Council of the City of Port Orchard, SIGNED by the Mayor and attested by the Clerk in authentication of such passage this 12th day of May, 2020.

Robert Putaansuu, Mayor

ATTEST:

Brandy Rinearson, MMC, City Clerk

Ex. A

Contract No. 044-20

OMNIA PARTNERS



MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (this “**Agreement**”) is entered into by and between those certain government agencies that execute a Principal Procurement Agency Certificate (“**Principal Procurement Agencies**”) with National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector and/or Communities Program Management, LLC, a California limited liability company d/b/a U.S. Communities (collectively, “**OMNIA Partners, Public Sector**”) to be appended and made a part hereof and such other public agencies (“**Participating Public Agencies**”) who register to participate in the cooperative purchasing programs administered by OMNIA Partners, Public Sector and its affiliates and subsidiaries (collectively, the “**OMNIA Partners Parties**”) by either registering on the OMNIA Partners, Public Sector website (www.omniapartners.com/publicsector or any successor website), or by executing a copy of this Agreement.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Principal Procurement Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers have entered into “**Master Agreements**” (herein so called) to provide a variety of goods, products and services (“**Products**”) to the applicable Principal Procurement Agency and the Participating Public Agencies;

WHEREAS, Master Agreements are made available by Principal Procurement Agencies through the OMNIA Partners Parties and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase; and

WHEREAS, in addition to Master Agreements, the OMNIA Partners Parties may from time to time offer Participating Public Agencies the opportunity to acquire Products through other group purchasing agreements.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties hereby agree as follows:

1. Each party will facilitate the cooperative procurement of Products.
2. The Participating Public Agencies shall procure Products in accordance with and subject to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency's procurement practices. The Participating Public Agencies hereby acknowledge and agree that it is the intent of the parties that all provisions of this Agreement and that Principal Procurement Agencies' participation in the program described herein comply with all applicable laws, including but not limited to the requirements of 42 C.F.R. § 1001.952(h), as may be amended from time to time. The Participating Public Agencies further acknowledge and agree that they are solely responsible for their compliance with all applicable "safe harbor" regulations, including but not limited to any and all obligations to fully and accurately report discounts and incentives.
3. The Participating Public Agency represents and warrants that the Participating Public Agency is not a hospital or other healthcare provider and is not purchasing Products on behalf of a hospital or healthcare provider.
4. The cooperative use of Master Agreements shall be in accordance with the terms and conditions of the Master Agreements, except as modification of those terms and conditions is otherwise required by applicable federal, state or local law, policies or procedures.
5. The Principal Procurement Agencies will make available, upon reasonable request, Master Agreement information which may assist in improving the procurement of Products by the Participating Public Agencies.
6. The Participating Public Agency agrees the OMNIA Partners Parties may provide access to group purchasing organization ("**GPO**") agreements directly or indirectly by enrolling the Participating Public Agency in another GPO's purchasing program, including but not limited to Vizient Source, LLC, Provista, Inc. and other OMNIA Partners, Public Sector affiliates and subsidiaries; provided the purchase of Products through the OMNIA Partners Parties or any other GPO shall be at the Participating Public Agency's sole discretion.
7. The Participating Public Agencies (each a "**Procuring Party**") that procure Products through any Master Agreement or GPO Product supply agreement (each a "**GPO Contract**") will make timely payments to the distributor, manufacturer or other vendor (collectively, "**Supplier**") for Products received in accordance with the terms and conditions of the Master Agreement or GPO Contract, as applicable. Payment for Products and inspections and acceptance of Products ordered by the Procuring Party shall be the exclusive obligation of such Procuring Party. Disputes between Procuring Party and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the Procuring Party and Supplier.
8. The Procuring Party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for purchase of similar products or services outside of the Master Agreement. Master Agreements may be structured with not-to-exceed pricing, in which

cases the Supplier may offer the Procuring Party and the Procuring Party may accept lower pricing or additional concessions for purchase of Products through a Master Agreement.

9. The Procuring Party shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a Procuring Party, and, to the extent permitted by applicable law, the Procuring Party shall hold non-procuring party harmless from any liability that may arise from the acts or omissions of the Procuring Party.

10. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE OMNIA PARTNERS PARTIES EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO CONTRACT. THE OMNIA PARTNERS PARTIES SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE OMNIA PARTNERS PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE PROCURING PARTY ACKNOWLEDGES AND AGREES THAT THE OMNIA PARTNERS PARTIES SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR OTHER PARTY UNDER A MASTER AGREEMENT OR GPO CONTRACT.

11. This Agreement shall remain in effect until termination by either party giving thirty (30) days' written notice to the other party. The provisions of Paragraphs 6 - 10 hereof shall survive any such termination.

12. This Agreement shall take effect upon (i) execution of the Principal Procurement Agency Certificate, or (ii) registration on the OMNIA Partners, Public Sector website or the execution of this Agreement by a Participating Public Agency, as applicable.




Authorized Signature
Robert Putansuu

Name
Mayor, City of Port Orchard

Title and Agency Name
4/29/2020

Date

OMNIA PARTNERS, PUBLIC SECTOR


Signature
Sarah E. Vavra

Name
Sr. Vice President, Public Sector Contracting

Title

Date





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>Consent Agenda 4D</u>	Meeting Date:	<u>May 12, 2020</u>
Subject:	<u>Approval of an Easement with Puget Sound Energy, Inc. as Needed for the Construction, Operation, Maintenance and Repair of Power Services for the McCormick Woods Sewer Lift Station Improvements</u>	Prepared by:	<u>Mark Dorsey, P.E. Public Works Director</u>
		Atty Routing No.:	<u>N/A</u>
		Atty Review Date:	<u>N/A</u>

Summary: As a function of the City’s McCormick Woods Sanitary Sewer Lift Station Improvement Project, Puget Sound Energy, Inc. (PSE) requires an easement area of 10-ft. in width along the proposed service line to construct, operate, maintain and repair the upgraded power services for the Project (see sketch attached.)

Governor Inslee’s Proclamation 20-28: This item is [check all that apply]: COVID-19 related; necessary and routine, for the following reasons: This action supports the continuation of the previously determined essential and critical sanitary sewer infrastructure improvement project.

Recommendation: Staff recommends that the City Council authorize the Mayor to execute an Easement with Puget Sound Energy, Inc. for the construction, operation, maintenance and repair of the power services needed for the McCormick Woods Sanitary Sewer Lift Station Improvement Project.

Relationship to Comprehensive Plan: Chapter 7 - Utilities

Motion for Consideration: I move to authorize the Mayor to execute an Easement with Puget Sound Energy, Inc. for the construction, operation, maintenance and repair of the power services needed for the McCormick Woods Sanitary Sewer Lift Station Improvement Project.

Fiscal Impact: The associated cost for the PSE services are already included within the capitalized costs for the Project.

Alternatives: None.

Attachments: PSE Easement and Sketch.

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RETURN ADDRESS:

Puget Sound Energy, Inc.
Attn: ROW Department CEB
3130 S. 38th St.
Tacoma, WA 98409



EASEMENT

REFERENCE #:
GRANTOR (Owner): **CITY OF PORT ORCHARD**
GRANTEE (PSE): **PUGET SOUND ENERGY, INC.**
SHORT LEGAL: **PTN S ½ SW 04-23N-01E W.M**
ASSESSOR'S PROPERTY TAX PARCEL: **042301-3-004-2004**

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are acknowledged, **CITY OF PORT ORCHARD**, a Washington municipal corporation ("Owner" herein), hereby grants and conveys to **PUGET SOUND ENERGY, INC.**, a Washington corporation ("PSE" herein), for the purposes described below, a nonexclusive perpetual easement over, under, along across and through the following described real property (the "Property" herein) in **KITSAP** County, Washington:

THAT PORTION OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 23 NORTH, RANGE 1 EAST, W.M., IN KITSAP COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS: BEGINNING AT THE SECTION CORNER COMMON TO SECTIONS 4, 5, 8 AND 9, TOWNSHIP 23 NORTH, RANGE 1 EAST, W.M.; THENCE NORTH 87°00'18 WEST, ALONG THE SOUTH LINE OF SAID SECTION 5, A DISTANCE OF 377.62 FEET TO AN INTERSECTION WITH THE CENTERLINE OF OLD CLIFTON ROAD (FORMERLY ALDER ROAD) AND THE BEGINNING OF A 2865.00 FOOT RADIUS CURVE, CONCAVE TO THE NORTHWEST, THE RADIUS POINT OF WHICH BEARS NORTH 2°59'42 EAST; THENCE NORTHEASTERLY (COUNTERCLOCKWISE) ALONG SAID CENTERLINE AND ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 29°49'40, AN ARC DISTANCE OF 1491.50 FEET; THENCE NORTH 63°10'02 EAST, ALONG SAID CENTERLINE, A DISTANCE OF 389.80 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 63°10'02 EAST, ALONG SAID CENTERLINE, A DISTANCE OF 163.00 FEET; THENCE NORTH 26°49'58 WEST A DISTANCE OF 140.00 FEET; THENCE SOUTH 63°10'02 WEST A DISTANCE OF 163.00; THENCE SOUTH 26°49'58 EAST A DISTANCE OF 140.00 FEET TO THE TRUE POINT OF BEGINNING. EXCEPT THE SOUTHEASTERLY 30 FEET THEREOF FOR OLD CLIFTON ROAD.

Except as may be otherwise set forth herein PSE's rights shall be exercised upon that portion of the Property ("Easement Area" herein) described as follows:

AN EASEMENT AREA TEN (10) FEET IN WIDTH HAVING FIVE (5) FEET OF SUCH WIDTH ON EACH SIDE OF THE CENTERLINE OF GRANTEE'S FACILITIES LOCATED AS CONSTRUCTED, TO BE CONSTRUCTED, EXTENDED OR RELOCATED LYING WITHIN THE ABOVE DESCRIBED PROPERTY.

1. Purpose. PSE shall have the right to use the Easement Area to construct, operate, maintain, repair, replace, improve, remove, upgrade and extend one or more utility systems for purposes of transmission, distribution and sale of gas and electricity. Such systems may include, but are not limited to:

a. Overhead facilities. Poles and other support structures with crossarms, braces, guys and anchors; electric distribution lines; fiber optic cable and other lines, cables and facilities for communications; transformers, street lights, meters, fixtures, attachments and any and all other facilities or appurtenances necessary or convenient to any or all of the foregoing.

b. Underground facilities. Conduits, lines, cables, vaults, switches and transformers for electricity; fiber optic cable and other lines, cables and facilities for communications; semi-buried or ground-mounted facilities and pads, manholes, meters, fixtures, attachments and any and all other facilities or appurtenances necessary or convenient to any or all of the foregoing.

Following the initial construction of all or a portion of its systems, PSE may, from time to time, construct such additional facilities as it may require for such systems. PSE shall have the right of access to the Easement Area over and across the Property to enable PSE to exercise its rights granted in this easement.

2. Easement Area Clearing and Maintenance. PSE shall have the right, but not the obligation to cut, remove and dispose of any and all brush, trees or other vegetation in the Easement Area. PSE shall also have the right, but not the obligation, to control, on a continuing basis and by any prudent and reasonable means, the establishment and growth of brush, trees or other vegetation in the Easement Area.

3. Trees Outside Easement Area. PSE shall have the right to cut, trim remove and dispose of any trees located on the Property outside the Easement Area that could, in PSE's sole judgment, interfere with or create a hazard to PSE's systems. PSE shall, except in the event of an emergency, prior to the exercise of such right, identify such trees and make a reasonable effort to give Owner prior notice that such trees will be cut, trimmed, removed or disposed. Owner shall be entitled to compensation for the actual market value of merchantable timber (if any) cut and removed from the Property by PSE.

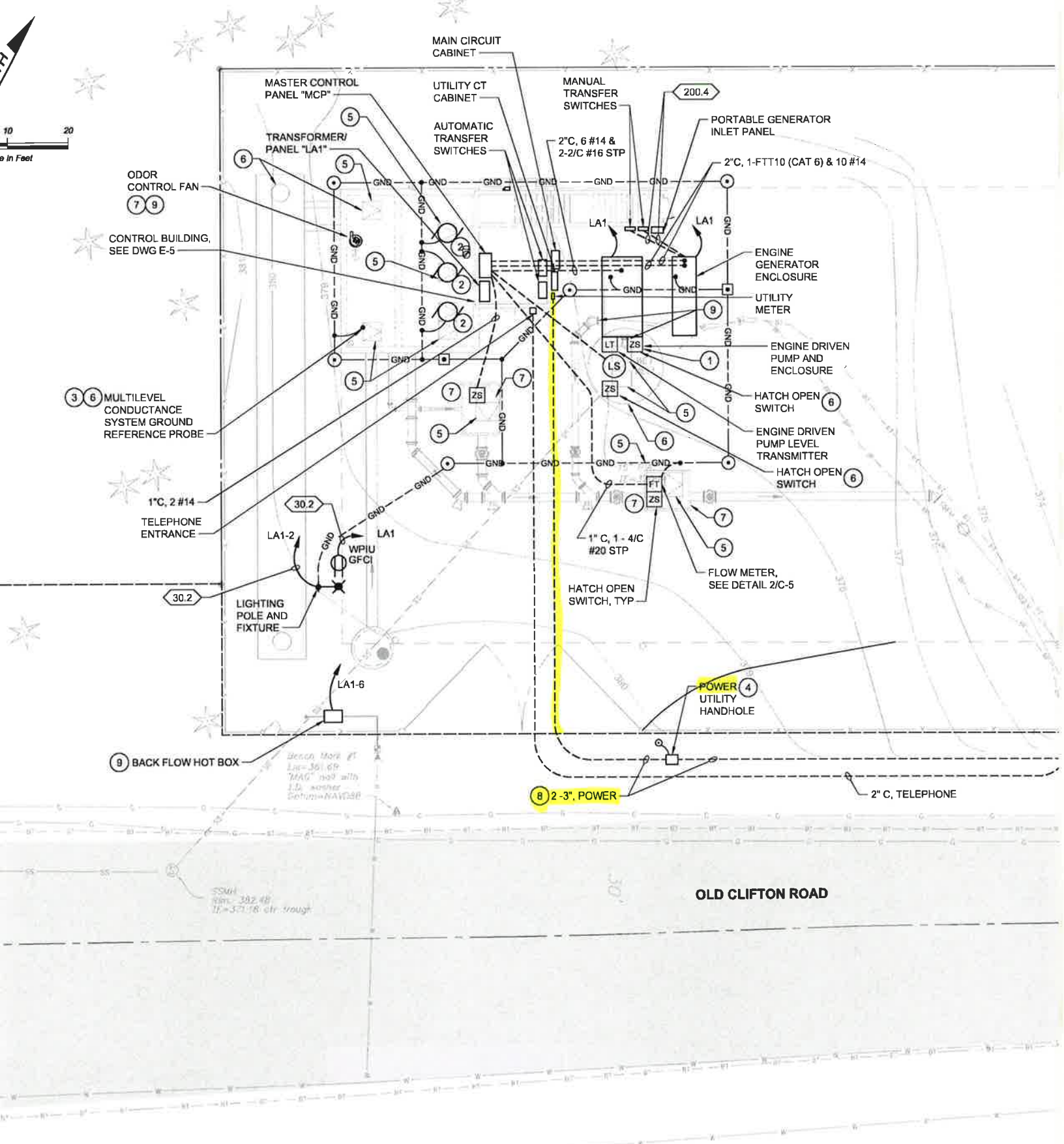
4. Restoration. Following initial installation, repair or extension of its facilities, PSE shall, to the extent reasonably practicable, restore landscaping and surfaces and portions of the Property affected by PSE's work to the condition existing immediately prior to such work. PSE shall use good faith efforts to perform its restoration obligations under this paragraph as soon as reasonably possible after the completion of PSE's work.

5. Owner's Use of Easement Area. Owner reserves the right to use the Easement Area for any purpose not inconsistent with the rights herein granted, provided, however, Owner shall not excavate within or otherwise change the grade of the Easement Area or construct or maintain any buildings or structures on the Easement Area and Owner shall do no blasting within 300 feet of PSE's facilities without PSE's prior written consent.

6. Indemnity. PSE agrees to indemnify Owner from and against liability incurred by Owner as a result of the negligence of PSE or its contractors in the exercise of the rights herein granted to PSE, but nothing herein shall require PSE to indemnify Owner for that portion of any such liability attributable to the negligence of Owner or the negligence of others.

7. Termination. The rights herein granted shall continue until such time as PSE terminates such right by written instrument. If terminated any improvements remaining in the Easement Area shall become the property of Owner. No termination shall be deemed to have occurred by PSE's failure to install its systems on the Easement Area.

8. Successors and Assigns. PSE shall have the right to assign, apportion or otherwise transfer any or all of its rights, benefits, privileges and interests arising in and under this easement. Without limiting the generality of the foregoing, the rights and obligations of the parties shall be binding upon their respective successors and assigns.



OR BID	Revision	Date	By	App'd
	08-2019	PBC	RAD	



BHC Consultants, LLC
 1601 Fifth Avenue, Suite 500
 Seattle, Washington 98101
 206 505 3400
 206 505 3406 (fax)
 www.bhcconsultants.com

Designed: N. Palmatier, P.E.
 Drawn: S. Olsoe
 Checked: P. Cunningham, P.E.
 Approved: R. Dom, P.E.

Scale:
 1" = 10'-0"
 One Inch at Full Scale
 If Not One Inch Scale Accordingly





City of Port Orchard

216 Prospect Street, Port Orchard, WA 98366
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Agenda Staff Report

Agenda Item No.:	<u>Business Item 7A</u>	Meeting Date:	<u>May 12, 2020</u>
Subject:	<u>Approval of Supplemental Agreement</u>	Prepared by:	<u>Mark Dorsey, P.E.</u>
	<u>No. 1 with GeoEngineers, Inc. for the</u>		<u>Public Works Director</u>
	<u>2019-2020 Bay Street Pedestrian</u>	Atty Routing No:	<u>N/A</u>
	<u>Pathway NEPA Update</u>	Atty Review Date:	<u>N/A</u>

Summary: On January 14, 2020, the Port Orchard City Council approved Contract No. C021-20 with GeoEngineers, Inc. for the Bay Street Pedestrian Pathway Project NEPA Update, as required by WSDOT. It has now been requested by WSDOT that a Corridor-Level Environmental Site Assessment and Materials Discipline Report be prepared as well. GeoEngineers, Inc. has therefore provided Supplemental Agreement No. 1 in the amount of \$13,680.65, thereby bringing the contract total value to \$25,355.01.

Governor Inslee’s Proclamation 20-28: This item is [check all that apply]: COVID-19 related; necessary and routine, for the following reasons: The continuation of this project task is necessary to fulfill the city’s binding obligation to complete a federalized multi-modal infrastructure facility within the required guidelines.

Relationship to Comprehensive Plan: Chapter 8 - Transportation

Recommendation: Staff recommends authorizing the Mayor to execute Supplemental Agreement No. 1 with GeoEngineers, Inc. for the continuation of the Bay Street Pedestrian Pathway Project 2019-2020 NEPA Update in the amount of \$13,680.65.

Motion for Consideration: I move to authorize the Mayor to execute Supplemental Agreement No. 1 with GeoEngineers, Inc. for the continuation of the Bay Street Pedestrian Pathway Project 2019-2020 NEPA Update in the amount of \$13,680.65.

Fiscal Impact: A budget amendment within the 2019 – 2020 Biennial Budget will be required.

Attachments: Supplemental Agreement No. 1 and City CO#1.

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Supplemental Agreement Number _____		Organization and Address	
Original Agreement Number		Phone:	
Project Number	Execution Date	Completion Date	
Project Title	New Maximum Amount Payable		
Description of Work			

The Local Agency of _____ desires to supplement the agreement entered in to with _____ and executed on _____ and identified as Agreement No. _____

All provisions in the basic agreement remain in effect except as expressly modified by this supplement. The changes to the agreement are described as follows:

I

Section 1, SCOPE OF WORK, is hereby changed to read:

II

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days for completion of the work to read: _____

III

Section V, PAYMENT, shall be amended as follows:

as set forth in the attached Exhibit A, and by this reference made a part of this supplement.

If you concur with this supplement and agree to the changes as stated above, please sign in the Appropriate spaces below and return to this office for final action.

By: _____ By: _____

Consultant Signature

Approving Authority Signature

Date

Exhibit "A"
Summary of Payments

	Basic Agreement	Supplement #1	Total
Direct Salary Cost			
Overhead (Including Payroll Additives)			
Direct Non-Salary Costs			
Fixed Fee			
Total			

Exhibit A
Scope of Services

City of Port Orchard
Bay Street Pedestrian Pathway
NEPA Update Services

April 2020

Prepared by:
GeoEngineers, Inc
17425 NE Union Hill Rd Suite 250,
Redmond, WA 98052

April 16, 2020

City of Port Orchard
216 Prospect Street
Port Orchard, Washington

Attention: Mark Dorsey

Subject: Change Order for Bay Street Pathway NEPA Update
Bay Street Pedestrian Pathway Project
Port Orchard, Washington
File No. 12309-009-03

GeoEngineers, Inc. (GeoEngineers) is pleased to present this scope and budget for providing additional National Environmental Policy Act (NEPA) and Hazardous Materials update support to the City of Port Orchard (City). GeoEngineers has previously completed NEPA development and support for the Bay Street Pedestrian Pathway Project. GeoEngineers is currently scoped to prepare a communications memorandum and prepare an updated environmental justice letter to support the NEPA update. However, we understand that the City received a letter from the Washington State Department of Transportation (WSDOT) that identified specific comments related to the NEPA updated for the project and WSDOT has requested a response letter. We additionally understand that an update is needed to the May 2011 Corridor-Level Environmental Site Assessment in compliance with current WSDOT guidelines for Hazardous Materials Discipline Reports. This change order is to address the preparation of the response letter.

SCOPE OF SERVICES

This scope and budget is a change order for additional work for the project. Tasks 1 and 2 are described within the signed proposal dated December 20, 2019. Tasks 3 through 5 describe the additional work requested.

Task 3 – Critical Areas Evaluation and Research

- GeoEngineers will research existing mapped data sources for updated information in response to some of the comments. For example, GeoEngineers will review mapped information regarding well protection areas and floodplain base flood elevations.
- GeoEngineers will coordinate with Washington Department of Fish and Wildlife (WDFW) for updated information on bald eagle nests in the vicinity of the site.

- GeoEngineers will conduct a brief survey for wetland and stream habitats within the project area. It is anticipated that habitat conditions have not changed since the 2011 original NEPA site investigation.

Task 4 – Right-Sized Hazardous Materials Report

GeoEngineers will prepare a Right-Sized Hazardous Materials (HazMat) Discipline Report, complete with maps/figures, applicable data and photos, per the report guidance available on the HazMat website <http://www.wsdot.wa.gov/environment/technical/disciplines/hazardous-materials/investigation-sampling-document>. At this time, we anticipate that a letter report will be the appropriate level of report consistent with the 2011 report. We will utilize the information from the previous 2011 report to the extent practicable. The 2020 effort will include:

- Review the results of a federal, state and local environmental database search provided by an outside environmental data service for listing of information on confirmed and suspected contaminated sites or nearby structures specified by ASTM International (ASTM). The evaluation will focus on sites that are within ¼ mile from the alignment. Local geology and hydrogeology will be considered. The database search will also be evaluated to identify Washington State Department of Ecology (Ecology) files that may need to be reviewed for updated information.
- Review Ecology files regarding listed properties of potential environmental concern relative to the alignment.
- Conduct a visual reconnaissance from public access areas and from the public right-of-way along the project corridor.
- Prepare a letter report summarizing the findings. One round of review and comment of the draft report is assumed.

Task 5 - Response Letter

- GeoEngineers will prepare a response letter to the February 3, 2020 comment letter from SHERS Law Firm.
- As part of this task we will include information from Task 3 (described above) and include responses to comments on aesthetic and visual impacts, environmental site assessment, wetland and stream data, bald eagle nests and working in floodplains.

Assumptions

For the purposes of this scope, the following assumptions have been made:

- The site visit will be completed in one day and the City will provide us with access to the site.
- The City will address stormwater and parking comments.
- There will be one round of revisions of the draft documents before the document is finalized.
- GeoEngineers will not submit permits and permitting fees are not included within this scope and budget.

TERMS, FEE ESTIMATE AND SCHEDULE

The estimated total cost for Tasks 3 through 5, described above, is \$13,680.65. The estimated budgets for the tasks are described in the attached spreadsheet. We propose to conduct our services on a time-and-expense basis in accordance with the terms in the Local Agency Guidelines agreement and our approved WSDOT overhead rate.

There are no intended third-party beneficiaries arising from the services described in this proposal and no party other than the party executing this proposal shall have the right to legally rely on the product of our services without prior written permission of GeoEngineers.

This proposal is valid for a period of 60 days commencing from the first date listed above and subject to renegotiation by GeoEngineers, Inc., after the expiration date.

We appreciate the opportunity to submit our proposed scope of services and look forward to working with you on this project. We will not proceed with any modification to our scope or fee estimate without first contacting you and receiving your prior authorization. If you have any questions regarding the scope of services, please do not hesitate to call us at 253.383.4940.

Sincerely,
GeoEngineers, Inc.

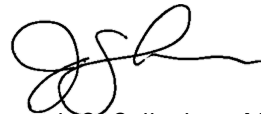


Jennifer L. Dadisman, PWS
Biologist

JLD:JOC:tlm

Attachments:

Exhibit G-1. Subconsultant Fee Determination – Summary Sheet



Joseph O. Callaghan, MS, PWS
Principal Fisheries Biologist

**Exhibit G-1
Subconsultant Fee Determination - Summary Sheet**

Project Name Bay Street Pedestrian Pathway Project
Client Name City of Port Orchard
Task Description:
Subconsultant Fee Determination
Subconsultant:

Start Date
End Date
Project # 12309-009-03

Classification	Man Hours		Rate		Dollars
Principal	7	x	\$78.14	=	\$546.98
Senior Scientist 1	2	x	\$45.45	=	\$90.90
Project Scientist	76	x	\$39.38	=	\$2,992.88
Administrator 3	6	x	\$41.61	=	\$249.66
	0	x		=	\$0.00
	0	x		=	\$0.00
	0	x		=	\$0.00
	0	x		=	\$0.00
Total Hours	91				
Total DSC				=	\$3,880.42
Escalation for '11	% Increase		% of Work	=	
	0		0	=	\$0.00
Escalated Total					\$0.00
Overhead (OH Cost -- including Salary Additives)					
OH Rate x DSC of	211.31%	x	\$3,880.42	=	\$8,199.72
Fixed Fee (FF):					
FF Rate x DSC of	30.00%	x	\$3,880.42	=	\$1,164.13
Reimbursables					
Itemized	Quantity	Units	Rate		
Mileage	68	each @	\$0.535	=	\$36.38
Meals and Lodging	0	each @	\$100.00	=	\$0.00
Reproduction and Printing	0	copies @	\$0.10	=	\$0.00
Field Equipment Rental	0	each @		=	\$0.00
EDR	1	Est @	\$400.00	=	\$400.00
	0	Est @		=	\$0.00
	0	each @		=	\$0.00
Reimbursables Total					\$436.38
Grand Total					\$13,680.65

CITY OF PORT ORCHARD

Authorization for Change Order No. 1

Date: MAY 12, 2020 **Contractor:** GEOENGINEERS, INC.
 BAY STREET PEDESTRIAN
Project: PATHWAY – NEPA UPDATE 17425 NE UNION HILL RD. SUITE 250
Contract / Job # C021-20 REDMOND, WA 98052

THIS CHANGE ORDER AUTHORIZES THE ADDITIONAL WORK: AS REQUIRED BY WSDOT FOR THE NEPA UPDATE, ADDITIONAL CORRIDOR-LEVEL ENVIRONMENTAL SITE ASSESSMENTS FOR A HAZARDOUS MATERIALS DISCIPLINE REPORT, ESTIMATED AT A VALUE OF \$13,680.65.

Contract History					
	Amount	Sales Tax	Total	Date	Appvd by
Original Contract	\$11,674.36	Included	\$11,674.36	13-Feb-20	COUNCIL
Change Order 1	\$13,680.65	Included	\$13,680.65	12-May-20	COUNCIL
Total Contract			\$25,355.01		

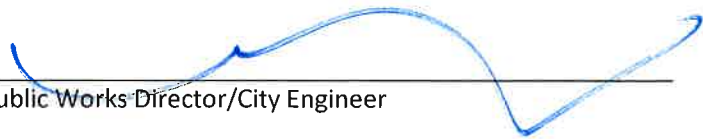
I have reviewed the Change Order information above and certify that to the best of my knowledge descriptions and costs are true and accurate.



 Contractor Approval Signature

Joseph O. Callaghan, Principal

 Printed Name & Title



 Public Works Director/City Engineer

MARK R. DORSEY, P.E.

 Printed Name

Change Orders that do not exceed 10%, with a maximum of \$50,000, of either legally authorized budget limit or contract amount established by City Council can be approved by the Public Works Director.

Approved: _____
 Mayor Pro Tempore

Change Orders that do not exceed 10%, with a maximum of \$100,000, of either legally authorized budget limit or contract amount established by City Council are to be approved by the Mayor.

Attest: _____
 City Clerk

Change Orders over \$100,000 or exceed a total of 10% require Council Action.

 Council Approval Date



**City of Port Orchard
Council Meeting Minutes
Work Study Session Meeting of April 21, 2020**

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:

Councilmember Ashby	Present via Remote Access
Councilmember Chang	Present via Remote Access
Councilmember Clauson	Present via Remote Access
Councilmember Cucciardi	Present via Remote Access
Councilmember Diener	Absent
Councilmember Lucarelli	Present via Remote Access
Mayor Pro-Tem Rosapepe	Present via Remote Access
Mayor Putaansuu	Present via Remote Access

Staff present via Remote Access: Public Works Director Dorsey, Finance Director Crocker, Community Development Director Bond, Police Chief Brown, HR Coordinator Lund, City Attorney Archer and City Clerk Rinearson.

Mayor Putaansuu stated Pursuant to the Governor’s “Stay Home - Stay Safe” Order, the City will take actions on necessary and routine business items. The City is prohibited from conducting meetings unless the meeting is NOT conducted in-person and instead provides options for the public to attend through telephone access, internet or other means of remote access, and also provides the ability for persons attending the meeting (not in-person) to hear each other at the same time.

Pledge of Allegiance

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

1. Continuity of Operations (COOP) & Continuity of Government (COG) Plan

Mayor Putaansuu said there were 3 redlines that were sent out today and asked if anyone had any questions or concerns.

Councilmember Ashby asked about adding language for working remotely.

Police Chief Brown said we could, but there is plenty of flexibility in the plan as it stands right now.

Mayor, Council, and staff discussed the plan including the Governor's orders, OPMA [Open Public Meetings Act], and language of the plan.

Mayor Putaansuu noted this is going before Council at next week's meeting.

Council Direction: No direction was given.

2. Affordable Housing: ILA with Kitsap Community Resources

Mayor Putaansuu noted we received money last month and Finance Director Crocker has been working with Kitsap Community Resources [KCR] on House Bill 1406 dollars.

Finance Director Crocker said we have been working with Council and KCR to develop this contract and present to Council to ideally have it signed next week. He pointed out on the contract the duties and responsibilities of KCR and the City, and noted we want to lay out a clear process for administering the program and providing the funds for KCR to administer.

Public Works Director Dorsey and Police Chief Brown left the meeting at 7:39 p.m.

Mayor, Council, and staff discussed the contract including termination and renewal dates, provisions regarding City residents, and statement of work language.

Mayor Putaansuu noted this is going before Council at next week's meeting.

Council Direction: No direction was given.

3. Utility Late Fees and Penalties

Mayor Putaansuu said with the emergency order, Council ratified shut offs and since then, the Governor has issued an order related to fees and penalties related to water utilities, but it is silent to sewer utilities. The City has one bill for both [water and sewer].

Finance Director Crocker explained they started drafting this language to waive penalties under the declared emergency. This week, we received information on the Governor's new proclamation ordering all penalties and late fees to be waived for water utilities dating back to March 23. With clarity from legal counsel, we are going to have to credit some utility accounts that were penalized during that time. We are anticipating a couple issues on our administrative side and wanted to check with Council on the policy direction we need to take. We believe Council will want to us to extend this waiver of late fees and penalties to all our customers, which would include sewer and storm in support of the intent of the Governor's order.

Mayor, Council and staff discussed the waiver including mandatory and strongly recommended language in the Governor's order, modifications to the existing language, deferred payment plans and payment arrangements, waiver criteria, accounting system capabilities, and water leak language.

Mayor Putaansuu noted this is going before Council at next week's meeting.

Council Direction: No direction was given.

4. Downtown/County Campus Subarea Plan and Planned Action EIS

Mayor Putaansuu said this was a major expenditure that was not initially in the biennial budget. We added it to the budget, and it warrants more conversation to make sure this is still a major priority for us. \$50,000 is funded by a Commerce grant which is supposed to be completed by a certain date and then we get reimbursed. We have some flexibility in the deliverables, but we must get most of this work done before the deadline, which is next year.

Community Development Director Bond noted the deadline on our deliverables right now is April 1, 2021. The money must be spent by the end of June in that fiscal year, and Commerce said they are flexible within the fiscal year as long as the money is spent before the end of the year. We have two deliverables, the sub area plan and the planned action EIS.

Mayor, Council and staff discussed timeframes, PSRC [Puget Sound Regional Council] deadline to apply for a regional center designation, public outreach and draft survey, modifications to the scope of work, what things will look like 6 months to a year from now, grants for Kitsap Transit, not putting this project on hold, community center and Public Facilities District [PFD].

Council had no objections moving forward with the project.

Council Direction: No direction was given.

5. Job Description Authority Ordinance

HR Coordinator Lund has heard conflicting reports on how job descriptions get to Council. Without a doubt, only the Council has the authority to create a position and establish the salary, but within the job description staff is requesting Council to officially delegate that authority to the Mayor in the same manner the Council has delegated authority to the Mayor regarding changing Personnel Policies and reporting back to the Council. Any job description changes that are made, the Mayor would then report to Council.

Mayor, Council and staff discussed the ordinance, job procurement, and job descriptions.

Council Direction: No direction was given.

Mayor Putaansuu noted this is going before Council at next week's meeting.

GOOD OF THE ORDER

Councilmember Lucarelli said the Festival of Chimes and Lights is a community gathering and she is not sure if we will have the funds. She asked for direction on how to proceed.

Councilmember Ashby asked when will the City decide about festivals, like the Seagull Calling Contest. Will we continue to allow these events?

Mayor Putaansuu responded he had conversations with a few event organizers. With the farmer's market, we are not the ones telling them no. They must present us with a plan that shows they are complying with the Governor's Order. We do not know what that will be like in a few months from now. Some people will not be comfortable attending these events. Everyone must use caution.

Councilmember Cucciardi urged Councilmember Lucarelli to press forward and create contingency plans.

In response to Councilmember Lucarelli, Finance Director Crocker responded we assumed all allocated 2020 budgeted expenses would be spent.

Mayor, Council, and staff discussed the future of the economy, open and closed businesses, and sales tax.

Mayor Putaansuu reported on an AWC [Association of Washington Cities] meeting regarding the Governor's Order and current and future situations, letter from the City to the Governor regarding construction, communications specialist and press release, neighborhood parks to be open, sewer and water infrastructure improvements, and security improvements at City Hall.

After a brief discussion, Council agreed for the Economic Development and Tourism Committee to meet on Monday May 18, 2020.

City Attorney Archer said at the next Council meeting, there is a contract Council has not yet seen. We will try and get it to you in advance of the meeting. The contract is for a labor attorney for collective bargaining.

Councilmember Rosapepe brought up continual social distancing until a vaccine is created. Something we may need to think about long term in the City.

ADJOURNMENT

The meeting adjourned at 7:38 p.m. No other action was taken. Audio/Visual was successful.

Brandy Rinearson, MMC, City Clerk

Robert Putaansuu, Mayor

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**City of Port Orchard
Council Meeting Minutes
Regular Meeting of April 28, 2020**

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:

Councilmember Ashby	Present via Remote Access
Councilmember Chang	Present via Remote Access
Councilmember Clauson	Present via Remote Access
Councilmember Cucciardi	Present via Remote Access
Councilmember Diener	Present via Remote Access
Councilmember Lucarelli	Absent
Mayor Pro-Tem Rosapepe	Present via Remote Access
Mayor Putaansuu	Present via Remote Access

Staff present via Remote Access: Public Works Director Dorsey, Finance Director Crocker, Community Development Director Bond, HR Coordinator Lund, City Attorney Archer, Police Chief Brown, and City Clerk Rinearson.

Mayor Putaansuu stated pursuant to the Governor’s “Stay Home - Stay Safe” Order, the City will take actions on necessary and routine business items. The City is prohibited from conducting meetings unless the meeting is not conducted in-person and instead provides options for the public to attend through telephone access, internet or other means of remote access, and also provides the ability for persons attending the meeting (not in-person) to hear each other at the same time.

A. PLEDGE OF ALLEGIANCE

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

2. APPROVAL OF AGENDA

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

The motion carried.

3. CITIZENS COMMENTS

There were no citizen comments.

4. CONSENT AGENDA

- A. Approval of Voucher Nos. 79416 through 79505, including bank drafts in the amount of \$636,903.58 and EFT's in the amount of \$150.03 totaling \$637,053.61.
- B. Approval of Payroll Check Nos. 0 through 0, including bank drafts and EFT's in the amount of \$0; and Direct Deposits in the amount of \$171,831.71 totaling \$171,831.71.
- C. Adoption of an Ordinance Delegating Authority to the Mayor to Create and Revise Job Descriptions for Positions Authorized by the City Council (**Ordinance No. 008-20**)
- D. Approval of an Interlocal Agreement with Kitsap Community Resources-Housing Solutions Center for the Affordable and Supportive Housing Grant Award (**Contract No. 045-20**)
- E. Approval to Excuse Councilmember Lucarelli from the April 14, 2020, City Council Meeting

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

The motion carried.

5. PRESENTATION

There were no presentations.

6. PUBLIC HEARING

There were no public hearings.

7. BUSINESS ITEMS

- A. Adoption of an Ordinance Delegating Authority to the Finance Director to Waive Late Fees, Penalties and Make Payment Arrangements as Applicable**

MOTION: By Councilmember Lucarelli, seconded by Councilmember Rosapepe, to adopt an ordinance delegating authority to the Finance director to waive late fees, penalties and make payment arrangements as applicable in the attached ordinance.

The motion carried.
(Ordinance No. 009-20)

- B. Adoption of an Ordinance Reclassifying the Property Located at 2843 Harold Drive SE from Commercial Mixed Use to Business Professional Mixed Use**

MOTION: By Councilmember Ashby, seconded by Councilmember Rosapepe, to adopt an ordinance, as presented, granting approval of the site-specific rezone from Commercial Mixed Use to Business Professional Mixed Use for the property addressed as 2843 Harold Drive SE.

**The motion carried.
(Ordinance No. 010-20)**

C. Adoption of an Interim Ordinance Temporarily Suspending Approval and Permit Expiration and Tolling Procedural Deadlines for Processing Land Use Applications

MOTION: By Councilmember Clauson, seconded by Councilmember Diener, to adopt an interim emergency ordinance, as presented, temporarily suspending approval and permit expiration and tolling procedural deadlines for processing land use applications.

**The motion carried.
(Ordinance No. 011-20)**

D. Adoption of a Resolution Approving a Contract with American West Construction, LLC for the 2020 Library Water Damage and Roof Repair

MOTION: By Councilmember Diener, seconded by Councilmember Clauson, to adopt Resolution No. 012-20, thereby approving Contract No. C041-20 with American West Construction, LLC for the 2020 Library Water Damage and Roof Repair Contract in the amount not to exceed \$61,952.70 (applicable sales tax included).

**The motion carried.
(Resolution No. 012-20 and Contract No. 041-20)**

E. Adoption of a Resolution Adopting the Continuity of Operations/ Continuity of Government (COOP/COG) Plan

MOTION: By Councilmember Cucciardi, seconded by Councilmember Clauson, to adopt a Resolution adopting the Continuity of Operations / Continuity of Government Plan.

**The motion carried.
(Resolution No. 013-20)**

F. Approval of a Contract with Summit Law for Legal Services in the Area of Labor Negotiations and Relations

MOTION: By Councilmember Clauson, seconded by Councilmember Diener, to authorize the mayor to execute an agreement with Summit Law to provide labor law services as needed.

**The motion carried.
(Contract No. 046-20)**

G. Approval of an Addendum to Real Property Lease Agreement No. 042-15, with the South Kitsap Western Little League to Lease Givens Field No. 1, No. 2, and No. 3

MOTION: By Councilmember Lucarelli, seconded by Councilmember Rosapepe, to authorize the Mayor to execute an Addendum to Lease agreement no. 042-15 with the South Kitsap Western Little League, thereby leasing Givens Fields No. 1, No. 2, and No. 3 for an one (1) year term, with automatic renewals outlined in the contract as presented.

The motion carried.

H. Approval of an Addendum to Real Property Lease Agreement No.043-15, with the South Kitsap Pee Wee Association to Lease Givens Field No. 1 and No. 2 and the Basement of the Active Club Building

MOTION: By Councilmember Diener, seconded by Councilmember Clauson, to authorize the Mayor to execute an Addendum to Lease agreement no. 043-15 with the South Kitsap Pee Wee Association, thereby leasing Fields No. 1 and No. 2, and the basement of the Active Club Building for a one (1) year term, with automatic renewals outlined in the contract as presented.

The motion carried.

I. Approval of the April 14, 2020, Council Meeting Minutes

MOTION: By Councilmember Clauson, seconded by Councilmember Cucciardi, to approve the minutes of April 14th as distributed.

The motion carried. Councilmember Lucarelli abstained.

8. DISCUSSION ITEMS (No Action to be Taken)

There were no discussion items.

9. REPORTS OF COUNCIL COMMITTEES

Mayor Putaansuu reported the Finance Committee is meeting the second Tuesday of next month [May 12th]. The Economic Development and Tourism Committee is scheduled to meet May 18th. The Utilities committee is scheduled to meet May 19th. The Sewer Advisory Committee is scheduled to meet May 27th. The Land Use Committee is scheduled to meet June 1st.

Councilmember Ashby reported on the April 28th Transportation Committee meeting.

Mayor Putaansuu reported on today's Department of Emergency Management meeting.

10. REPORT OF MAYOR

The Mayor reported on the following:

- Letter from Kitsap Home Builder's Association;
- Weekly reports to employees and city staff updates;
- Kitsap Public Health meetings and festivals;
- Fireworks show fee refund;
- Extended foot ferry service;
- Parks and recreation spaces to be re-opened;
- Cares Act;
- Roundabout press release; and
- Sales at local businesses.

11. REPORT OF DEPARTMENT HEADS

Community Development Director Bond reported on the first public hearing with the Hearing Examiner on Zoom, and complaints related to beekeeping in a residential neighborhood.

Police Chief Brown reported they have been doing EOC [Emergency Operation Command] every week, working with DEM [Department of Emergency Management], and service calls.

12. CITIZEN COMMENTS

The City received a letter from citizen Mark Morgan regarding regulating the keeping of beehives on properties within City limits.

13. ADJOURNMENT

The meeting adjourned at 7:31 p.m. No other action was taken. Audio/Visual was successful.

Brandy Rinearson, MMC, City Clerk

Robert Putaansuu, Mayor

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

Agenda Staff Report

Agenda Item No.	Discussion Item 8A	Meeting Date:	May 12, 2020
Subject	Transportation Impact Fee Study Update and Alternatives	Prepared by:	Nick Bond, AICP DCD Director
		Atty Routing No:	N/A
		Atty Review Date:	N/A

Summary: In late 2019, the City began work on an update to its traffic impact fee (TIF) calculation and study. It is recommended that the City update this body of work every 3-5 years. The current TIF was adopted in 2015 and requires an update at this time. The TIF update is tied to our ongoing negotiations with McCormick Communities, regarding an update to their development agreement for transportation. In these negotiations, both parties are working to replace the existing transportation development agreement with a new agreement, and to establish one citywide TIF rather than the current complicated system which involves accounting for McCormick and citywide transportation impact fees separately. Adopting a single citywide TIF and adopting an amendment to the existing transportation agreement requires that these two efforts move forward together. At this time, the City Council should review the TIF calculation and the projects that form the basis of the calculation, so that negotiations with McCormick Communities on a transportation agreement can move to the next phase.

Background: When setting the TIF in 2015, the City Council learned that the per peak p.m. trip impact fee amount (currently \$2,552) is derived by estimating growth’s share of a list of transportation capacity projects, and dividing that amount by the estimated number of new peak p.m. trips forecast over a 20-year period. The Council also learned that impact fees received could only be spent on projects that are included in the TIF calculation. Because the growth forecast is incorporated into the City’s Comprehensive Plan, the primary way to adjust the TIF amount is to either add or subtract projects from the impact fee calculation study. Adjusting growth’s share of a project can also cause the fee to increase or decrease, but the growth share needs to be based on real data, in this case our transportation model.

In 2015, the TIF study initially identified a fee amount that was more than \$4,000 per peak p.m. trip. At the time, building activity was not fully recovered to pre-recession levels and the Council sought to adopt a fee that was more in line with other neighboring jurisdictions. As such, several projects were removed from the TIF study or were scaled down in scope to bring the fee down to \$2,552.

Alternatives: The attached TIF study is based on our currently adopted Transportation Improvement Program. It includes 3 alternatives, color coded green, yellow, and red. The green alternative is very similar in the project list and fee amount that we have today (adjusted for inflation and with updated project cost estimates) and would cost \$3,209 per peak pm trip. The yellow alternative adds the following projects and would increase the fee to \$4,333 per peak pm trip:

- 2.02/2.03 Sedgwick West (between SR-16 and Sidney Road SW)
- 2.04E Bethel Corridor phase 5 (Lund to Mile Hill)
- 2.19 New Collector (Part of Bethel Sedgwick Plan)

It should be noted that the City has been receiving numerous complaints about traffic related to the Sedgwick West project (near Lowe's). Finally, the red alternative adds the yellow alternative projects above, as well as the following, and would bring the fee to \$4,952 per peak pm trip:

- 2.01 Sidney Ave widening (Tremont South to Fireweed)
- 2.06 Pottery Ave widening (Tremont to Melcher)
- 2.09 Melcher Street widening (Pottery to Sherman)
- 2.10 Fireweed Road Widening (Sidney Ave to South Flower Ave)
- 2.12 Sherman Ave Widening (Fireweed to SR-16)
- 2.17 Geiger Road Widening (Sedgwick to Blueberry)
- 2.18 Salmon Berry Road Widening (Ramsay to Bethel)
- 2.20 Old Clifton Road – Complete Street

Several of the above projects from the red alternative are the source of public complaints, especially Sidney Ave and Fireweed.

Governor Inslee's Proclamation 20-28: This item is necessary and routine because the of the time sensitive nature of the study (impact fee calculations should be updated every 3-5 years) and the relationship between this study and litigation which was settled with a commitment to negotiating new development agreements that depend on completion of this work.

Recommendation: Discuss and provide direction on the three alternatives, or, on some hybrid alternative.

Fiscal Impact: Traffic impact fees are a significant source of transportation funding for the City and will help pay to construct the projected listed in the attached study.

Attachments: TIF Study

City of Port Orchard
DRAFT Transportation Impact Fee Rate Calculation - 2020 Update

id	ID	Project Name	Cost Estimate (\$)	Local Share (\$)	Growth Share (%)	Growth Share (\$)
1	DA	Glenwood Connector Roadway	2,000,000	2,000,000	100%	2,000,000
2	1.1	Tremont St Widening CN Phase	23,600,000	7,570,000	24%	1,851,656
4	1.3	Bethel/Sedgwick Corridor Ph. 1 Design	1,177,000	1,177,000	24%	285,249
5	1.4	Anderson Hill/Old Clifton Rd Intersection Impr.	2,351,000	940,000	81%	763,699
6	1.5A	Old Clifton Rd Design	303,000	303,000	100%	303,000
8	1.5C	Old Clifton Rd Design - Campus Pkwy Intersection	2,000,000	2,000,000	100%	2,000,000
10	1.7	Vallair Ct Connector	2,426,000	1,213,000	8%	93,910
12	2.01	Sidney Ave Widening	12,736,000	6,368,000	48%	3,054,041
13	2.02	Sedgwick Rd West Design/ROW	1,402,000	701,000	100%	701,000
14	2.03	Sedgwick Rd West Constr.	4,207,000	2,104,000	100%	2,103,500
15	2.04A	Bethel/Sedgwick Corridor Ph. 1 ROW/Constr.	11,528,000	5,764,000	24%	1,396,922
16	2.04B	Bethel/Sedgwick Corridor Ph. 2	17,188,000	5,156,000	28%	1,438,364
17	2.04C	Bethel/Sedgwick Corridor Ph. 3	6,003,000	1,801,000	5%	96,048
18	2.04D	Bethel/Sedgwick Corridor Ph. 4	9,016,000	4,508,000	45%	2,031,252
19	2.04E	Bethel/Sedgwick Corridor Ph. 5	10,863,000	5,432,000	100%	5,431,500
20	2.05	Sidney Rd Widening	7,595,000	3,798,000	66%	2,518,750
21	2.06	Pottery Ave Widening	1,941,000	971,000	28%	269,583
22	2.07	Old Clifton Rd Shoulder & Ped. Impr.	2,426,000	2,426,000	100%	2,426,000
23	2.08	Old Clifton Rd & McCormick Woods Dr Intersection Impr	1,213,000	1,213,000	66%	799,492
24	2.09	Melcher St Widening	728,000	364,000	7%	24,570
25	2.10	Fireweed Rd Widening	455,000	228,000	5%	11,375
27	2.12	Sherman Ave Widening	637,000	319,000	5%	15,925
28	2.13	Tremont St Widening Ph. 2 - PO Blvd	10,376,000	5,188,000	100%	5,188,000
29	2.14	Pottery Ave Widening	5,094,000	2,547,000	16%	403,168
30	2.15	Old Clifton & Berry Lk Rd Intersection Impr.	0	0	100%	0
32	2.16	Blueberry Rd Widening	728,000	364,000	22%	78,260
33	2.17	Geiger Rd Widening	455,000	228,000	5%	11,375
34	2.18	Salmonberry Rd Widening	273,000	137,000	21%	27,983
35	2.19	New Collector	455,000	228,000	11%	24,952
36	2.20	Old Clifton Rd - Complete Streets	2,123,000	1,062,000	100%	1,061,500
		Total	141,299,000	66,110,000	55%	36,411,074

Total Project Cost		\$141,299,000
Local Share (Development + City) (%)		47%
Growth/Development Share (\$)		\$36,411,074
2019-2040 PM Peak Hour Trip Growth (vph)		7,352
2020 Transportation Impact Fee Rate (\$/trip)		\$4,952
Remaining Unfunded Commitment (\$)		\$29,698,926
Annual Funding Commitment (\$/yr)		\$1,484,946

City of Port Orchard
DRAFT Transportation Impact Fee Rate Calculation - 2020 Update

id	ID	Project Name	Cost Estimate (\$)	Local Share (\$)	Growth Share (%)	Growth Share (\$)
1	DA	Glenwood Connector Roadway	2,000,000	2,000,000	100%	2,000,000
2	1.1	Tremont St Widening CN Phase	23,600,000	7,570,000	24%	1,851,656
4	1.3	Bethel/Sedgwick Corridor Ph. 1 Design	1,177,000	1,177,000	24%	285,249
5	1.4	Anderson Hill/Old Clifton Rd Intersection Impr.	2,351,000	940,000	81%	763,699
6	1.5A	Old Clifton Rd Design	303,000	303,000	100%	303,000
8	1.5C	Old Clifton Rd Design - Campus Pkwy Intersection	2,000,000	2,000,000	100%	2,000,000
10	1.7	Vallair Ct Connector	2,426,000	1,213,000	8%	93,910
12						
13	2.02	Sedgwick Rd West Design/ROW	1,402,000	701,000	100%	701,000
14	2.03	Sedgwick Rd West Constr.	4,207,000	2,104,000	100%	2,103,500
15	2.04A	Bethel/Sedgwick Corridor Ph. 1 ROW/Constr.	11,528,000	5,764,000	24%	1,396,922
16	2.04B	Bethel/Sedgwick Corridor Ph. 2	17,188,000	5,156,000	28%	1,438,364
17	2.04C	Bethel/Sedgwick Corridor Ph. 3	6,003,000	1,801,000	5%	96,048
18	2.04D	Bethel/Sedgwick Corridor Ph. 4	9,016,000	4,508,000	45%	2,031,252
19	2.04E	Bethel/Sedgwick Corridor Ph. 5	10,863,000	5,432,000	100%	5,431,500
20	2.05	Sidney Rd Widening	7,595,000	3,798,000	66%	2,518,750
21						
22	2.07	Old Clifton Rd Shoulder & Ped. Impr.	2,426,000	2,426,000	100%	2,426,000
23	2.08	Old Clifton Rd & McCormick Woods Dr Intersection Impr	1,213,000	1,213,000	66%	799,492
24						
25						
27						
28	2.13	Tremont St Widening Ph. 2 - PO Blvd	10,376,000	5,188,000	100%	5,188,000
29	2.14	Pottery Ave Widening	5,094,000	2,547,000	16%	403,168
30						
32						
33						
34						
35	2.19	New Collector	455,000	228,000	11%	24,952
36						
		Total	121,223,000	56,069,000	57%	31,856,462

Total Project Cost	\$121,223,000
Local Share (Development + City) (%)	46%
Growth/Development Share (\$)	\$31,856,462
2019-2040 PM Peak Hour Trip Growth (vph)	7,352
2020 Transportation Impact Fee Rate (\$/trip)	\$4,333
Remaining Unfunded Commitment (\$)	\$24,212,538
Annual Funding Commitment (\$/yr)	\$1,210,627

City of Port Orchard
DRAFT Transportation Impact Fee Rate Calculation - 2020 Update

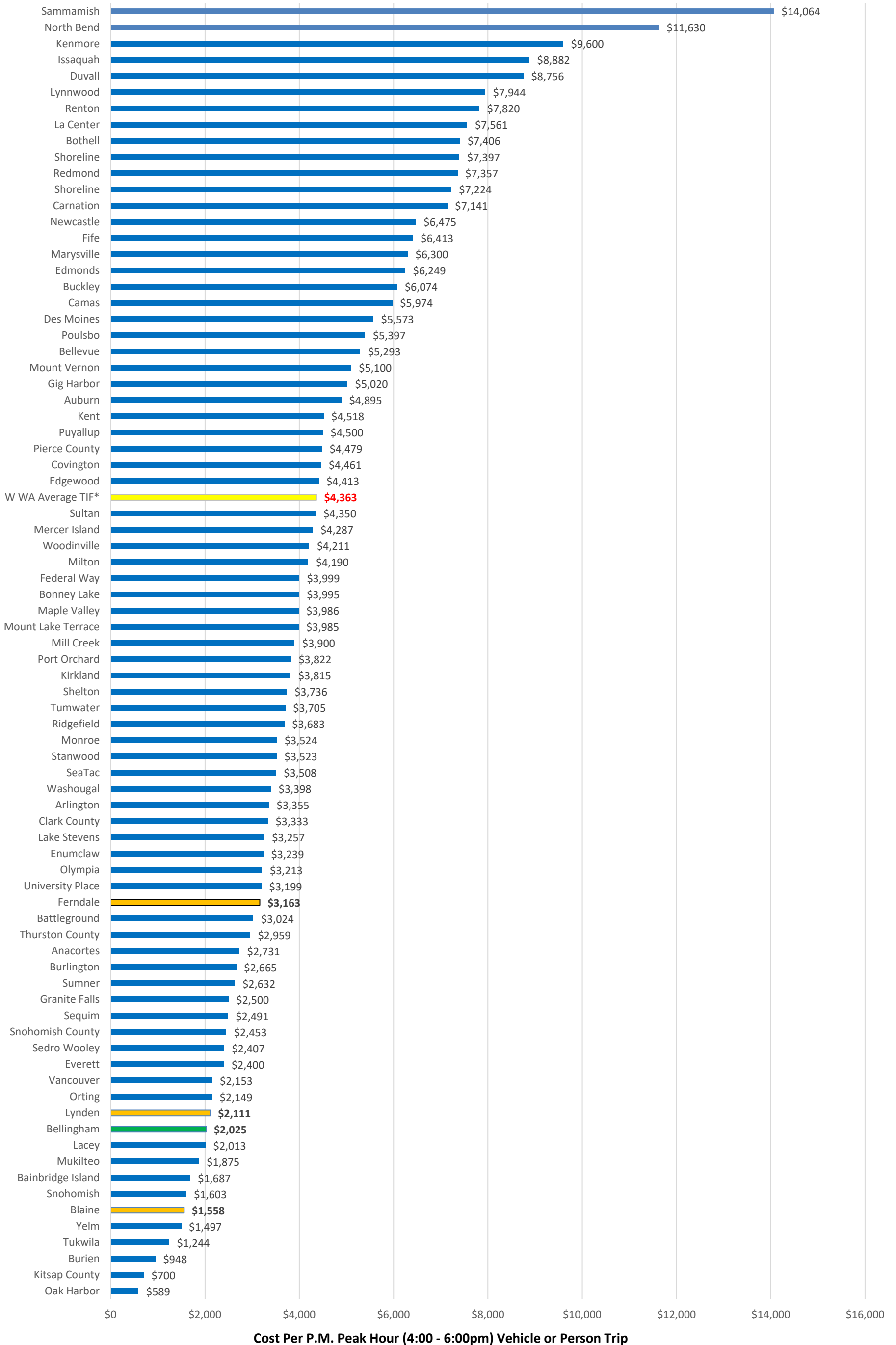
id	ID	Project Name	Cost Estimate (\$)	Local Share (\$)	Growth Share (%)	Growth Share (\$)
1	DA	Glenwood Connector Roadway	2,000,000	2,000,000	100%	2,000,000
2	1.1	Tremont St Widening CN Phase	23,600,000	7,570,000	24%	1,851,656
4	1.3	Bethel/Sedgwick Corridor Ph. 1 Design	1,177,000	1,177,000	24%	285,249
5	1.4	Anderson Hill/Old Clifton Rd Intersection Impr.	2,351,000	940,000	81%	763,699
6	1.5A	Old Clifton Rd Design	303,000	303,000	100%	303,000
8	1.5C	Old Clifton Rd Design - Campus Pkwy Intersection	2,000,000	2,000,000	100%	2,000,000
10	1.7	Vallair Ct Connector	2,426,000	1,213,000	8%	93,910
12						
13						
14						
15	2.04A	Bethel/Sedgwick Corridor Ph. 1 ROW/Constr.	11,528,000	5,764,000	24%	1,396,922
16	2.04B	Bethel/Sedgwick Corridor Ph. 2	17,188,000	5,156,000	28%	1,438,364
17	2.04C	Bethel/Sedgwick Corridor Ph. 3	6,003,000	1,801,000	5%	96,048
18	2.04D	Bethel/Sedgwick Corridor Ph. 4	9,016,000	4,508,000	45%	2,031,252
19						
20	2.05	Sidney Rd Widening	7,595,000	3,798,000	66%	2,518,750
21						
22	2.07	Old Clifton Rd Shoulder & Ped. Impr.	2,426,000	2,426,000	100%	2,426,000
23	2.08	Old Clifton Rd & McCormick Woods Dr Intersection Impr	1,213,000	1,213,000	66%	799,492
24						
25						
27						
28	2.13	Tremont St Widening Ph. 2 - PO Blvd	10,376,000	5,188,000	100%	5,188,000
29	2.14	Pottery Ave Widening	5,094,000	2,547,000	16%	403,168
30						
32						
33						
34						
35						
36						
		Total	104,296,000	47,604,000	50%	23,595,510

Total Project Cost	\$104,296,000
Local Share (Development + City) (%)	46%
Growth/Development Share (\$)	\$23,595,510
2019-2040 PM Peak Hour Trip Growth (vph)	7,352
2020 Transportation Impact Fee Rate (\$/trip)	\$3,209
Remaining Unfunded Commitment (\$)	\$24,008,490
Annual Funding Commitment (\$/yr)	\$1,200,425

Comparison of 2019-2020 TIF Base Rates in 74 Cities and 5 Counties in Western Washington With Bellingham and Whatcom County Cities Highlighted for Emphasis

[Based on information available. Average includes both Cities and Counties. See TIF rate table on next page for additional details.]

Data compiled Nov. 2019 by Chris Comeau, AICP-CTP, Transportation Planner, Bellingham Public Works ccomeau@cob.org or (360) 778-7946



2020 Transportation Impact Fee Comparison: 74 Cities + 5 Counties in Western Washington

Data compiled November 2019 from public web sites, telephone calls, and email inquiries by
Chris Comeau, AICP-CTP, Transportation Planner, Bellingham Public Works ccomeau@cob.org or (360) 778-7946

	2019	2019-20	Urban Center		2019	2019-20	Urban Center
City	Population	Base Rate	Incentive	City	Population	Base Rate	Incentive
				Mill Creek	20,590	\$3,900	
Anacortes ¹	17,610	\$2,731		Milton	7,930	\$4,190	
Arlington	19,740	\$3,355		Monroe	19,250	\$3,524	
Auburn ²	81,720	\$4,895	Yes	Mount Vernon	35,740	\$5,100	
Bainbridge Island	24,520	\$1,687		Mount Lake Terrace	21,590	\$3,985	
Battleground ³	21,520	\$3,024		Mukilteo	21,350	\$1,875	
Belleue	145,300	\$5,293		Newcastle	12,450	\$6,475	
Bellingham ⁴	90,110	\$2,025	Yes	North Bend ²⁰	6,965	\$11,630	
Blaine ⁵	5,425	\$1,558		Oak Harbor ²¹	22,970	\$589	
Bonney Lake	21,060	\$3,995		Olympia ²²	52,770	\$3,213	Yes
Bothell	46,750	\$7,406		Orting	8,380	\$2,149	
Buckley	4,885	\$6,074		Port Orchard	14,390	\$3,822	
Burien ⁶	52,000	\$948		Poulsbo ²³	11,180	\$5,397	
Burlington	9,140	\$2,665		Puyallup	41,570	\$4,500	
Camas ⁷	24,090	\$5,974		Redmond ²⁴	65,860	\$7,357	
Carnation	2,220	\$7,141		Renton	104,700	\$7,820	
Covington	20,280	\$4,461		Ridgefield ²⁵	8,895	\$3,683	
Des Moines	31,580	\$5,573		Sammamish ²⁶	64,410	\$14,064	
Duvall	7,840	\$8,756		SeaTac	29,180	\$3,508	
Edgewood	11,390	\$4,413		Sedro Wooley ²⁷	11,690	\$2,407	Yes
Edmonds	42,170	\$6,249		Sequim	7,695	\$2,491	Yes
Enumclaw	12,200	\$3,239		Shelton	10,220	\$3,736	
Everett	111,800	\$2,400		Shoreline	56,370	\$7,224	
Federal Way ⁸	97,840	\$3,999		Snohomish	10,200	\$1,603	
Ferndale ⁹	14,300	\$3,163	Yes	Stanwood	7,020	\$3,523	
Fife ¹⁰	10,140	\$6,413		Sultan	5,180	\$4,350	
Gig Harbor	10,770	\$5,020		Sumner ²⁸	10,120	\$2,632	
Granite Falls	3,900	\$2,500		Tukwila ²⁹	20,930	\$1,244	
Issaquah ¹¹	37,590	\$8,882		Tumwater	24,060	\$3,705	
Kenmore ¹²	23,320	\$9,600		University Place	33,060	\$3,199	
Kent ¹³	129,800	\$4,518	Yes	Vancouver ³⁰	185,300	\$2,153	
Kirkland ¹⁴	89,940	\$3,815		Washougal	16,500	\$3,398	
La Center ¹⁵	3,405	\$7,561		Woodinville ³¹	12,410	\$4,211	
Lacey	51,270	\$2,013		Yelm	9,135	\$1,497	
Lake Stevens ¹⁶	33,080	\$3,257		County	Population	Base Rate	
Lynden ¹⁷	14,470	\$2,111		Clark County ³²	488,500	\$3,333	
Lynnwood ¹⁸	39,600	\$7,944	Yes	Kitsap County	270,100	\$700	
Maple Valley ¹⁹	26,180	\$3,986		Pierce County ³³	888,300	\$4,479	
Marysville	67,820	\$6,300		Snohomish County	818,700	\$2,453	
Mercer Island	24,470	\$4,287		Thurston County ³⁴	285,800	\$2,959	

Notes: All data above and below obtained from public web sites, telephone calls, and emails

1. Anacortes has a very old TIF system, which is being updated, and new TIF rates of \$3,000 anticipated in 2018.
2. Auburn adopted rates August 1, 2013.
3. Battle Ground uses an ADT-based TIF system; SFD = 9.57 trips x \$316
4. Bellingham TIF = Person trips; automatic 22% to 30% Urban Village TIF reduction with voluntary TDM measures up to 50% UV TIF reduction.
5. The City of Blaine future pm peak hour vehicle trip rate is currently being evaluated.
6. Burien limited improvement project costs to keep rates low. TIF was adopted in 2009.
7. Camas uses a 2-zone TIF system; North = \$8,653; South = \$3,294; Average = \$5,974.
8. Federal Way charges 3% non-refundable admin. fee + base rate + 3-yr WSDOT construction cost index. SF fee = City 2014 rate schedule summary
9. Ferndale uses 3-zone TIF system. \$3,059 citywide; \$3,826 for 443-acre "Main Street" Planned Action; \$2,604 downtown Ferndale.
10. Fife uses a VMT-based TIF system adjusted from ITE ADT rates.
11. Issaquah created development incentive in which the first 10,000 SF of commercial TIF paid from other public funding sources (per WA State law).
12. Kenmore TIF rates based on person trips similar to Bellingham and Kirkland.
13. Kent TIF rates are based on 30% of maximum TIF rate \$13,614 from Rate Study (May 2010) and downtown Kent rate memorandum.
14. Kirkland TIF rates are based on person trips; similar to Kenmore and Bellingham
15. La Center allows TIF to be deferred to occupancy by requiring lien on property.
16. Lake Stevens uses a 3-zone TIF system; average - \$3,257
17. Lynden TIF allows up to 50% reduction in industrial areas where there is a significant chance that grants can be obtained.
18. Lynnwood has two TIF zones and reduces TIF by 15% (per ITE) in portion of City Center.
19. Maple Valley fee per 2013 rate schedule (R-13-909 Jan 28, 2013)
20. North Bend is similar to Sammamish in that most development is residential with little to no pass-by, diverted link trips.
21. Oak Harbor uses a very old TIF system.
22. Olympia TIF allows up to 20% reduction in downtown for accepted TDM performance measures.
23. Poulsbo uses an ADT-based TIF system; SFD = 9.57 trips x \$564
24. Redmond uses "Person Trips/Mobility Units" for Concurrency and TIF
25. Ridgefield uses an ADT-based TIF system
26. Sammamish has highest TIF (\$14,707) in all of Washington due to primarily residential development with little to no pass-by, diverted link trips.
27. Sedro-Woolley uses a 2-zone TIF system; \$2,407 Non-CBD; \$1,341 in CBD
28. Sumner uses a 3-zone TIF system; District 1 \$1,814; District 2 \$2,891; District 3 \$3,191; Average = \$2,632
29. Tukwila = 4-zone TIF system; Average = \$1,244
30. Vancouver uses 3-zone ADT-based TIF system; Columbia \$163; Pacific \$290; Cascade \$223; Average = \$225 x 9.57 = \$2,153 / SFD
31. Woodinville uses an ADT-based TIF system SFD = 9.57 x \$440
32. Clark County has a four zone TIF system, similar to City of Vancouver, based on ADT; Average \$3,333
33. Pierce County uses a 4-zone TIF system; Average \$4,479
34. Thurston County uses a 6-zone TIF system; Average = \$2,959

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