



City of Port Orchard Council Meeting Agenda

May 26, 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/87633148125?pwd=b1VtVWV5MkFL1hCVVp4WTE3Y3BUdz09>

Zoom Meeting ID: 876 3314 8125

Password: 981023

Zoom Call-In: 1 253 215 8782

1. CALL TO ORDER

A. Pledge of Allegiance

2. APPROVAL OF AGENDA

3. CITIZENS COMMENTS

*(Please limit your comments to **3 minutes**. 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 May 12, 2020, Council Meeting Minutes **Page 3**

5. PRESENTATION

6. PUBLIC HEARING

7. BUSINESS ITEMS

A. Adoption of a Resolution Expressing Support for Application to the Governor for a Variance from Governor Inslee's Healthy Start Four-Phase Plan to Ensure the Expedient and Safe Restart of Economic and Social Activity in Kitsap County (Mayor) **Page 9**

B. Adoption of an Ordinance Amending Port Orchard Municipal Code 9.30 (Nuisances) to Address Nuisance Bees and Other Stinging Insects (Bond) **Page 13**

- C. Approval of Memorandums of Understanding with the Police Guild Representing Patrol and Sergeants (M. Brown) **Page 17**
- D. Adoption of a Resolution to Accept a Multifamily Property Tax Exemption Agreement (MPTE) for the Sedgwick Multifamily Project (Bond) **Page 19**
- E. Adoption of a Resolution Approving a Contract with Murraysmith, Inc. for the 2020-2021 McCormick Woods Well No. 11 Phase 1 – Site Improvement (Schematic 30%) Project (Dorsey) **Page 73**

8. DISCUSSION ITEMS (No Action to be Taken)

- A. Furlough Policy Considerations (Lund) **Page 77**

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 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	June 9, 2020; 5:00pm - 2 nd Tuesday of each month	City Hall
Economic Development and Tourism	June 8, 2020; 9:30am - 2 nd Monday of each month	City Hall
Utilities	June 16, 2020; 5:00pm - 3 rd Tuesday of each month	City Hall
Sewer Advisory	June 17, 2020; 6:30pm	Remote Attendance
Land Use	June 1, 2020; 9:30am - 1 st Monday of each month	DCD*
Transportation	May 26, 2020; 5:00pm - 4 th Tuesday of each month	Remote Attendance
Lodging Tax Advisory	October, 2020	City Hall
Festival of Chimes & Lights	June 15, 2020; 3:30pm - 3 rd Monday of each month	City Hall
Outside Agency Committees	Varies	Varies

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

CITY COUNCIL GOOD OF THE ORDER

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



**City of Port Orchard
Council Meeting Minutes
Regular Meeting of May 12, 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	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, 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 Rosapepe, seconded by Councilmember Lucarelli, that the agenda as presented be approved.

The motion carried.

3. CITIZENS COMMENTS

There were no citizen comments.

Mayor Putaansuu asked if there was any desire to take comments from citizens during the remote meetings?

Councilmembers briefly discussed, including recommending 1 citizen comment portion either at the end or beginning of the meeting, and having no issues with allowing live citizen comments.

Mayor Putaansuu agreed that live citizen comments will be allowed during the first citizen comment portion of the agenda.

4. CONSENT AGENDA

- A.** Approval of Voucher Nos. 79509 through 79587, including bank drafts in the amount of \$352,113.78 and EFT's in the amount of \$477.20 totaling \$352,590.98.
- B.** Approval of Payroll Check Nos. 79506 through 79508, including bank drafts and EFT's in the amount of \$130,906.82 and Direct Deposits in the amount of \$183,527.28 totaling \$314,434.10.
- C.** Adoption of a Resolution Approving a Contract with National Intergovernmental Purchasing Alliance Company, D/B/A Omnia Partners (**Resolution 014-20 and Contract 044-20**)
- 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

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

The motion carried.

5. PRESENTATION

There were no presentations.

6. PUBLIC HEARING

There were no public hearings.

7. BUSINESS ITEMS

- A. Approval of Supplemental Agreement No. 1 with GeoEngineers, Inc. for the 2019-2020 Bay Street Pedestrian Pathway NEPA Update**

MOTION: By Councilmember Clauson, seconded by Councilmember Diener, 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.

The motion carried.

B. Approval of the April 21, 2020, Council Work Study Session Meeting Minutes

MOTION: By Councilmember Clauson, seconded by Councilmember Lucarelli, to approve the minutes of the work study session of April 21st.

The motion carried. Councilmember Diener abstained.

C. Approval of the April 28, 2020, Council Meeting Minutes

MOTION: By Councilmember Cucciardi, seconded by Councilmember Chang, to approve the April 28, 2020, Council meeting minutes as presented.

City Clerk Rinearson mentioned there was a scrivener's error in the Roll Call portion of the meeting minutes, and it will be corrected.

The motion carried.

8. DISCUSSION ITEMS (No Action to be Taken)**A. Transportation Impact Fee Study Update and Alternatives**

Development Director Bond said the Transportation Committee discussed the ongoing traffic impact fee study update. The project has been slow moving because of ongoing negotiations with McCormick Communities on a new development agreement. We are now at a point we need direction from City Council in terms of general levels of where we want to set the fee and what projects the Council wants to prioritize.

He reminded Council of this discussion held in 2015 and his concerns regarding the fee structure. He provided a spreadsheet of projects and noted which projects the Transportation Committee recommended moving forward, which included the Bethel/Sedgwick Corridor, Old Clifton Road Design, and Sidney Road Widening.

Council, Mayor, and staff discussed impact fees and construction, McCormick Woods impact fees and development agreement, cost estimates, local share numbers, and timeframes.

Councilmember Cucciardi said before deciding which options to move forward with, he would like to better understand what the relationship is between all the numbers and what the formula would look like for impact fees.

Development Director Bond recommended the consultant attend a work study and walk Council through the spreadsheet.

Councilmembers liked the more robust projects and calculations and agreed upon the consultant attending a meeting.

B. Cares Act Fund

Mayor Putaansuu said the City was awarded \$430,000 in Cares Act funding. We have until October 31st to spend the money and it must be used for COVID related expenses. We will be ordering new Surfaces and can buy more devices for teleworking; we have installed sneeze guards at the customer service counters; and can order supplies like PPE's and hand sanitizer.

He further discussed other COVID funding and contact tracing, and Department of Emergency Management proportional share of about \$110,000 a week, which includes quarantine stations and testing facilities. We also may be able to partner with someone for small business grants.

Councilmember Clauson mentioned he heard about a plan that includes additional funding for states, counties, and cities.

9. REPORTS OF COUNCIL COMMITTEES

Councilmember Clauson reported on the May 12th Finance Committee meeting.

Mayor Putaansuu reported the Economic Development and Tourism meeting is scheduled for Monday morning [May 18th]. The Utilities Committee is scheduled to meet Tuesday [May 19th]. The Sewer Advisory Committee is scheduled to meet May 27th. The Land Use Committee is scheduled to meet June 1st. The Transportation Committee is scheduled to meet May 26th.

Councilmember Lucarelli reported the Chimes and Lights committee is scheduled to meet next Monday [May 18th].

Councilmember Ashby, Mayor Putaansuu, and Development Director Bond reported on KRCC [Kitsap Regional Coordinating Council] meetings and topics. She also reported on the Peninsula RTPO [Regional Transportation Planning Organization].

Mayor Putaansuu reported on Housing Kitsap and Kitsap Public Health Board.

10. REPORT OF MAYOR

The Mayor reported on the following:

- Public Facilities District and community center; and
- Festival cancellations and postponements.

11. REPORT OF DEPARTMENT HEADS

Development Director Bond reported on their permit processing and issuance.

Mayor Putaansuu reported on security upgrades and ID cards at City Hall.

12. CITIZEN COMMENTS

There were no citizen comments.

13. EXECUTIVE SESSION

At 7:52 p.m., Mayor Putaansuu recessed meeting for a 15-minute executive session to consider the selection of a site or the acquisition of real estate by lease or purchase when public knowledge regarding such consideration would cause a likelihood of increased price, pursuant to RCW 42.30.110(1)(b), with no action to be taken. City Attorney Archer, Development Director Bond, Public Works Director, Finance Director Crocker, Police Chief Brown and HR Coordinator Lund were invited to attend.

14. ADJOURNMENT

The meeting adjourned at 8:07 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.:	<u>Business Item 7A</u>	Meeting Date:	<u>May 26, 2020</u>
Subject:	<u>Adoption of a Resolution Expressing Support</u>	Prepared by:	<u>Robert Putaansuu</u>
	<u>for Application to the Governor for a Variance</u>		<u>Mayor</u>
	<u>from Governor Inslee’s Healthy Start Four-</u>	Atty Routing No.:	<u>N/A</u>
	<u>Phase Plan to Ensure the Expedient and Safe</u>	Atty Review Date:	<u>N/A</u>
	<u>Restart of Economic and Social Activity in Kitsap</u>		
	<u>County</u>		

Summary: The City of Port Orchard, led by its residents and businesses, have had a strong record of compliance with Governor Inslee’s “Stay Home, Stay Healthy” order and, as a result, the City has had success minimizing the impact of COVID-19 on the City and its residents. In coordination with Kitsap Public Health District, the City and County have successfully preserved essential hospital and public health services and as a result of these efforts, Kitsap County has seen only eight cases in the month of May for a population of 271,473 (.00003%), with only 161 cases in Kitsap County for the duration of the pandemic. The economic impact of the Governor’s order to businesses in the City has been substantial, as businesses have prioritized public health concerns over their own fiscal health.

The Governor adopted a “Healthy Start” program which allows reopening of the state over four phases, based on public health guidance and the Healthy Start program allows counties to seek variance from the Washington State Secretary of Health to allow the early advancement to the next phase where certain benchmarks are met. Earlier advancement to the next phase would enable the City’s businesses to reopen sooner utilizing safe social distancing.

The Governor initially restricted the variance to counties with less than 75,000 persons, regardless of the successful health measures taken by the county and cities therein. On May 18, 2020, the Kitsap County Board of Commissioners petitioned the Governor to expand the variance eligibility in recognition that larger counties, such as Kitsap, have successfully taken steps to protect public health and minimize potential outbreaks. On May 19, 2020, the Governor announced modifications to the eligibility criteria, rendering Kitsap County eligible to apply for such a variance. Submission of an application for variance is the purview of the Kitsap Public Health District, based on available public health data. The Kitsap Public Health Board is set to meet on Wednesday, May 27, 2020, to discuss the submission of an application for variance.

Governor Inslee’s Proclamation 20-28: This item is COVID-19 related.

Relationship to Comprehensive Plan: N/A

Recommendation: Staff recommends adoption of a resolution expressing support for application to the governor for a variance from Governor Inslee's healthy start four-phase plan to ensure the expedient and safe restart of economic and social activity in Kitsap County.

Motion for Consideration: I move to adopt a resolution expressing support for application to the governor for a variance from Governor Inslee's healthy start four-phase plan to ensure the expedient and safe restart of economic and social activity in Kitsap County.

Fiscal Impact: N/A

Attachments: Resolution.

RESOLUTION NO. ____

**A RESOLUTION OF THE CITY OF PORT ORCHARD, WASHINGTON,
EXPRESSING SUPPORT FOR APPLICATION TO THE GOVERNOR FOR
A VARIANCE FROM GOVERNOR INSLEE’S HEALTHY START FOUR-
PHASE PLAN TO ENSURE THE EXPEDIENT AND SAFE RESTART OF
ECONOMIC AND SOCIAL ACTIVITY IN KITSAP COUNTY.**

WHEREAS, the City of Port Orchard, led by its residents and businesses, have had a strong record of compliance with Governor Inslee’s “Stay Home, Stay Healthy” order and, as a result, the City has had success minimizing the impact of COVID-19 on the City and its residents; and

WHEREAS, in coordination with Kitsap Public Health District, the City and County have successfully preserved essential hospital and public health services; and

WHEREAS, as a result of these efforts, Kitsap County has seen only eight cases in the month of May for a population of 271,473 (.00003%), with only 161 cases in Kitsap County for the duration of the pandemic; and

WHEREAS, the economic impact of the Governor’s order to businesses in the City has been substantial, as businesses have prioritized public health concerns over their own fiscal health; and

WHEREAS, the Governor adopted a “Healthy Start” program which allows reopening of the state over four phases, based on public health guidance; and

WHEREAS, the Healthy Start program allows counties to seek variance from the Washington State Secretary of Health to allow the early advancement to the next phase where certain benchmarks are met; and

WHEREAS, earlier advancement to the next phase would enable the City’s businesses to reopen sooner utilizing safe social distancing; and

WHEREAS, the Governor initially restricted the variance to counties with less than 75,000 persons, regardless of the successful health measures taken by the county and cities therein; and

WHEREAS, on May 18, 2020, the Kitsap County Board of Commissioners petitioned the Governor to expand the variance eligibility in recognition that larger counties, such as Kitsap, have successfully taken steps to protect public health and minimize potential outbreaks; and

WHEREAS, on May 19, 2020, the Governor announced modifications to the eligibility criteria, rendering Kitsap County eligible to apply for such a variance; and

WHEREAS, submission of an application for variance is the purview of the Kitsap Public Health District, based on available public health data; and

WHEREAS, the Kitsap Public Health Board is set to meet on Wednesday, May 27, 2020, to discuss the submission of an application for variance; and

WHEREAS, the City Council desires to voice its support of an application for variance to support the residents and businesses of the City, in light of the vital social distancing efforts to date by those living and working in the City; now, therefore,

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

THAT: The City Council endorses and encourages Kitsap Public Health to apply for a variance for Kitsap County under the Healthy Start program, so that the City and County may advance to Phase 2 as soon as supported by local public health data.

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 26th day of May 2020.

Robert Putaansuu, Mayor

ATTEST:

Brandy Rinearson, MMC, City Clerk



Agenda Staff Report

Agenda Item No.:	Business Item 7B	Meeting Date:	May 26, 2020
Subject:	Adoption of an Ordinance Amending Port Orchard Municipal Code 9.30 (Nuisances) to Address Nuisance Bees and Other Stinging Insects	Prepared by:	Nicholas Bond DCD Director
		Atty Routing No:	Development - Matter 11
		Atty Review Date:	May 20, 2020

Summary: The City has been asked to adopt regulations for beekeeping, which Port Orchard Municipal Code currently does not regulate, and to establish the authority to deal with nuisance bees.

Beekeeping is a vital agricultural activity, and honey production is a significant economic activity. However, when conducted in close proximity to non-agricultural uses and not well self-regulated, beekeeping can have negative effects and become a public nuisance.

Proposed land use-based beekeeping regulations have been drafted and are going through the process for review and adoption into Title 20. In the meantime, as spring is a time when poorly-managed beehives may become a problem, and other stinging insects are becoming active, the Council is asked to consider an amendment to POMC 9.30 (Nuisances), which defines when honey bees or other stinging insects will be considered a nuisance and provides the means to deal with them in the same manner as other nuisances.

Governor Inslee’s Proclamation 20-28: This item is necessary and routine, for the following reasons: The adoption and implementation of nuisance regulations to protect the welfare of Port Orchard and its citizens is a normal and routine function of the Port Orchard City government.

Relationship to Comprehensive Plan: N/A

Recommendation: Staff recommends that the City Council adopt the proposed ordinance amending POMC Chapter 9.30.

Motion for consideration: “I move to adopt an ordinance amending POMC Chapter 9.30, adding provisions for nuisance bees and stinging insects.

Fiscal Impact: None

Alternatives: Do not adopt the proposed amendment; revise the proposed amendment.

Attachments: Ordinance.

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ORDINANCE NO. ____

**AN ORDINANCE OF THE CITY OF PORT ORCHARD, WASHINGTON,
RELATING TO NUISANCES; AMENDING PORT ORCHARD MUNICIPAL
CODE SECTION 9.30.020, PERTAINING TO BEEKEEPING; PROVIDING FOR
SEVERABILITY; ESTABLISHING AN EFFECTIVE DATE.**

WHEREAS, pursuant to Chapters 7.48 and 9.66 of the Revised Code of Washington (RCW), the City of Port Orchard is delegated authority to establish civil and criminal procedures for regulating and abating public nuisances, defined as conditions that negatively impact the public's health and safety; and

WHEREAS, the City's existing regulations for public nuisances are codified at Port Orchard Municipal Code (POMC) Chapter 9.30; and

WHEREAS, due to complaints from the public regarding beekeeping activities that jeopardize or endanger the public, the City Council desires to control beekeeping as a nuisance under certain conditions; and

WHEREAS, the City Council finds that this Ordinance and the amendments to POMC Chapter 9.30 herein are consistent with the City's Comprehensive Plan and regulations, and are in the best interests of the residents of the City and further advance the public health, safety and welfare; NOW, THEREFORE,

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

SECTION 1. Findings and Recitals. The recitals set forth above are hereby adopted and incorporated as findings in support of this Ordinance.

SECTION 2. Amendment. POMC Section 9.30.020, Types of nuisances, is hereby amended to read as follows:

9.30.020 Types of nuisances.

Each of the following conditions, unless otherwise permitted by law, is declared to constitute a public nuisance and whenever the enforcement officer determines that any of these conditions exist upon any premises or in any lake, river, stream, drainageway, or wetlands, the officer may require or provide for the abatement thereof pursuant to this chapter:

(1) The existence of any weeds, trash, dirt, filth, the carcass of any animal, waste, shrubs, accumulation of lawn or yard trimmings or other offensive matter;

(18) The existence of any goods, merchandise, or property of any kind on any streets, alleys or sidewalks of the city, which unreasonably obstructs pedestrian or vehicular traffic;

(19) The keeping of hives of honey bees or other stinging insects in or upon their property or premises, that are: (a) defensive or exhibit objectionable behavior, including swarming, or which interfere with the normal use of property, or the enjoyment of persons, animals, or adjacent property; (b) abandoned hives; (c) diseased bees / hives; or (d) all other nests (colonies) of stinging insects such as

yellow jackets, hornets, and wasps which exhibit objectionable behavior or interfere with normal use of property, or the enjoyment of persons, animals, or adjacent property.

SECTION 2. Corrections. Upon the approval of the city attorney, the city clerk and/or code publisher is authorized to make any necessary technical corrections to this ordinance, including but not limited to the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers, and any reference thereto.

SECTION 3. Severability. If any section, subsection, paragraph, sentence, clause, or phrase of this ordinance is declared unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining parts of this ordinance.

SECTION 4. Effective Date. This ordinance shall be published in the official newspaper of the city and shall take full force and effect five (5) days after the date of publication. A summary of this ordinance in the form of the ordinance title may be published in lieu of publishing the ordinance in its entirety.

PASSED by the City Council of the City of Port Orchard, APPROVED by the Mayor and attested by the City Clerk in authentication of such passage this 26th day of May 2020.

Robert Putaansuu, Mayor

ATTEST:

Brandy Rinearson, MMC, City Clerk

APPROVED AS TO FORM:

SPONSORED BY:

Charlotte A. Archer, City Attorney

Scott Diener, Councilmember

PUBLISHED:

EFFECTIVE 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.: Business Item 7C
Subject: Approval of Memorandums of Understanding
with the Police Guild Representing Patrol and
Sergeants

Meeting Date: May 26, 2020
Prepared by: Police Chief
M. Brown
Atty Routing No.: N/A
Atty Review Date: N/A

Summary: The Chief of Police has reviewed the organizational structure and current patrol deployment and determined that an alternative schedule is more appropriate for the department's needs. The current schedule consists of a mix of five 8-hour shifts or four 10-hour shifts with officers assigned to specific squads.

The proposed schedule of 10 hour and 45-minute shifts provides multiple benefits to the City. It allows for additional coverage during peak service hours, permits mandated training to be conducted without overtime costs, and with the new sergeant's position increases field supervision to over 80%. The schedule matches others in our area and provides the department the ability to better collaborate and train with our regional partners. This in turn increases our ability to recruit and retain professional staff.

The proposed schedule also benefits staff wellness by providing a rotation of days off to include two weekends off per month for each officer. An increase in time at home, and the ability to have additional time to decompress, has been shown to decrease the incidents of officers out with illnesses and to benefit officer's mental health.

The MOUs change specific language in the current contracts relative to the officer's schedule and adapt language regarding time off benefits. The language does not increase or decrease any benefits that have already been bargained and included in the current contracts. The MOUs are for a trial period only and may be extended and/or incorporated into future agreements by mutual agreements.

Governor Inslee's Proclamation 20-28: This item is [check all that apply]: ☐ COVID-19 related; ☒ necessary and routine, for the following reasons: the adoptions of these MOUs are necessary and time-sensitive to preserve the efficient and fiscally responsible operation of the Police Department. This item is routine because the administration of personnel agreements is regular and routine for the City as a public employer.

Recommendation: With the support of Mayor Putaansuu and the Finance Director, I recommend the City Council approve the recommended MOUs to allow the Police Department to utilize a more effective patrol deployment schedule.

Relationship to Comprehensive Plan: N/A

Motion for consideration: “I move authorizing the Mayor to sign Memoranda of Understanding with the Police Guild representing Sergeants and with the Police Guild representing Patrol Officers regarding scheduling.”

Fiscal Impact: N/A

Alternatives: Do not approve the MOU’s and provide alternative guidance.

Attachments: None. (The MOUs are not public documents until approved by Council and signed by the parties; they are therefore not attached).



City of Port Orchard

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

Agenda Item No.: Business Item 7D
Subject: Adoption of a Resolution to Accept a
Multifamily Property Tax Exemption
Agreement (MPTE) for the Sedgwick
Multifamily Project

Meeting Date: May 26, 2020
Prepared by: Nicholas Bond, AICP
DCD Director
Atty Routing No.: Development-Matter 11
Atty Review Date: May 5, 2020

Issue: In 2016, the City Council adopted Ordinance 023-16, which created Chapter 3.48 POMC (Multifamily Property Tax Exemption) to further the City's goals of encouraging additional, affordable housing in urban centers. The map of designated residential targeted areas for eligible projects was most recently updated in January 2019 (Ordinance 003-19). The Multifamily Property Tax Exemption (MPTE) program exempts certain new, converted or rehabilitated multifamily developments from ad valorem property taxation (i.e. improvements to vacant land, or to existing buildings) for either 8 or 12 years from issuance of the certification of exemption, depending on whether a project will include at least 20% affordable housing.

The City has received an application from Sedgwick Ventures LLC for an MPTE agreement, for construction of 136 new apartment units in five buildings on a vacant 8.28 acre site, located in a designated targeted area adjacent to the east side of the Fred Meyer at Bethel Rd SE and SE Sedgwick Rd. The Developer is seeking an 8-year tax exemption. The City Attorney has prepared a Multifamily Housing Limited Property Tax Exemption Agreement for signature by the City and Sedgwick Ventures LLC, to be accepted by resolution.

Governor Inslee's Proclamation 20-28: This item is necessary and routine, for the following reasons: The approval of agreement related to the City's MFTE program is a normal and routine function of the Port Orchard City government.

Recommendation: Staff recommends that the City Council approve a resolution authorizing the Mayor to accept and sign a Multifamily Housing Limited Property Tax Exemption Agreement between the City and Sedgwick Ventures LLC, as presented.

Motion for consideration: "I move to approve a resolution authorizing the Mayor to accept and sign a Multifamily Housing Limited Property Tax Exemption Agreement between the City and Sedgwick Ventures LLC, as presented."

Fiscal Impact: The MFTE program will reduce property tax revenue to the city for a period of 8 years for the proposed project. The construction of this apartment project will generate other revenue that may not otherwise be generated in the absence of this incentive.

Alternatives: Revise the Sedgwick Multifamily Housing Limited Property Tax Exemption Agreement; do not enter into a Multifamily Property Tax Exemption agreement for the Sedgwick Multifamily Project.

Attachments: Resolution; Agreement; and Sedgwick MTFE application.

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RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF PORT ORCHARD, WASHINGTON, TO
AUTHORIZE THE ACCEPTANCE OF A MULTIFAMILY PROPERTY TAX
EXEMPTION AGREEMENT BETWEEN SEDGWICK VENTURES, LLC AND
THE CITY RELATING TO THE TERMS AND CONDITIONS OF THE SUBJECT
MULTIFAMILY HOUSING PROJECT AND ITS ELIGIBILITY FOR THE
PROPERTY TAX EXEMPTION PROVIDED BY CHAPTER 3.48 OF THE PORT
ORCHARD MUNICIPAL CODE.**

WHEREAS, the Port Orchard Municipal Code (POMC), Chapter 3.48, provides a multifamily property tax exemption pursuant to the requirements of that chapter; and

WHEREAS, POMC 3.48.050 provides that, to be eligible for the multifamily property tax exemption, the subject project must meet the following requirements: (1) the project must be located within a residential targeted area as defined in POMC 3.48.030; (2) the project must not displace existing tenants; (3) existing dwelling units proposed for rehabilitation must fail to comply with one or more standards of the applicable state or city building codes; (4) the new, converted, or rehabilitated multiple-unit housing must provide for a minimum of 50 percent of the space for permanent residential occupancy and must include at least 10 units of multifamily housing; (5) new construction of multifamily housing and rehabilitation improvements must be completed within three years from the date of approval of the application; and (6) the project must be designed to comply with the city's comprehensive plan, building, housing, and zoning codes, and any other applicable regulations, standards or guidelines; and

WHEREAS, POMC 3.48.070 requires that, if the Director of the Department of Community Development approves an application for the multifamily property tax exemption, the applicant must enter into an agreement with the City regarding the terms and conditions of the implementation of the project; and

WHEREAS, the multifamily property tax exemption agreement must be approved by the Port Orchard City Council, in the form of a resolution, regarding the terms and conditions of the project and eligibility for exemption under Chapter 3.48 POMC; and

WHEREAS, the City received an application for multifamily property tax exemption from Sedgewick Ventures, LLC, pertaining to a project titled Sedgewick Multifamily (the "subject project"); and

WHEREAS, the Director of the Department of Community Development has determined that the subject project meets the eligibility requirements set forth in POMC 3.48.050; has approved the application for tax exemption; and recommends approval of the attached Multifamily Housing Limited Property Tax Exemption Agreement as accurately setting forth the terms and conditions of the subject project and eligibility for exemption under Chapter 3.48 POMC; and

WHEREAS, the Port Orchard City Council has determined to approve the attached Multifamily Housing Limited Property Tax Exemption Agreement; now, therefore,

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

1. Recitals. The recitals set forth above are hereby incorporated by reference as if set forth in full herein.
2. Authorization for Signature. The City of Port Orchard hereby authorizes the Mayor to accept and sign the attached Multifamily Housing Limited Property Tax Exemption Agreement.

PASSED by the City Council of the City of Port Orchard, SIGNED by the Mayor and attested by the City Clerk in authentication of such passage this 26th day of May 2020.

Robert Putaansuu, Mayor

ATTEST:

Brandy Rinearson, MMC, City Clerk

CITY OF PORT ORCHARD
MULTIFAMILY HOUSING LIMITED PROPERTY TAX EXEMPTION AGREEMENT

THIS AGREEMENT is entered into this ___ day of _____, 20___, by and between Sedgwick Ventures, LLC, a Washington limited liability company (hereinafter referred to as the "Owner"), and the City of Port Orchard, a municipal corporation of the State of Washington (hereinafter referred to as the "City").

WITNESSETH:

WHEREAS, the City has an interest in stimulating new construction or rehabilitation of multi-family housing in Residential Target Areas in order to reduce development pressure on single-family residential neighborhoods, to increase and improve housing opportunities, and to encourage development densities supportive of transit use; and

WHEREAS, the City has, pursuant to the authority granted to it by Chapter 84.14 RCW, designated various Residential Target Areas for the provision of a limited property tax exemption for new multi-family residential housing; and

WHEREAS the City has, through Chapter 3.48 Port Orchard Municipal code (POMC), enacted a program whereby property owners may qualify for a Final Certificate of Tax Exemption which certifies to the Kitsap County Assessor that the owner is eligible to receive a limited property tax exemption; and

WHEREAS, the Owner is interested in receiving the multiple family property tax exemption for new multifamily residential housing units in a residential targeted area; and

WHEREAS, the Owner has submitted to the City a complete application form for no fewer than ten (1) units of new multifamily housing within a residential structure or as part of an urban development;

WHEREAS, the Owner has submitted to the City preliminary site plans and floor plans for multi-family residential housing more particularly described in Exhibit A which is attached hereto and incorporated by reference herein (the "Project") to be constructed on said property (the "Site") legally described as:

A PORTION OF THE NW 1/4 OF THE NW 1/4 OF SECTION 12,
TOWNSHIP 23 N., RANGE 1 E., W.M. CITY OF PORT ORCHARD, KITSAP
COUNTY, WASHINGTON

Pierce County Tax Assessor Parcel Nos. 122301-053-2006, 122301-
063-2204, 12301-064-2003, located at 2000 SE Sedgwick Rd. in the
City of Port Orchard

WHEREAS, the City has determined that the improvement will, if completed as proposed, satisfy the requirements of for a Final Certificate of Tax Exemption;

NOW, THEREFORE, the City and the Owner do mutually agree as follows:

1. The City agrees to issue the Owner a Conditional Certificate of Acceptance of Tax Exemption.

2. The Owner agrees to construct on the Site multi-family residential housing substantially as described in the most recent site plans, floor plans, and elevations on file with the City as of the date of administrative approval of this Agreement.

3. The Project must comply with all applicable zoning requirements, land use requirements, design review requirements and all building, fire, and housing code requirements contained in the Port Orchard municipal Code (herein referred to as the "POMC") at the time a complete application for a building permit is received.

4. The new multiple-unit housing must provide for a minimum of fifty (50) percent of the space for permanent residential occupancy. The Project must include at least ten (10) units of multifamily housing within a residential structure or as part of an urban development.

5. The Owner agrees to complete construction of the agreed upon improvements within three years from the date the City issues the Conditional Certificate of Acceptance of Tax Exemption, or within any extension thereof granted by the City.

6. The Owner is requesting an EIGHT limited property tax exemption. (If a twelve year exemption, the Owner commits to renting or selling at least twenty percent (20%) of the multifamily housing units constructed on the site as housing units affordable for low or moderate-income households as defined by Section 3.48.040 POMC).

7. The Owner agrees, upon completion of the improvements and upon issuance by the City of a temporary or permanent certificate of occupancy, to file with the City's Department of Community Development the following:

a. A statement of expenditures made with respect to each multi-family housing unit and the total expenditures made with request to the entire site;

b. A description of the completed work and a statement of qualification for the exemption; and

c. A statement that the work was completed within the required three (3) year period or any authorized extension.

d. If applicable, that the project meets the affordable housing requirements as described in RCW 84.14.020.

8. The City agrees, conditioned on the Owner's successful completion of the improvements in accordance with the terms of this Agreement and on the Owner's filing of the materials described in the preceding paragraph, to file an eight or twelve year (as applicable) Final Certificate of Tax Exemption with the Kitsap County Assessor.

9. The Owner agrees, within thirty (30) days following the first anniversary of the City's filing of the Final Certificate of Tax Exemption and each year thereafter for a period of eight or twelve years, as applicable, to file a notarized declaration with the City's Department of Community Development stating the following:

a. A statement of occupancy and vacancy of the multi-family units during the previous twelve (12) months;

b. A certification that the property continues to be in compliance with this Agreement; and

c. A description of changed or improvements constructed after issuance of the certificate of tax exemption.

d. A statement of the income of each renter household at the time of initial occupancy and the income of each initial purchaser of owner-occupied units at the time of purchase for each of the units receiving a tax exemption and a summary of these figures.

e. Any information needed by the City to file its annual report pursuant to Port Orchard Municipal Code (POMC) 3.48.110 and any additional information requested by the City in regards to the units receiving a tax exemption.

10. The Parties acknowledge that the units are to be used an occupied for multifamily residential use. The parties further acknowledge that the certificate of occupancy issued by the City is for multi-family residential units. The Owner acknowledges and agrees that the units shall be used primarily for residential occupancy and any business activities shall only be incidental and ancillary to the residential occupancy.

11. If the Owner converts to another use any of the new multi-family residential housing units constructed under this Agreement, the Owner shall notify the Kitsap County Assessor and the City's Department of Community Development within sixty (60) days of such change in use.

12. The Owner agrees to notify the City promptly of any transfer of Owner's ownership interest in the Site or in the improvements made to the Site under this Agreement.

13. For purposes of this Agreement, "Owner" shall mean the Owners Association of a condominium complex once such association is established which shall be responsible for all reporting requirements required herein on behalf of the owners of individual condominium units, if applicable.

14. The City reserves the right to cancel the Final Certificate of Tax Exemption should the Owner, its successors and assigns, fail to comply with any of the terms and conditions of this Agreement. If the exemption is cancelled for non-compliance, Owner acknowledges that state law requires that an additional real property tax is imposed in the amount of (1) the difference between the tax paid and the tax that would have been paid if it had included the value of the non-qualifying improvements, dated back to the date that the improvements became non-qualifying; (2) a penalty of 20% of the difference calculated under paragraph (a) of this paragraph; and (3) interest at the statutory rate on delinquent property taxes and penalties, calculated from the date the tax would have been due without penalty if the improvements had been assessed without regard to the exemptions provided by Chapter 84.14 RCW and POMC Chapter 3.48 KMC. Applicant acknowledges that, pursuant to RCW 84.14.110, any additional tax owed, together with interest and penalty, becomes a lien on that portion of the Property on which the Project is constructed and attaches at the time the portion of the Property is removed from multifamily use or the amenities no longer meet applicable requirements, and that the lien has priority to and must be fully paid and satisfied before a recognizance, mortgage, judgment, debt, obligation, or responsibility to or with which the Property may become charged or liable. Applicant further acknowledges that RCW 84.14.110 provides that any such lien may be foreclosed in the manner provided by law for foreclosure of liens for delinquent real property taxes.

15. Nothing in this Agreement shall permit or be interpreted to permit either party to violate any provision of Chapter 84.14 RCW or POMC Chapter 3.48.

16. No modifications of this Agreement shall be made unless mutually agreed upon by the parties in writing.

17. The Owner acknowledges its awareness of the potential tax liability involved if and when the property ceases to be eligible for the incentive provided pursuant to this Agreement. Such liability may include additional real property tax, penalties and interest imposed pursuant to RCW 84.14.110. The Owner further acknowledges its awareness and understanding of the process implemented by the Kitsap County Assessor's Office for the appraisal and assessment of property taxes. The Owner agrees that the City is not responsible for the property value assessment imposed by Kitsap County at any time during the exemption period.

18. The Owner acknowledges and agrees that the City has the right to audit or review appropriate records to assure compliance with this Agreement and POMC Chapter 3.48 and to perform evaluations of the effectiveness of the Multifamily Tax Exemption program. The Owner agrees to make appropriate records available for review or audit upon seven days' written notice by the City.

19. All notices to be given pursuant to this Agreement shall be in writing and shall be deemed given when hand-delivered within normal business hours, when actually received by facsimile transmission, or two business days after having been mailed, postage prepaid, to the parties hereto at the addresses set forth below, or to such other place as a party may from time to time designate in writing.

CITY: Department of Community Development
City of Port Orchard
216 Prospect Street
Port Orchard, WA 98366
Attn: Director

OWNER:

20. In the event that any term or clause of this Agreement conflicts with applicable law, such conflict shall not affect other terms of this Agreement which can be given effect without the conflicting term or clause, and to this end, the terms of this Agreement are declared to be severable.

21. This Agreement shall be a covenant running with the land and shall be binding on the assigns, heirs and successors of the Owner.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written.

CITY OF PORT ORCHARD

PROPERTY OWNERS

Robert Putaansuu, Mayor

By: _____

Its: _____

Nick Bond, Director
Dept. of Community Development

By: _____

Its: _____

Noah Crocker
Finance Director

Attest:

Brandy Rinearson, CMC, City Clerk

Approved as to Form:

Charlotte A. Archer, City Attorney

[ADD NOTARY BLOCK]

APR 10, 2020

City of Port Orchard
Community Development

CITY OF PORT ORCHARD
Department of Community Development
216 Prospect Street
Port Orchard, WA 98366
Phone: (360) 874-5533 • Fax: (360) 876-4991

MULTI-FAMILY TAX EXEMPTION APPLICATION

Port Orchard Municipal Code Chapter 3.48

File #:	Fee: \$1,500.00	Receipt #:
---------	-----------------	------------

PROGRAM REQUIREMENTS

1. The project must be located within a residential target area designed for the tax incentive program by the City. *(See page 4 of the application for a map)*
2. The project cannot displace any residential tenants from the property proposed for development.
3. At least 50% of the proposed units must be developed for permanent owner occupation.
4. The project must provide at least 10 owner occupied dwelling units.
5. The project must be completed within 3 years from the date of approval of the application.
6. The project must be designed to comply with all building codes, zoning codes, and other applicable regulations.

CONTACT INFORMATION

Project Name Sedgwick Multifamily	
Applicant (grantor): Sedgwick Ventures, LLC c/o The Rush Companies	
Address: 6622 Wollochet Dr, Gig Harbor, WA 98335	Phone Number: 253-858-3636
Email:	
Contact Person (if different than applicant): Tawney Calzacorta, Rush Companies Agent	
Address: 6622 Wollochet Dr, Gig Harbor, WA 98335	Phone Number: 253-858-3636
Email: tcalzacorta@therushcompanies.com	
Title Holder (if different than applicant):	
Address:	Phone Number:
Email:	
Project Representative: Kim Orr, Development Manager	
Address: 6622 Wollochet Dr, Gig Harbor, WA 98335	Phone Number: 253-858-3636
Email: korr@therushcompanies.com	

PROJECT INFORMATION

1. Property Address: 2000 SE Sedgwick Rd
2. Tax Assessor Parcel Number(s): 122301-053-2006, 122301-063-2004, 122301-064-2003
3. Zoning Designation: CMU
4. Comprehensive Plan Designation: Urban Growth
5. Sewage Disposal Method: West Sound Utilities
6. Water Source: West Sound Utilities
7. Is the project located within the residential targeted area as defined in POMC 3.48.020 and as set forth in 3.48.030 Figure1: Alternative 1? (See page 4) ☒ YES ☐ NO
8. Is the project site currently vacant? ☒ YES ☐ NO
9. If the existing units are vacant, what is the last day occupied? N/A
If the property is not vacant please provide a detailed explanation as to how the tenants will be relocated. You must include information regarding how the applicant will provide each tenant comparable size, quality, price, and opportunity to relocate.
10. Number of Units: New: 136 Existing Empty: 0 Existing Occupied: 0
(The proposed project must include at least 10 owner occupied units)
11. Does the proposal include the rehabilitation of existing structures?
☐ YES ☒ NO
12. If the proposal includes the rehabilitation of an existing structure please provide a report prepared by a registered architect identifying how the structure is not compliant with the building codes. The report must identify specific code violations, supporting data, a narrative, and graphic materials to identifying specific non-compliances with the building code. Does this application include a report meeting these requirements?
☐ YES ☒ NO N/A
13. Number of units for which you are applying for this exemption: 136
14. Does the project provide at least fifty percent (50%) of the units for permanent (*owner occupied*) residential occupancy?
☒ YES ☐ NO The project is a residential apartment community; 100% of the space (square foot area) within the (5) buildings is for permanent residential occupancy
15. What is the projected cost of the construction/rehabilitation? \$ 17MM
16. Source of cost estimate? Rush Commercial Const. (License #RUSHCC*913JG) cost estimate
17. Expected start date of project? June 2020 target date
18. Expected completion Date? Fall 2021 (approx. 14 months following start date)
19. Preliminary plans are required with the submittal of this application. Which of the following are attached? ☒ Site Plan ☒ Floor Plans ☒ Legal Description
20. Please provide any other applicable information that will assist in the review of your request and will help show that your project meets the criteria in the Port Orchard Municipal Code 3.48.050. (*list*):
See response to criteria outlined in 3.48.050, attached to this application as Exhibit A

CONDITIONAL CERTIFICATE

The City may issue a Conditional Certificate of Acceptance of Tax Exemption, based on the information provided by the applicant. The Conditional Certificate will be effective for not more than three (3) years, but may be extended for an additional 24 months under certain circumstances. The City will issue a Final Certificate of Tax Exemption upon completion of the project, satisfactory fulfillment of all contract terms, a final inspection, and issuance of a Certificate of Occupancy.

EFFECT OF CANCELLATION

If a tax exemption is canceled due to a change in use or other noncompliance, the following taxes and penalties will apply:

- A. Additional real property tax, plus interest, shall be imposed based upon the value of the non-qualifying improvements. This additional tax is calculated based upon the difference between the property tax paid and the property tax that would have been paid if it had included the value of the non-qualifying improvements dated back to the date that the improvements were converted to a non-qualifying use.
- B. A penalty shall be imposed amounting to twenty (20) percent of the value of the additional property tax plus interest.
- C. The interest is calculated at the same statutory rate charged on delinquent property taxes from the dates on which the additional property tax could have been paid without penalty if the improvements had been assessed at full value without regard to this tax exemption program.
- D. The additional taxes, interest, and penalties will become a lien on the land and attach at the time the property or portion of the property is removed from multi-family use or the amenities no longer meet applicable requirements. The lien has priority over and must be fully paid and satisfied before a recognizance, mortgage, judgment, debt, obligation, or responsibility to or with which the land may become charged or liable.

SIGNATURE STATEMENT

As owner(s) of the land described in this application, I hereby indicate by my signature that I am aware of the additional tax liability to which the property will be subject if the exemption is canceled. I declare under penalty of perjury under the laws of the State of Washington that this application and any accompanying documents have been examined by me and that they are true, correct, and complete to the best of my knowledge

Signed at Gig Harbor, Washington this 8th day of April, 2020.

Signatures of all Owner(s) and Contract Purchaser(s)

Matt Smith
 Printed Name: Matt Smith
 Matt Smith

Printed Name: _____

Printed Name: _____

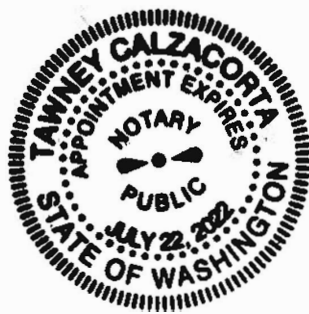
Printed Name: _____

State of Washington)

County of Pierce) SS
Knap)

On this 8th day of April, 2020, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Walt Smith, to me known to be the authorized signor and the person who executed the foregoing instrument, and acknowledged that said instrument to be the free and voluntary act and deed of said person, for the uses and purposes therein mentioned.

WITNESS MY HAND AND OFFICIAL SEAL THIS 8th DAY OF April, 2020



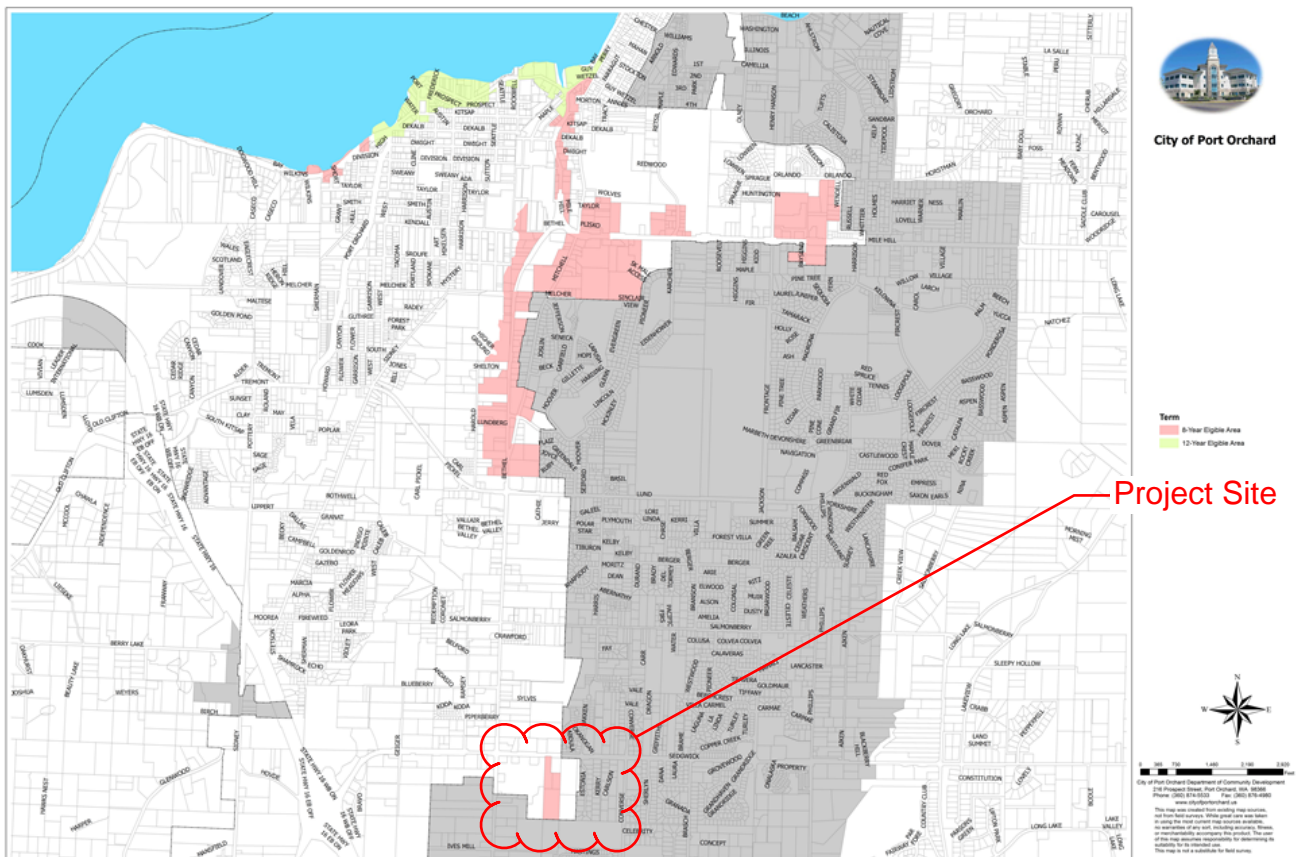
Tawney Calzacorta
NOTARY PUBLIC

Printed Name: Tawney Calzacorta

Residing at Gig Harbor

My commission expires 7-22-2022

FIGURE 3.48 TARGET AREA



3.48.050 Project eligibility.

[+ SHARE](#)

A proposed multifamily housing project must meet all of the following requirements for consideration for a property tax exemption:

(1) Location. The project must be located within a residential targeted area as defined in POMC [3.48.030](#).

The project is located in the target area - see map, page 4 of 4.

(2) Tenant Displacement Prohibited. The project must not displace existing residential tenants of structures that are proposed for redevelopment. If the property proposed to be rehabilitated is not vacant, an applicant shall provide each existing tenant housing of comparable size, quality, and price and a reasonable opportunity to relocate.

No residents will be displaced. The site is currently vacant; the project is a new construction apartment community

(3) Noncompliance with Building Codes. Existing dwelling units proposed for rehabilitation must fail to comply with one or more standards of the applicable state or city building codes.

The project is new construction and will comply with all applicable building codes.

(4) Size of Project. The new, converted, or rehabilitated multiple-unit housing must provide for a minimum of 50 percent of the space for permanent residential occupancy. The project, whether new, converted, or rehabilitated multiple-unit housing, must include at least 10 units of multifamily housing within a residential structure or as part of an urban development. In the case of existing multifamily housing that is occupied or which has not been vacant for 12 months or more, the multifamily housing project must also provide for a minimum of four additional multifamily units for a total project of at least 10 units including the four additional units. Existing multifamily housing that has been vacant for 12 months or more does not have to provide additional units.

100% of the space (square foot area) within the (5) buildings is dedicated as residential occupancy.

(5) Proposed Completion Date. New construction of multifamily housing and rehabilitation improvements must be completed within three years from the date of approval of the application.

The project will comply with project completion duration. Project completion is anticipated to be fall 2021

(6) Compliance with Guidelines and Standards. The project must be designed to comply with the city's comprehensive plan, building, housing, and zoning codes, and any other applicable regulations. The project must also comply with any other standards and guidelines adopted by the city council for the residential targeted area. (Ord. 023-16 § 2).

The project will comply with applicable codes, standards and guidelines.

CITY OF PORT ORCHARD PROFESSIONAL SERVICES AGREEMENT

THIS Agreement is made effective as of the 26th day of May 2020, by and between the City of Port Orchard, a municipal corporation, organized under the laws of the State of Washington, whose address is:

CITY OF PORT ORCHARD, WASHINGTON (hereinafter the "CITY")
216 Prospect Street
Port Orchard, Washington 98366

Contact: Mayor Robert Putaansuu

Phone: 360.876.4407 Fax: 360.895.9029

and, **Murraysmith, Inc.** a corporation, organized under the laws of the State of Oregon, doing business at:

600 University Street, Suite 300
Seattle, WA 98101

(hereinafter the "CONSULTANT")

Contact: Erika Schuyler, PE, PMP
Principal Engineer

Phone: 206.462.7030

for professional services in connection with the following Project:

2020-2021 McCormick Woods Well No.11 Phase I - Site Improvement (Schematic 30%) Project

TERMS AND CONDITIONS

1. Services by Consultant.

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

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

2. Schedule of Work.

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

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

City of Port Orchard and Murraysmith, Inc.

Professional Service Agreement Contract No. C048-20

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Rev 7/18/2019

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3. **Terms.** This Agreement shall commence on May 26, 2020 ("Commencement Date") and shall terminate December 31, 2020 unless extended or terminated in writing as provided herein. **The City reserves the right to offer two (2) one-year extensions prior to contract expiration to retain the selected company's services.**

4. **Compensation.**

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

☒ TIME AND MATERIALS NOT TO EXCEED. Compensation for these services shall not exceed \$94,673.00 without written authorization and will be based on the list of billing rates and reimbursable expenses attached hereto as Exhibit "B."

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

☐ OTHER. _____

5. **Payment.**

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

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

C. The Consultant shall keep cost records and accounts pertaining to this Agreement available for inspection by City representatives for three (3) years after final payment unless a longer period is required by a third-party agreement. Copies shall be made available on request.

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

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

6. **Discrimination and Compliance with Laws**

City of Port Orchard and Murraysmith, Inc.

Professional Service Agreement Contract No. C048-20

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Rev 7/18/2019

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

B. Even though the Consultant is an independent contractor with the authority to control and direct the performance and details of the work authorized under this Agreement, the work must meet the approval of the City and shall be subject to the City's general right of inspection to secure the satisfactory completion thereof. The Consultant agrees to comply with all federal, state and municipal laws, rules and regulations that are now effective or become applicable within the term(s) of this Agreement to the Consultant's business, equipment and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

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

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

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

8. Suspension and Termination of Agreement

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

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

C. Rights Upon Termination.

1. *With or Without Cause.* Upon termination for any reason, all finished or unfinished documents, reports, or other material or work of the Consultant pursuant to this Agreement shall be submitted to the City, and the Consultant shall be entitled to just and equitable compensation for

City of Port Orchard and Murraysmith, Inc.

Professional Service Agreement Contract No. C048-20

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any satisfactory work completed prior to the date of termination, not to exceed the total compensation set forth herein. The Consultant shall not be entitled to any reallocation of cost, profit or overhead. The Consultant shall not in any event be entitled to anticipated profit on work not performed because of such termination. The Consultant shall use its best efforts to minimize the compensation payable under this Agreement in the event of such termination. Upon termination, the City may take over the work and prosecute the same to completion, by contract or otherwise.

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

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

E. Notice of Termination or Suspension. If delivered to the Consultant in person, termination shall be effective immediately upon the Consultant's receipt of the City's written notice or such date as stated in the City's notice of termination, whichever is later. Notice of suspension shall be given to the Consultant in writing upon one week's advance notice to the Consultant. Such notice shall indicate the anticipated period of suspension. Notice may also be delivered to the Consultant at the address set forth in Section 15 herein.

9. **Standard of Care.** The Consultant represents and warrants that it has the requisite training, skill and experience necessary to provide the services under this Agreement and is appropriately accredited and licensed by all applicable agencies and governmental entities. Services provided by the Consultant under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing in similar circumstances.

10. **Ownership of Work Product.**

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

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

City of Port Orchard and Murraysmith, Inc.

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

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

12. Indemnification. The Consultant shall defend, indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, including all legal costs and attorneys' fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries or damages caused by the sole negligence of the City.

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

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

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

A. Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

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

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

B. Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

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

C. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

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

D. Acceptability of Insurers

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

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E. Verification of Coverage

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

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

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

Robert Putaansuu
Mayor
216 Prospect Street
Port Orchard, WA 98366

Phone: 360.876.4407
Fax: 360.895.9029

CONSULTANT
Murraysmith, Inc.
Adam Schuyler, PE, PMP
600 University Street, Suite 300
Seattle, WA 98101
Phone: 206.462.7030

16. Resolution of Disputes and Governing Law.

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

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

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

17. General Provisions.

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

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

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

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

18. Title VI

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

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

1. **Compliance with Regulations:** The Consultant will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.
2. **Nondiscrimination:** The Consultant, with regard to the work performed by it during this Agreement, will not discriminate on the grounds of race, color, national origin, sex, age, disability, income-level, or LEP in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Consultant will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations as set forth in Appendix A, attached hereto and incorporated herein by this reference, including employment practices when this Agreement covers any activity, project, or program set forth in Appendix B of 49 C.F.R. part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Consultant of the Consultant's

obligations under this Agreement and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, national origin, sex, age, disability, income-level, or LEP.

4. **Information and Reports:** The Consultant will provide all information and reports required by the Acts, the Regulations and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish the information, the Consultant will so certify to the City or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the Consultant's noncompliance with the Non-discrimination provisions of this Agreement, the City will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 1. withholding payments to the Consultant under the Agreement until the contractor complies; and/or
 2. cancelling, terminating, or suspending the Agreement, in whole or in part.
6. **Incorporation of Provisions:** The Consultant will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Consultant will take action with respect to any subcontract or procurement as the City or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Consultant becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Consultant may request the City to enter into any litigation to protect the interests of the City. In addition, the Consultant may request the United States to enter into the litigation to protect the interests of the United States.

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

CITY OF PORT ORCHARD,
WASHINGTON

By: _____
Robert Putaansuu, Mayor

ATTEST/AUTHENTICATE:

By: _____
Brandy Rinearson, MMC
City Clerk

APPROVED AS TO FORM:

By: _____
Charlotte A. Archer, City Attorney

CONSULTANT

By: _____

Name: Adam Schuyler, PE, PMP

Title: Regional Manager

APPENDIX A

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

Pertinent Non-Discrimination Authorities:

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

EXHIBIT A

SCOPE OF SERVICES

MCCORMICK WOODS WELL 11 SITE

IMPROVEMENTS – PHASE I

CITY OF PORT ORCHARD, WASHINGTON

Project Understanding

The City of Port Orchard (City) drilled Well 11 in the McCormick Woods Development in 2011 and now wants to improve the site. The City has requested Murraysmith, Inc. (Murraysmith) provide conceptual design engineering for the McCormick Woods Well 11 Site Improvements project (Project) that includes:

- Monitoring well house to protect the well head.
- New Well 11 facility, including:
 - CMU Building
 - Booster pumps
 - On-site power generation
 - Onsite water treatment system with filtration backwash system, sodium hypochlorite generation and dosing, and fluoridation system
 - Electrical and instrumentation equipment for the Well 11 site
- Decommissioning of up to three (3) existing onsite Wells (Wells 1, 2, and 3); Well 3 may remain as a monitoring well
- Repurposing, decommissioning, or removal of two (2) existing 60,000-gallon concrete tanks
- Yard piping connecting to existing water system
- Site development, including:
 - Grading
 - Access road improvements and parking
 - Stormwater management
 - Security, including lighting and fencing
 - Landscaping

The Scope of Services is based on our understanding of the tasks required to meet the goals and complete the Project as recommended in the *Well 12 Water Campus and Well 11 Design Guidelines* (Well 11 Guidelines) and *Well 11 Campus Improvements Design, Bid Assistance, and Construction Management LOE and OPCC* (Well 11 Memo) memoranda prepared by BHC Consultants in August 2018 and August 2019, respectively.

This scope includes:

- Reviewing existing information and data collection
- Conceptual design engineering

Final design services and engineering support during construction are not included in this Scope of Services. At the City's discretion, this contract may be amended to include design services and/or engineering support during construction, or additional items identified by the City.

Scope of Services

The Scope of Services consists of six tasks.

- Task 1 – Project Management
- Task 2 – Survey/Easement Documents
- Task 3 – Hydrogeology
- Task 4 – Water Quality
- Task 5 – Conceptual Design
- Task 6 – Contingency

Each phase consists of five components.

1. Objective: Purpose of the task
2. Activities: Specific project elements and efforts that will be completed by the Murraysmith project team
3. City Responsibilities: Elements that will be provided by the City
4. Deliverables: The finished product that will be delivered to the City via electronic and/or hard copy
5. Assumptions: Assumptions used to develop each Work Task

Task 1 – Project Management

Objective

Provide management of the project team, schedule, and budget. Murraysmith's project manager (PM) will maintain communication with the City and the team throughout the duration of the project, lead meetings and workshop discussions, keep the City up to date on project issues, and incorporate the City's input into the work product as appropriate.

Activities

Task 1.1 – Project Kick-Off Meeting

Prepare agenda and attend the Project kick-off meeting at City Hall, or via video conference due to coronavirus, to introduce key members of the project team, establish project objectives, review communication protocols, discuss the project scope and schedule, and tour the Well 11 site to review the initial field investigations in greater detail with City staff (if possible). Prepare meeting minutes for City review and comment. Incorporate City review comments and submit final minutes.

Task 1.2 – Project Management Plan

Prepare a Project Management Plan that includes the signed contract, scope of work and budget, contact list, baseline project schedule, quality assurance/quality control plan, and other project management procedures.

Task 1.3 – Monthly Project Status Reports

Prepare invoices and monthly reports using Earned Value Management (EVM) to include work completed, costs incurred, budget status (budget vs. estimated balance to complete), amendments, project schedule, any variance between planned and actual project performance, issues that may result in completion of any task beyond the established schedule or task budget, and issues that may result in an increase in Total Price. Schedule updates will be prepared using MS Project software.

Task 1.4 – Coordination with the City

Coordinate with the City via phone and email communication, including weekly 30 minutes project status phone calls between the Murraysmith and City project managers. Follow-up decision-making phone conversations with a recap via email. Manage and coordinate the Project technical and scope issues.

Task 1.5 – Consultant Team Coordination

Coordinate project team efforts, including sub-consultants, to monitor project progress, coordinate project team activities to keep the project on schedule, identify external coordination items with City staff or regulatory agencies and identify potential budget challenges. Internal team coordination to include one-hour, bi-weekly team conference calls with discipline leads and key team members.

City Responsibilities

1. Review project status reports, invoices, and schedule.
2. Review meeting agenda and minutes and provide comments to Murraysmith.

Deliverables

1. One electronic (PDF) copy of monthly project updates and invoices.
2. One electronic (PDF) copy of the Agenda and Minutes from the Project Kick-off Meeting.

Assumptions

1. The Project kick-off meeting will be attended by up to five (5) Murraysmith team members, including the project manager, design leads, and discipline leads.
2. Project duration is assumed to be 4 months; therefore 4 Monthly Progress Reports are included in the Scope of Work.

Task 2 – Survey/Easement Documents

Objective

Provide surveying and topographic mapping of the Well 11 site. Provide legal description and exhibit map for easement acquisition for new sewer line connection.

Activities

2.1 - Survey and Mapping

Provide control survey and boundary determination and coordinate with private utility locating service to identify underground utilities as part of topographic survey. Topographic survey work includes locations and elevations of existing, visible physical surface features, edges of pavement, gravel access road, visible surface utilities and marked underground utilities, wells, and trees 10-inches diameter at breast height (DBH) and greater. Coordinate with surveyor on work required to complete survey to City standards and requirements of the project. Perform final review and

formatting of AutoCAD files of survey, develop base map suitable for design for use in the layout of site improvements on the site.

2.2 – Easement Documentation

Prepare legal description and exhibit map for connection to existing sewer main.

City Responsibilities

1. City to provide available as-builts and documents for project site, facilities, and utilities.
2. City to complete utility potholing as needed.
3. Review and comment on consultant deliverables.

Deliverables

1. Electronic copies of formal “Request for Information.”
2. Electronic copies of draft and final base map.
3. Electronic copies of legal description and base map for easement.

Assumptions

1. The boundary of the site is already well established based on the neighboring subdivisions which the well site was created from.
2. Horizontal surveying and mapping will be referenced to Washington State Plane Coordinate system NAD83(11). Vertical information will be referenced to NAVD88 datum.
3. City review period is ten (10) working days.
4. City comments will be consolidated into one file before submitting to project team.
5. The sanitary sewer from the Well 11 site will flow west through the McCormick Woods Golf Course maintenance facility.

Task 3 – Hydrogeology

Objective

Develop a well testing program for Well 11, considering additional water rights allocated for the well. Coordinate efforts with Department of Health (Health) and Department of Ecology (Ecology). Test the well and provide a well rating based on the test results.

Activities

3.1 - Review Data and Information

Review data and information provided by the City and extract relevant information for the project.

Obtain available information from the City regarding the project, including but not limited to DOH Permit for well capacity.

3.2 - Hydrogeology

Coordinate with Robinson Noble, the City's hydrogeologist, for Well 11 development and decommissioning of Wells 1, 2, and 3. Review the previous Well 11 construction and testing report for information pertinent to the project. Provide recommendations should a well cleanout or redevelopment effort be warranted prior to testing and well modifications. Conduct and observe step-rate and constant-rate testing of the well. Equip Well 11 with a pressure transducer and data logger to collect background data seven days prior to testing as required by the Preliminary Permit. Use the step rate test to determine if the efficiency of the well has changed or whether the well can support a rate of 1,150 gpm during the constant rate test. Based on the results of the step rate test, recommend a rate for the constant rate test. Collect at least 24 hours of recovery rate data to allow the contractor to remove the test pump. Following the pumping tests, analyze test results and provide a technical memorandum describing the well modifications, test procedures, and test results; provide a well rating based on these results. Memorandum will include aquifer test reporting requirements listed in the Preliminary Permit.

City Responsibilities

1. Review and comment on consultant deliverables.

Deliverables

1. Electronic copies of formal "Request for Information."
2. Workshop agendas and summaries.
3. Well Modifications Technical Memorandum.
4. Well Decommissioning Technical Specifications.
5. Well Decommissioning Technical Memorandum.

Assumptions

1. City review period is ten (10) working days.
2. City comments will be consolidated into one file before submitting to project team.

Task 4 – Water Quality

Objective

Well 11 water quality was evaluated in 2010 during the well installation and testing. While the water quality was good in 2011, it is unlikely that the Washington State Department of Health (Health) will accept the previous evaluation for source approval due to the age of the previous testing. Therefore, this task includes updated water quality analysis and reporting prior to pump testing.

Activities

4.1 - Water Quality Analysis

Coordinate with Robinson Noble, the City's hydrogeologist for Well 11 water quality analysis. Obtain available information from the City regarding the project, including but not limited to, water quality data for:

- Well 11,
- Other City wells,
- City of Bremerton supply.

Confirm baseline water quality, water treatment needs, and performance goals. Collect water quality samples from Well 11. Samples will be analyzed for standard inorganic, VOC, SOC, bacteriological, and radionuclide constituents. Present the results of the water quality analysis in a technical memorandum. Following the installation of the permanent well pump, collect and analyze a bacteriological sample.

City Responsibilities

1. Review and comment on consultant deliverables.

Deliverables

1. Water Quality Technical Memorandum.

Assumptions

1. City review period is ten (10) working days.
2. City comments will be consolidated into one file before submitting to project team.

Task 5 – Conceptual Design

Objective

Develop a conceptual design and report that incorporates the City's preferences, requirements, and constraints for input and refinement. This task is the start of the project's detailed design process and key design discipline leads begin their development of the design concept. The developed schematic design establishes the general scope, conceptual design, scale, and relationships among the project components, and includes discipline specific design ideas so that major process decisions such as equipment spacing, process type/configuration, redundancy, and O&M preferences can be made by the City. Initial coordination with the Department of Health (DOH) is included in Task 5.

Another objective of this task is to identify the permitting requirements and outline the preliminary permitting schedule.

Activities

5.1 - Review Data and Information

Review data and information provided by the City and extract relevant information for the project.

Obtain available information from the City regarding the project, including but not limited to:

- Permitting/Sensitive Areas issues,
- Verify and coordinate on connection to distribution system,
- City's planned Capital and Transportation Improvement Projects and known development that may impact project,
- As-built drawings.

5.2 - Geotechnical Study

Review readily available sources for existing geotechnical information at the project site, including the existing well construction and testing report for Well 11 prepared by Robinson Noble, and dated March 2011. Visit the project site and complete a visual reconnaissance of the development area. Provide a discussion of soil and groundwater conditions anticipated at the site. Provide preliminary seismic design criteria based on the 2018 International Building Code (IBC), including site class, site coefficients, ground accelerations, and a discussion on liquefaction potential for the site, based on available data reviewed. Provide a discussion of appropriate options for foundation support. Prepare a report which will include a discussion of conventional spread footings and alternative foundation support methods that could be employed, if necessary. Provide preliminary earth-pressure parameters for design of retaining walls and below-grade elements. Provide a discussion of stormwater infiltration feasibility. Provide preliminary recommendations for asphalt concrete pavement design based on our experience. Provide a discussion of earthwork practices suitable for the site including site grading, fill placement and compaction, fill materials, and the

feasibility of reusing on-site soils as fill and backfill. Comment on construction challenges that are identified in our paper study. Provide recommendations for additional geotechnical studies that should be completed at the site. Prepare a brief letter report summarizing our findings and conclusions, for support of planning and conceptual design. This letter report is not be intended for final design.

5.3 – Conceptual Design and Report

Prepare a Conceptual Design Report utilizing DOH Project Report requirements to streamline submittal of the DOH Project Report in future phases that documents the following:

- Project background,
- Design criteria,
- Proposed improvements including one (1) demolition plan, one (1) site layout, one (1) process flow diagram, and one (1) pump station building layout,
- Summary of the required permits and regulatory approvals,
- Opinion of probable project cost (OPPC) with and without federal funding, and
- Project schedule.

Submit draft report to City for review and comment. Modify draft report based on City review comments and submit final copies to the City.

City Responsibilities

1. Provide available as-builts and documents for project site, facilities, and utilities.
2. Review and comment on consultant deliverables.

Deliverables

1. Electronic copies of formal “Request for Information.”
2. Workshop agendas and summaries.
3. Draft and final Geotechnical letter report in PDF format.
4. Draft and final Conceptual Design Report.

Assumptions

1. City review period is ten (10) working days.
2. City comments will be consolidated into one file before submitting to project team.

Task 6 – Contingency

Objective

Provide project contingency budget for the project.

Activities

Task 6.1 – Project Contingency

Project contingency includes budget for additional, unanticipated labor and/or expenses not specifically identified in the scope of work tasks defined above. Such work items will be implemented on a work order basis and will be undertaken only after written authorization from the City's Project Manager.

Deliverables

1. To be determined.

Assumptions

1. Task 6.1 is based on 10% of Murraysmith total direct labor and sub-consultant fees.

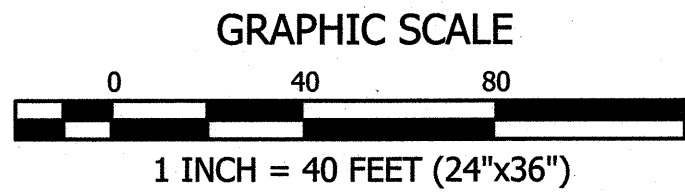
Schedule

Work will begin upon receipt of a signed contract and notice to proceed, or other agreeable written authorization. We will begin our work and proceed in a timely manner with an anticipated completion of conceptual design within four (4) months of notice to proceed. This schedule is based on timely input and information from City staff and others including the collection of requisite information and documentation, staff input, and feedback regarding design document(s) or other project matters. A baseline schedule will be provided at the Kick-off Meeting. This schedule shall be equitably adjusted as the project progresses, allowing for changes in scope or for delays beyond Murraysmith's control.

Fee Estimate

An engineering fee estimate has been prepared (Exhibit B) based on the detailed scope of services contained herein.

Page 54 of 80



PROJECT INFORMATION

SHORT PLAT NO. 755 APN: 1157656

LOT B: 122301-2-063-2004 (NO SITUS ADDRESS)
LOT C: 122301-2-053-2006 (NO SITUS ADDRESS)
LOT D: 122301-2-064-2003 (2000 SE SEDGWICK RD)

TOTAL SITE AREA: 8.28 ACRES (360,494 SF)
PROPOSED USE: MULTIFAMILY
EXISTING IMPERVIOUS SURFACE: 0.0 ACRES
NEW IMPERVIOUS SURFACE: 1.13 ACRES (FULLY DEVELOPED)
PERVIOUS PAVEMENT: 1.79 ACRES (FULLY DEVELOPED)

ZONING: COMMERCIAL
BUILDING SETBACKS: FRONT - 10'
ALL OTHERS - 5'

APPLICANT

ROBERT GRAHAM
1201 PACIFIC AVE, SUITE 634
TACOMA, WA 98402

SURVEYOR

STEVE WOODS, PLS
CONTOUR ENGINEERING LLC
P.O. BOX 949 GIG HARBOR, WA 98335
(253) 857-5454

ENVIRONMENTAL

DON BABINEAU
SOUNDVIEW CONSULTANTS LLC
2907 HARBORVIEW DRIVE
GIG HARBOR, WA 98335
253-514-8952

GEOTECHNICAL ENGINEER

GEORESOURCES
5007 PACIFIC HIGHWAY E, SUITE 16
FIFE, WA 98424
(253) 896-1011

PARKING SPACE NOTE

STANDARD SPACES 123
COMPACT SPACES 69
ADA ACCESSIBLE SPACES 20'x8' 7
SECURE SPACES (GARAGE) 9
TOTAL 208

EXISTING WELL NOTE

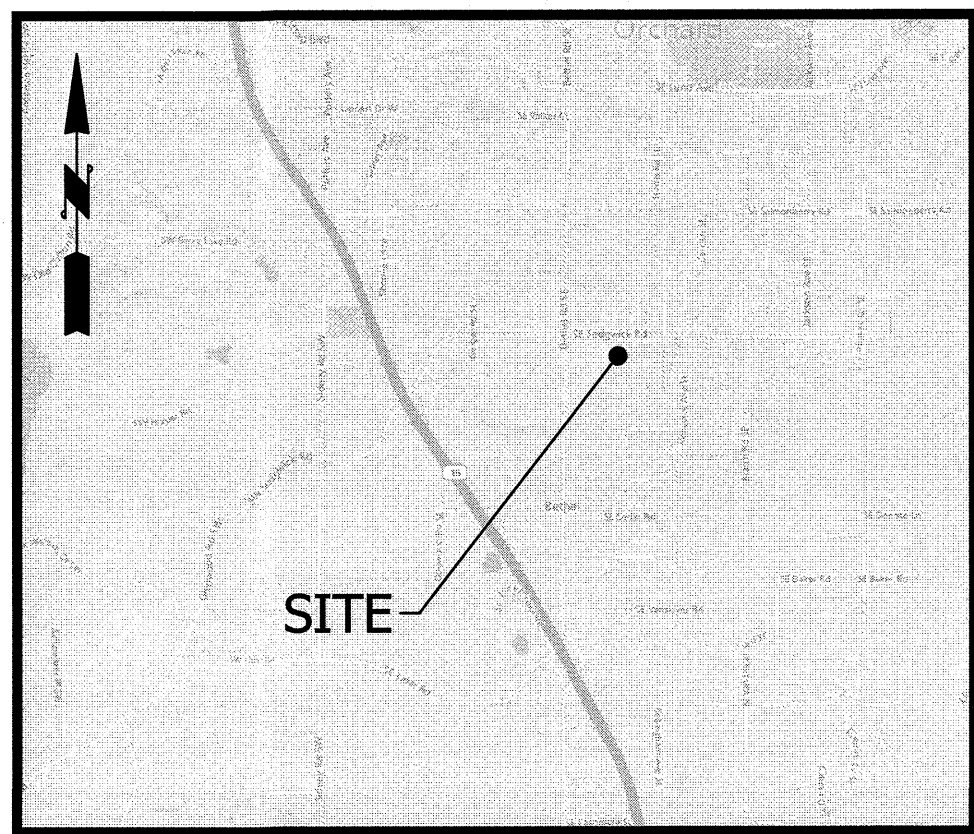
THERE ARE NO KNOWN DE-COMMISSIONED OR EXISTING WELLS ON-SITE. IF EXISTING WELLS ARE FOUND TO BE LOCATED ON-SITE, THEY SHALL BE DE-COMMISSIONED AS NECESSARY.

EXISTING SEPTIC NOTE

THERE ARE NO KNOWN DE-COMMISSIONED OR EXISTING SEPTIC TANKS OR DRAINFIELDS ON-SITE. IF EXISTING SEPTIC TANKS OR DRAINFIELDS ARE FOUND TO BE LOCATED ON-SITE, THEY SHALL BE DE-COMMISSIONED AS NECESSARY.

FILL SPECIFICATION

FILL MATERIAL SHALL NOT CONTAIN PETROLEUM PRODUCTS, OR SUBSTANCES WHICH ARE HAZARDOUS, DANGEROUS, TOXIC, OR WHICH OTHERWISE VIOLATE ANY STATE, FEDERAL, OR LOCAL LAW ORDINANCE, CODE, REGULATION, RULE, ORDER, OR STANDARD. ONLY EARTH MATERIAL SHALL BE PLACED IN FILLS.

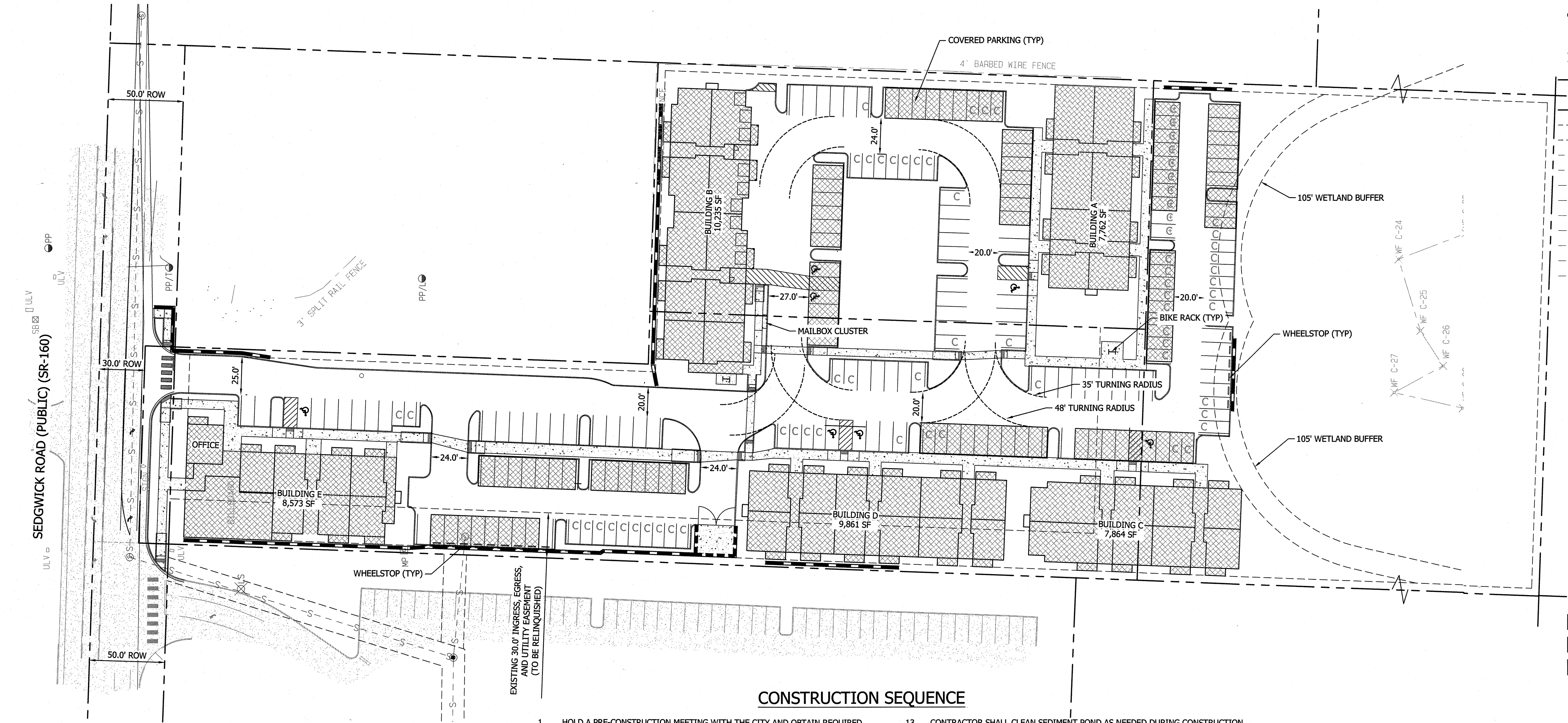


VICINITY MAP

NOT TO SCALE

LEGEND

SURVEY	PROPOSED
CONTOURS	CONTOURS
PROPERTY LINE/RIGHT-OF-WAY	PROPERTY LINE/RIGHT-OF-WAY
RIGHT-OF-WAY DEDICATION	RIGHT-OF-WAY DEDICATION
RIGHT-OF-WAY CENTERLINE	RIGHT-OF-WAY CENTERLINE
EASEMENT	EASEMENT
BUILDING SETBACK	BUILDING SETBACK
STORM DRAIN LINE	STORM DRAIN LINE
SANITARY SEWER LINE	SANITARY SEWER LINE
ROOF DRAIN LINE	ROOF DRAIN LINE
SANITARY SEWER FORCE MAIN LINE	SANITARY SEWER FORCE MAIN LINE
COMMON UTILITY TRENCH	COMMON UTILITY TRENCH
OVERHEAD POWER LINE	OVERHEAD POWER LINE
UNDERGROUND POWER LINE	UNDERGROUND POWER LINE
GAS LINE	GAS LINE
WATER LINE	WATER LINE
TYPE 2 CATCHBASIN	TYPE 2 CATCHBASIN
TYPE 1/TYPE 1L CATCHBASIN	TYPE 1/TYPE 1L CATCHBASIN
STORM DRAIN CLEANOUT (SDCO)	STORM DRAIN CLEANOUT (SDCO)
SANITARY SEWER MANHOLE	SANITARY SEWER MANHOLE
SANITARY SEWER CLEANOUT (SSCO)	SANITARY SEWER CLEANOUT (SSCO)
HYDRANT	HYDRANT
WATER VALVE	WATER VALVE
WATER METER	WATER METER
PRESSURE RELEASE VALVE (PRV)	PRESSURE RELEASE VALVE (PRV)
GAS MARKING POST	GAS MARKING POST
GAS METER (GM)	GAS METER (GM)
GAS VALVE (GV)	GAS VALVE (GV)
MONUMENT	MONUMENT
POWER POLE (PP)	POWER POLE (PP)
GUY WIRE (GW)	GUY WIRE (GW)
LIGHT STANDARD/YARD LIGHT (LS/YL)	LIGHT STANDARD/YARD LIGHT (LS/YL)
POWER MANHOLE (PMH)	POWER MANHOLE (PMH)
TRANSFORMER PAD	TRANSFORMER PAD
TELEPHONE JUNCTION BOX	TELEPHONE JUNCTION BOX
COMPACT PARKING STALL (8x16)	COMPACT PARKING STALL (8x16)
COMPACT PARKING STALL (9x16)	COMPACT PARKING STALL (9x16)
ASPHALT	ASPHALT
CONCRETE	CONCRETE
GRAVEL	GRAVEL
PERVIOUS PAVEMENT	PERVIOUS PAVEMENT



CONSTRUCTION SEQUENCE

- HOLD A PRE-CONSTRUCTION MEETING WITH THE CITY AND OBTAIN REQUIRED PERMITS.
- FIELD LOCATE AND VERIFY ALL EXISTING SERVICES AND UTILITIES WITHIN THE PROJECT AREA PRIOR TO CONSTRUCTION. SEE VERIFICATION NOTE. FIELD VERIFY HORIZONTAL AND VERTICAL LOCATIONS OF UTILITIES AND UTILITY CONNECTIONS, AND PROVIDE INFORMATION TO PROJECT ENGINEER.
- ESTABLISH CLEARING AND GRADING LIMITS.
- CONSTRUCT PERIMETER SILT FENCES, TREE PROTECTION FENCES, CONSTRUCTION ENTRANCE, INLET PROTECTION AND OTHER EROSION CONTROL MEASURES AS NEEDED.
- ESTABLISH HAUL/TRUCK ROUTE. ROUTE TO BE LOCATED OUTSIDE OF PERVIOUS PAVEMENT SECTION TO GREATEST AMOUNT FEASIBLE.
- SCHEDULE CLEARING LIMITS, TREE PROTECTION AND EROSION CONTROL INSPECTIONS WITH THE CITY.
- POTHOLE ALL EXISTING UTILITIES WITHIN CONSTRUCTION AREA. SEE VERIFICATION NOTE, THIS SHEET
- DEMOLISH AND REMOVE EXISTING STRUCTURES, PAVEMENT, AND/OR UTILITIES.
- CONTRACTOR TO VERIFY INFILTRATION RATES OF SOILS AND PERVIOUS PAVEMENT. PROVIDE INFILTRATION RATES TO PROJECT ENGINEER AND GEOTECHNICAL ENGINEER.
- NO RUNOFF SHALL BE DIRECTED TO PERVIOUS PAVEMENT AREAS UNMITIGATED. CONTRACTOR TO ENSURE SOILS REMAIN UNCOMPACTED AND FREE OF DEBRIS.
- CONSTRUCT IMPROVEMENTS PER PLANS.
- STABILIZE ALL EXPOSED SOILS.
- CONTRACTOR SHALL CLEAN SEDIMENT POND AS NEEDED DURING CONSTRUCTION.
- ARRANGE FINAL INSPECTION WITH THE CITY.
- ON-SITE SILTATION FENCE TO REMAIN UNTIL THE SITE IS STABILIZED TO THE APPROVAL OF THE INSPECTOR.
- REMOVE TESC MEASURES WHEN ALLOWED BY THE CITY INSPECTOR.
- HOLD PERVIOUS PAVEMENT PRE-CONSTRUCTION MEETING AS NEEDED.
- VERIFY SOIL INFILTRATION CAPACITY PRIOR TO CONSTRUCTION OF POROUS ROADWAY UTILIZING A SMALL-SCALE PILOT INFILTRATION TEST (PIT), OR OTHER METHOD OUTLINED IN APPENDIX III-A OF THE STORMWATER MANUAL. A MINIMUM OF THREE INFILTRATION TESTS SHOULD BE PERFORMED ALONG THE ROADWAY OR 1 TEST PER 200 FEET OF ROADWAY, WHICHEVER IS GREATER. NUMBER OF TESTS LOCATIONS AND FREQUENCY MAY BE REDUCED TO A FREQUENCY RECOMMENDED BY A GEOTECHNICAL PROFESSIONAL. PROVIDE DOCUMENTATION TO PORT ORCHARD DEVELOPMENT ENGINEERING SECTION AND ENGINEER OF RECORD.
- INSTALL PERVIOUS PAVEMENT IN ACCORDANCE WITH THE APPROVED PLANS. RESTRICT VEHICULAR TRAFFIC ONTO PERVIOUS PAVEMENT
- VERIFY POROUS PAVING INFILTRATION RATE WITH ASTM C1701 (MINIMUM OF 2 TESTS OR AS DIRECTED BY THE DESIGN ENGINEER). PROVIDE DOCUMENTATION TO CITY OF PORT ORCHARD DEVELOPMENT ENGINEERING AND ENGINEER OF RECORD.

SHEET INDEX

C1	COVER SHEET
C2	HORIZONTAL CONTROL PLAN
C3	TESC PLAN
C4	TESC NOTES AND DETAILS
C5	GRADING PLAN 1
C6	GRADING PLAN 2
C7	DRAINAGE PLAN 1
C8	DRAINAGE PLAN 2
C9	DRAINAGE PLAN 3
C13	FRONTAGE IMPROVEMENTS 1
C14	FRONTAGE IMPROVEMENTS 2
C15	NOTES AND DETAILS
C16	NOTES AND DETAILS

VERIFICATION NOTE

ALL EXISTING UTILITIES IN THE CONSTRUCTION AREA SHALL BE IDENTIFIED AND VERIFIED FOR DEPTH AND LOCATION PRIOR TO ANY CONSTRUCTION ACTIVITIES SO TO IDENTIFY ANY POTENTIAL CONFLICTS WITH PROPOSED CONSTRUCTION. CONTACT PROJECT ENGINEER IMMEDIATELY IF ANY CONFLICTS ARE IDENTIFIED.

PRIOR TO ANY CONSTRUCTION ACTIVITIES, VERIFY EXISTING TOPOGRAPHY IS CONSISTENT WITH WHAT IS SHOWN ON PLANS AND IF THERE ARE ANY POTENTIAL CONFLICTS WITH PROPOSED CONSTRUCTION ACTIVITIES. CONTACT PROJECT ENGINEER IMMEDIATELY IF ANY CONFLICTS ARE IDENTIFIED.

CALL 811 AT LEAST 48 HOURS BEFORE YOU DIG

UTILITY NOTE

EXISTING UTILITY INFORMATION DEPICTED ON THESE PLANS WAS OBTAINED FROM BEST AVAILABLE SOURCES AT THE TIME OF DESIGN. CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR THE RELOCATION OF EXISTING UNDERGROUND CONFLICTING UTILITIES DEPICTED OR NOT DEPICTED ON THESE PLANS.

TRENCH NOTE

IF WORKERS ENTER ANY TRENCH OR OTHER EXCAVATION FOUR OR MORE FEET IN DEPTH THAT DOES NOT MEET THE OPEN PIT REQUIREMENTS OF WSDOT SECTION 2-09.3(3)B, IT SHALL BE SHORED AND CRIBBED. THE CONTRACTOR IS ALONE RESPONSIBLE FOR WORKER SAFETY. ALL TRENCH SAFETY SYSTEMS SHALL MEET THE REQUIREMENTS OF THE WASHINGTON INDUSTRIAL SAFETY AND HEALTH ACT, CHAPTER 49.17 RCW.

CONTOUR
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CIVIL ENGINEERS-SURVEYORS~LAND PLANNERS
3309 56th Street NW, Suite 106 Gig Harbor, WA 98335
Phone: 253-857-5454 ~ Fax: 253-509-0044 ~ info@contourplc.com

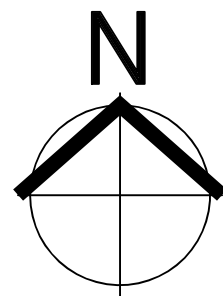
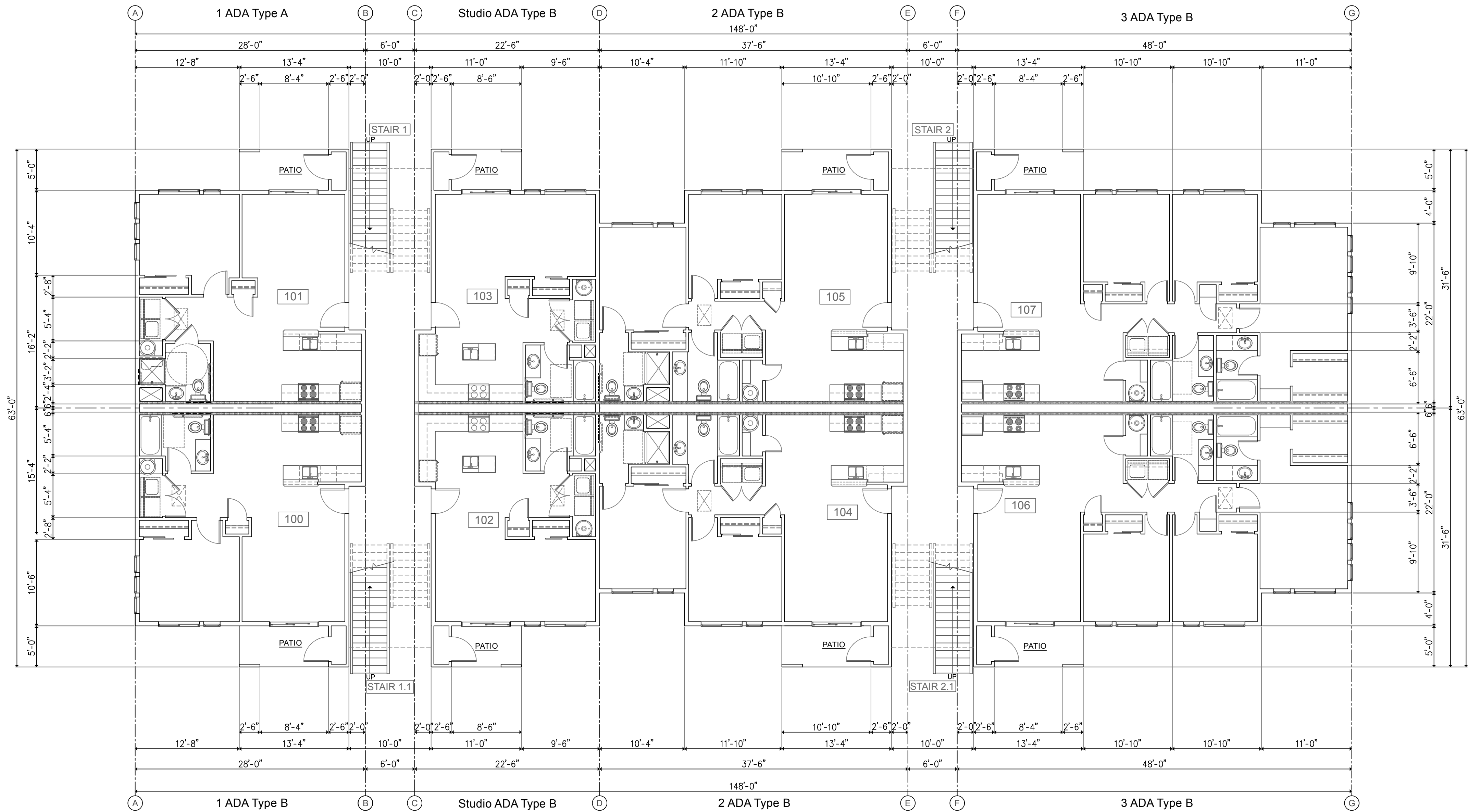


SEDGWICK MULTI FAMILY

DESIGNER: K. ROSE
ENGINEER: B. ALLEN
DRAWN: K. ROSE
S 12 T 23N R 1E WM
DATE: 2018-11-21
REVISED: 2020-02-11

PROJECT: 18-072
DWG NAME: 18-072-C

SHEET	REV.
C1	2
1 OF 16	



BUILDING A
FIRST FLOOR
SCALE: 1/8" = 1'-0"

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Project Number: 1811-c
File Name:
Project Architect: K Snodgrass
Staff:

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Kenneth D. Snodgrass
STATE OF WASHINGTON

4123 REGISTERED ARCHITECT
David J. Freeman
STATE OF WASHINGTON

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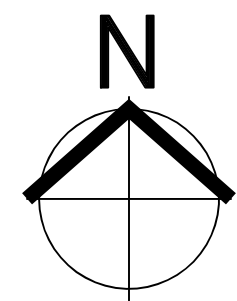
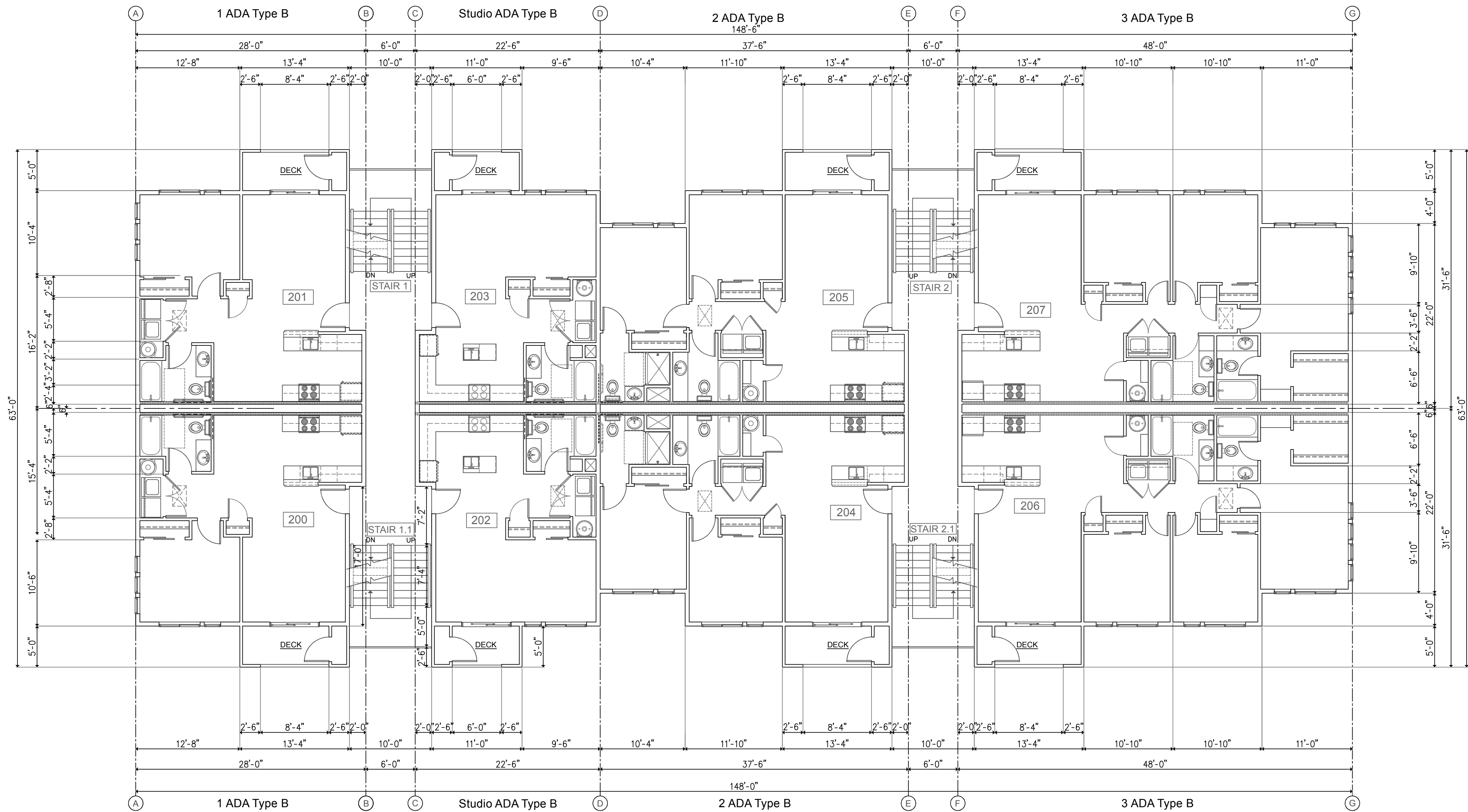
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BUILDING A

SECOND FLOOR

SCALE: 1/8" = 1'-0"

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File Name:
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Staff:

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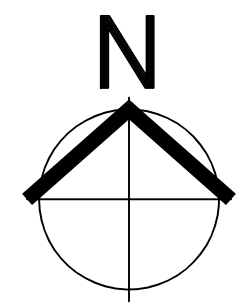
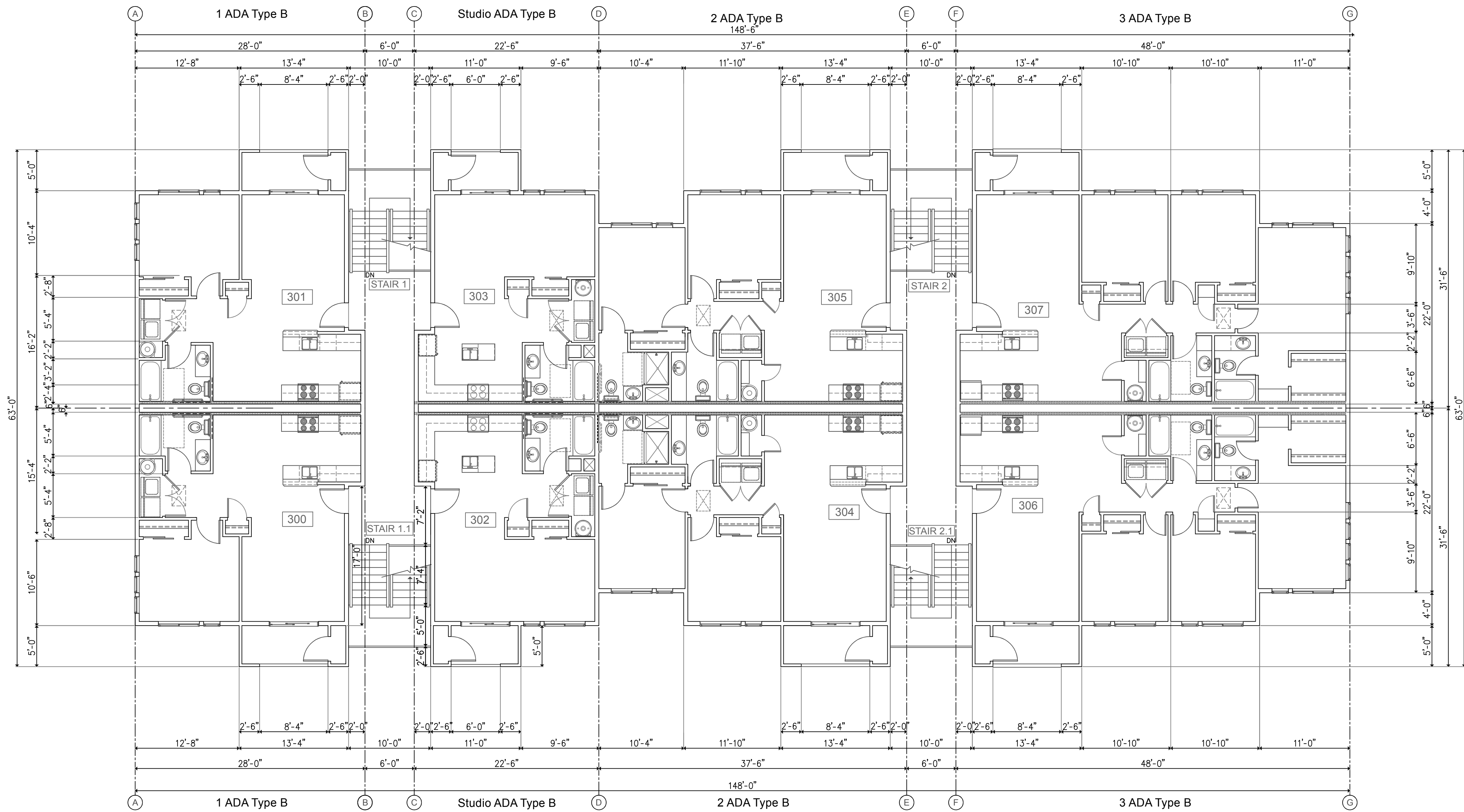
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BUILDING A

THIRD FLOOR

SCALE: 1/8" = 1'-0"

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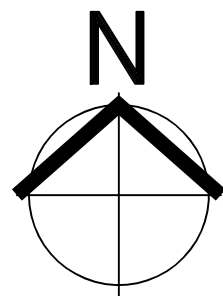
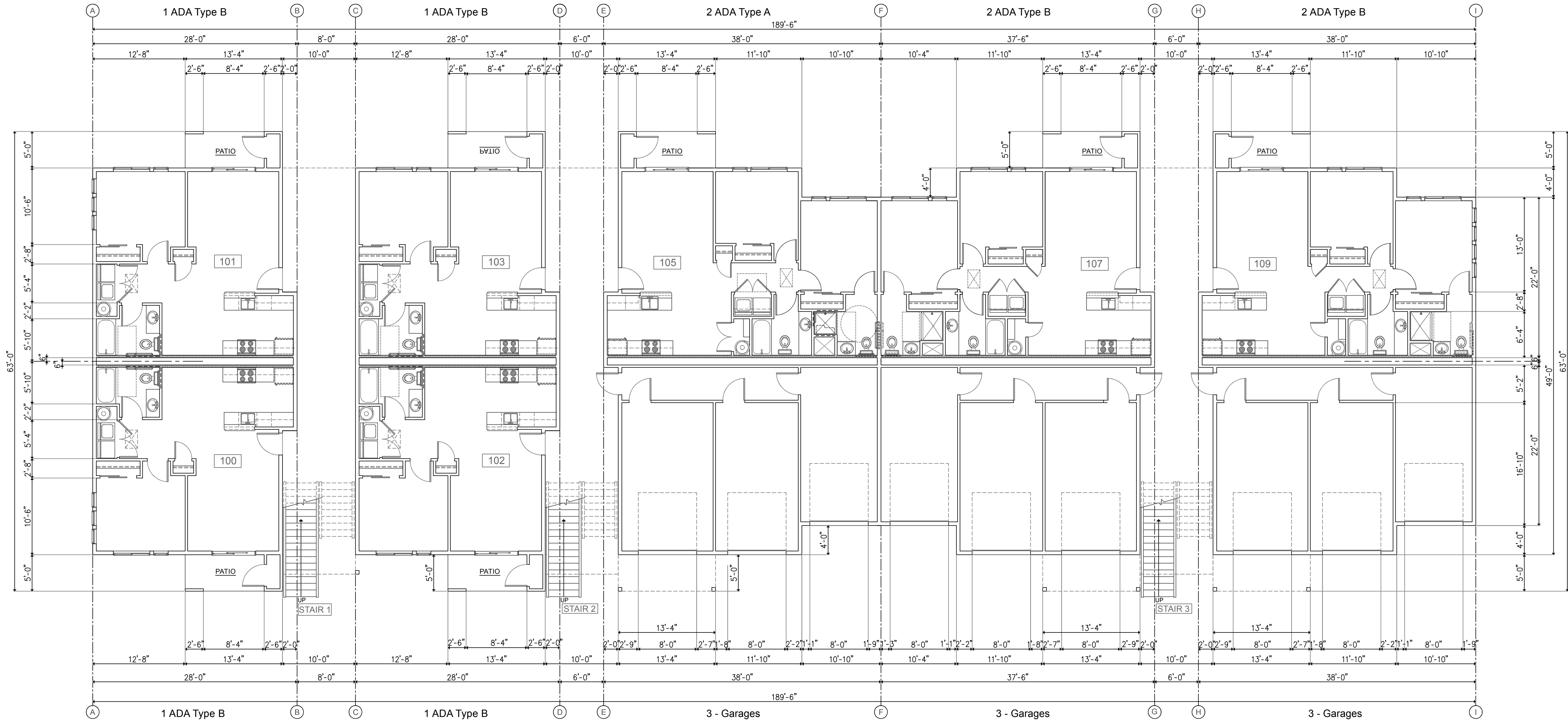
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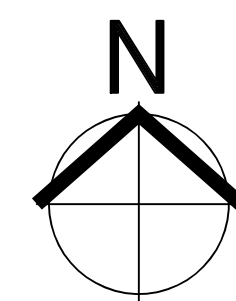
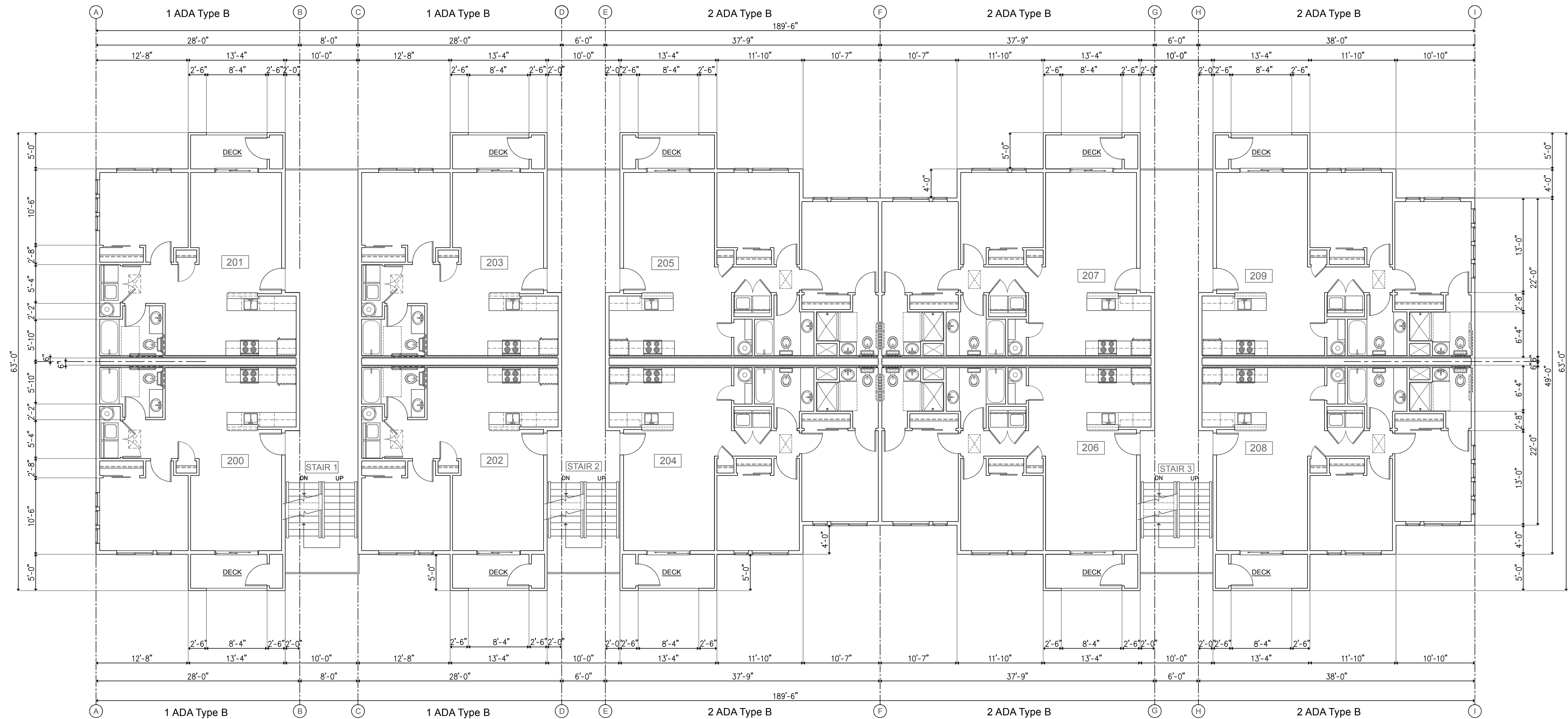
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BUILDING B

FIRST FLOOR

SCALE: 1/8" = 1'-0"



BUILDING B

SECOND FLOOR

SCALE: 1/8" = 1'-0"

Revisions:	Date:
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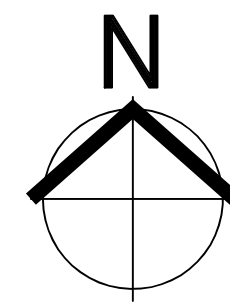
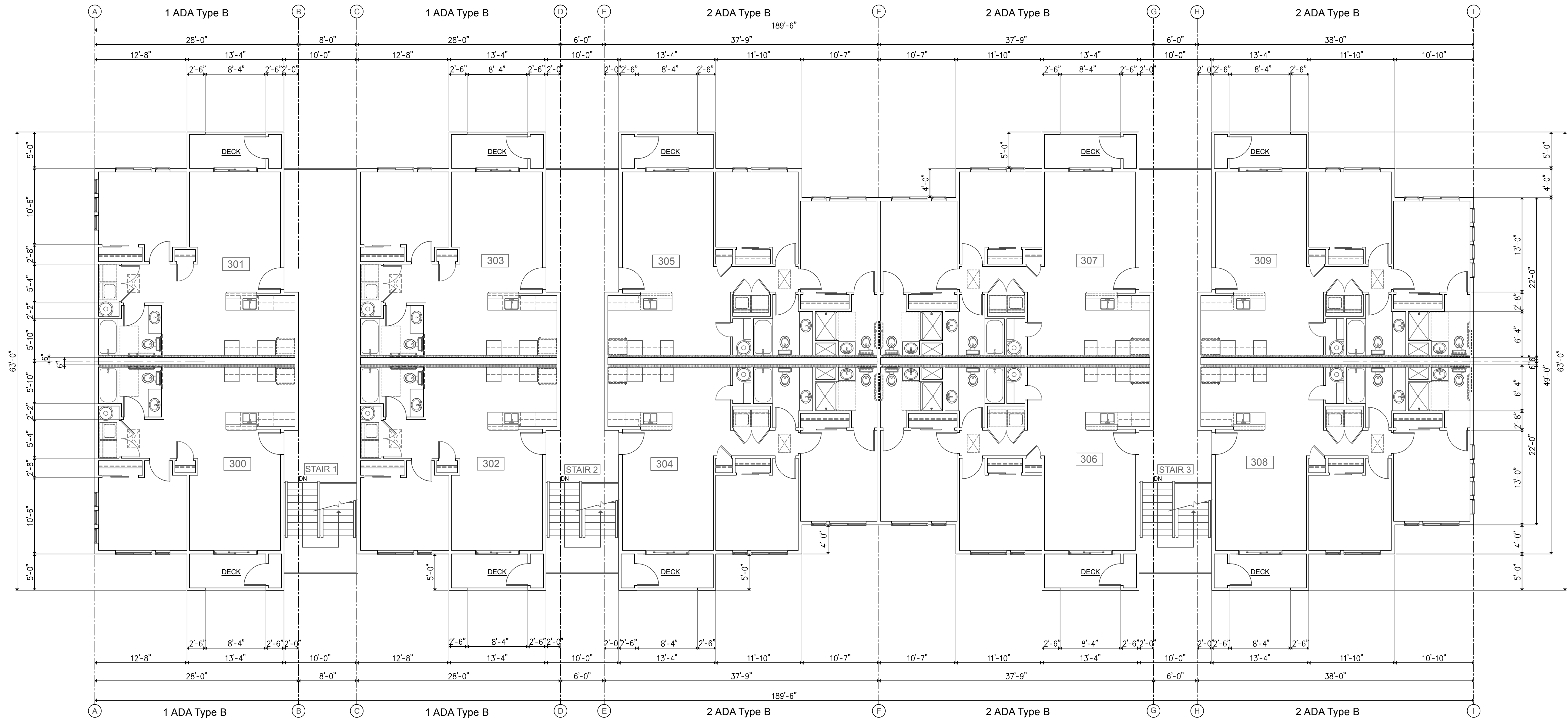
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BUILDING B

THIRD FLOOR

SCALE: 1/8" = 1'-0"

Revisions: _____ Date: _____

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Staff: _____

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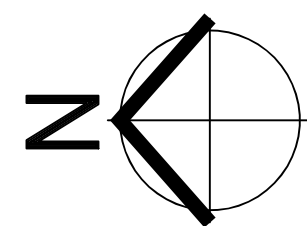
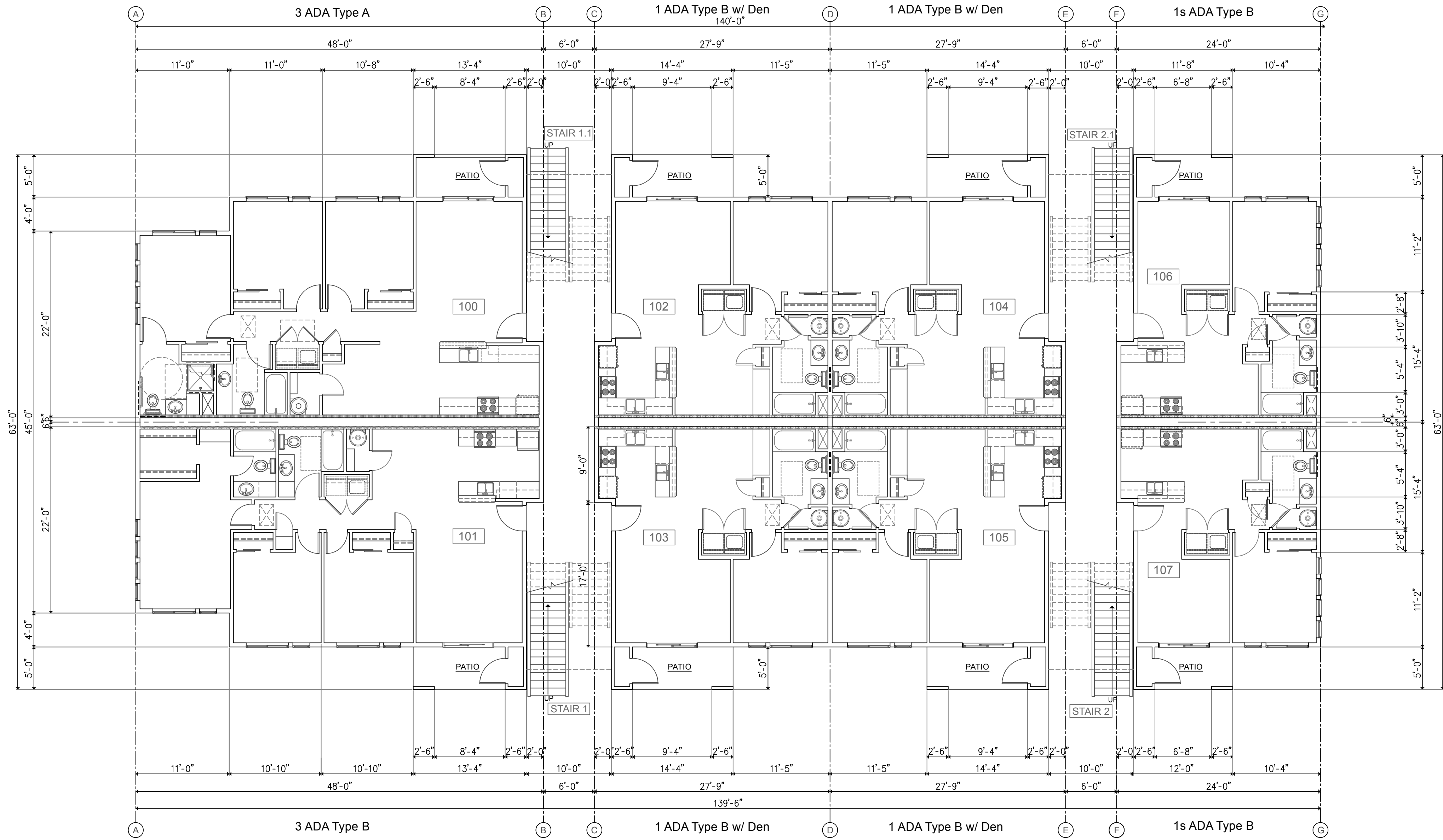
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BUILDING C

FIRST FLOOR

SCALE: 1/8" = 1'-0"

Revisions:	Date:
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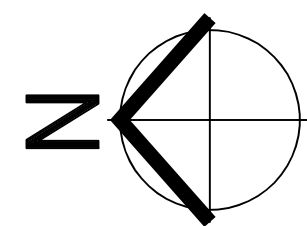
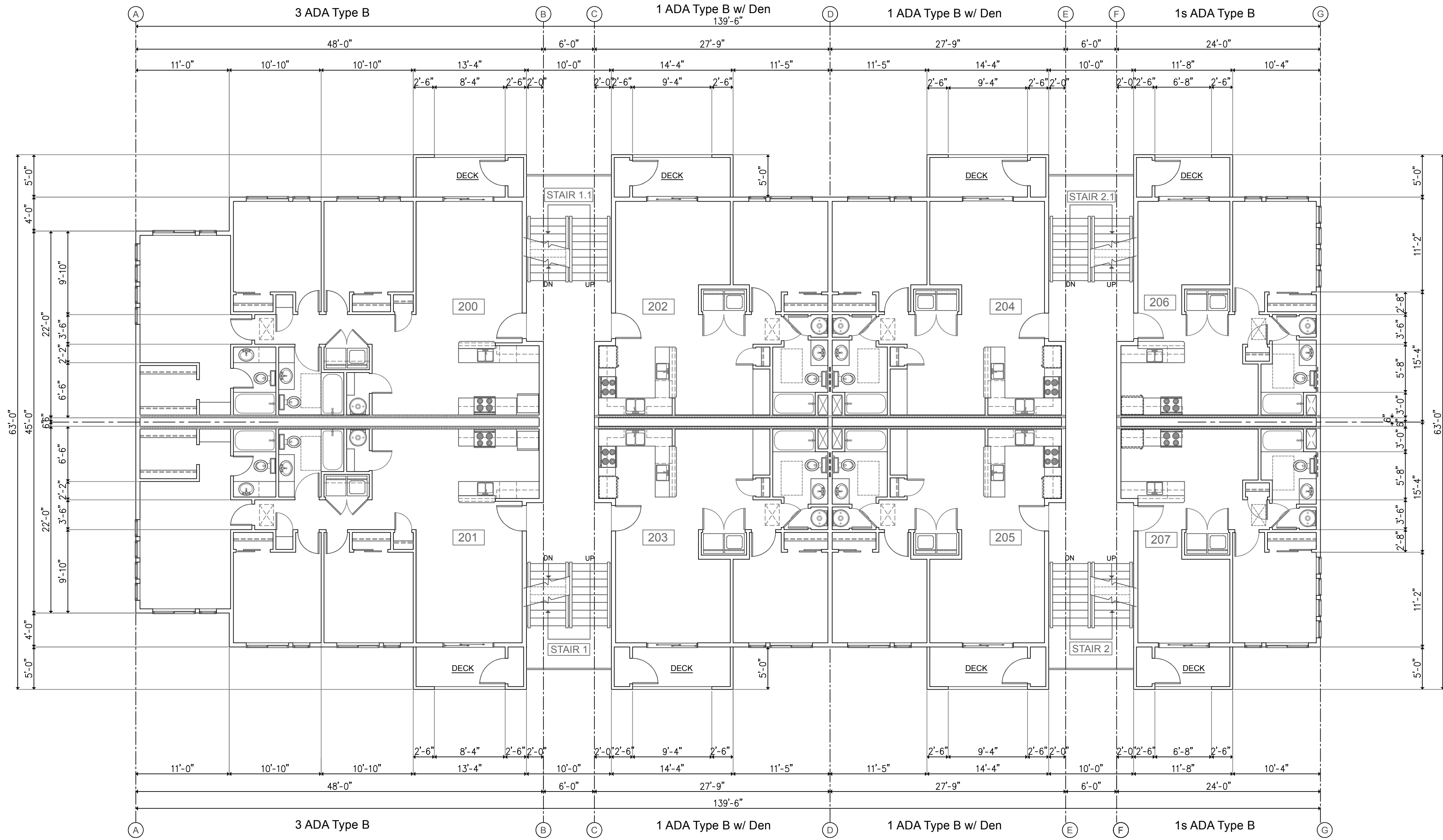
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BUILDING C

SECOND FLOOR

SCALE: 1/8" = 1'-0"

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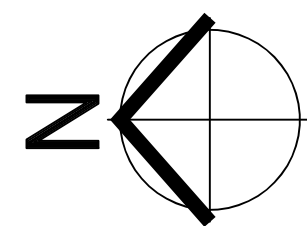
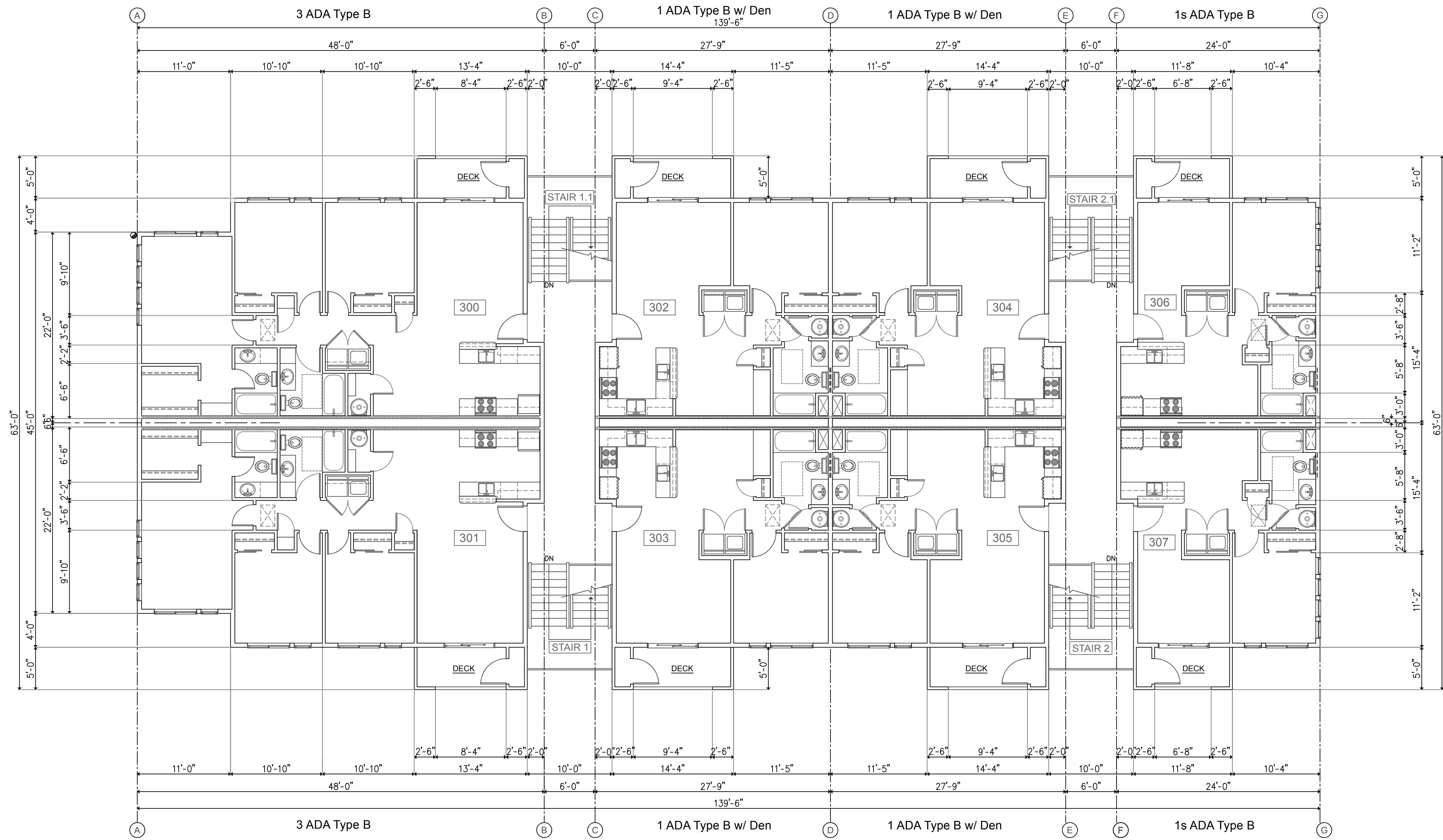
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BUILDING C

THIRD FLOOR

SCALE: 1/8" = 1'-0"

Revisions: _____ Date: _____

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Project Number: 1811-c

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Staff: _____

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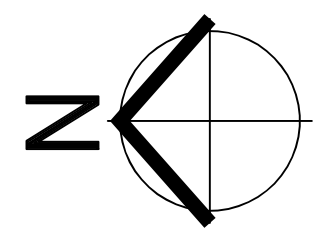
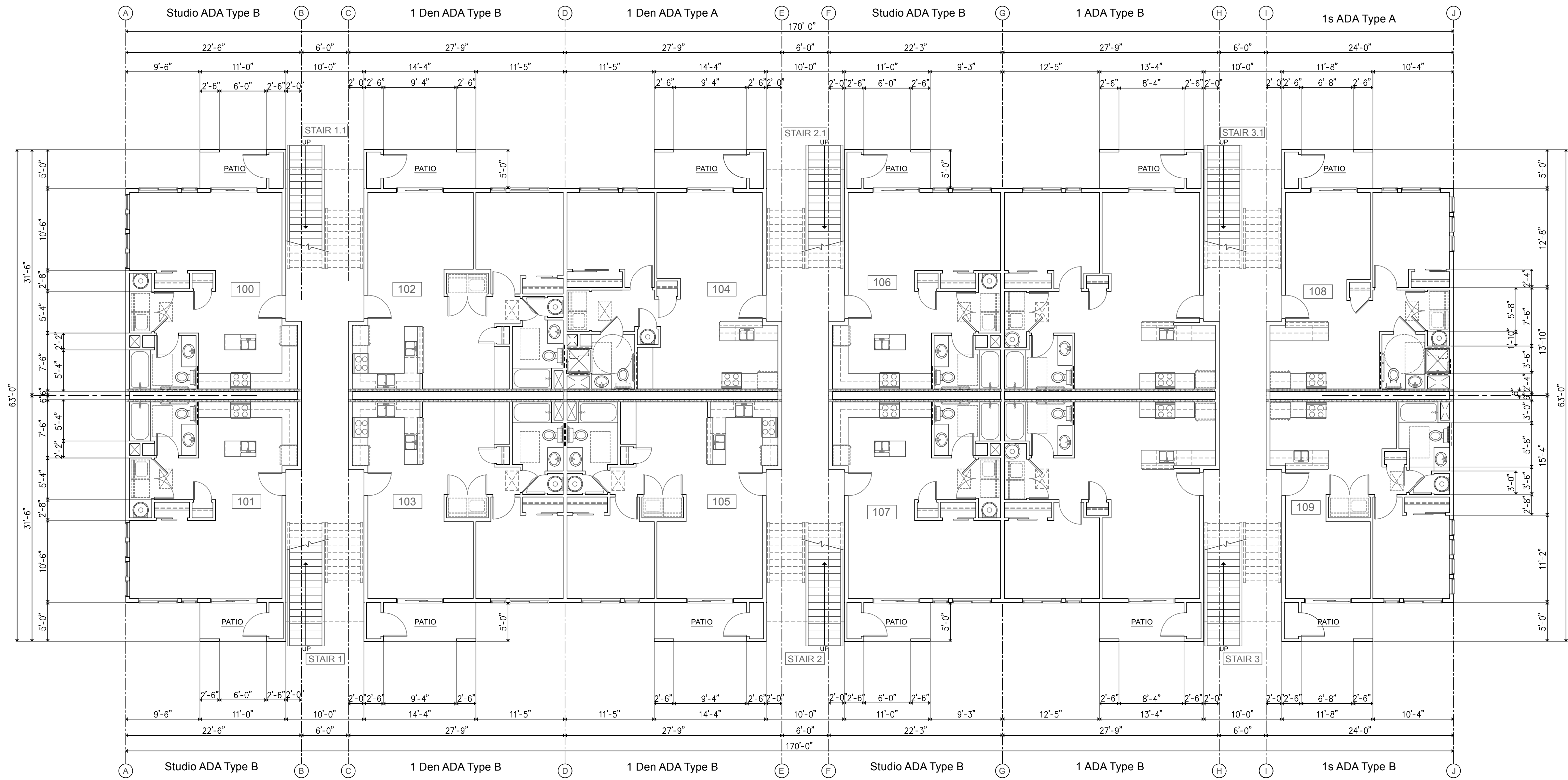
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BUILDING D

FIRST FLOOR

SCALE: 1/8" = 1'-0"

Revisions: _____ Date: _____

Project Number: 1811-c
File Name: _____
Project Architect: K Snodgrass
Staff: _____

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4123 REGISTERED ARCHITECT
David J. Freeman
STATE OF WASHINGTON

Sedgwick Multi-Family 2.0

Building D

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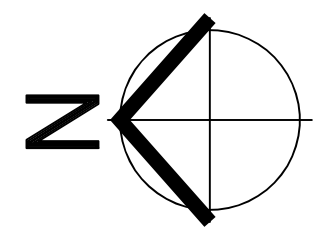
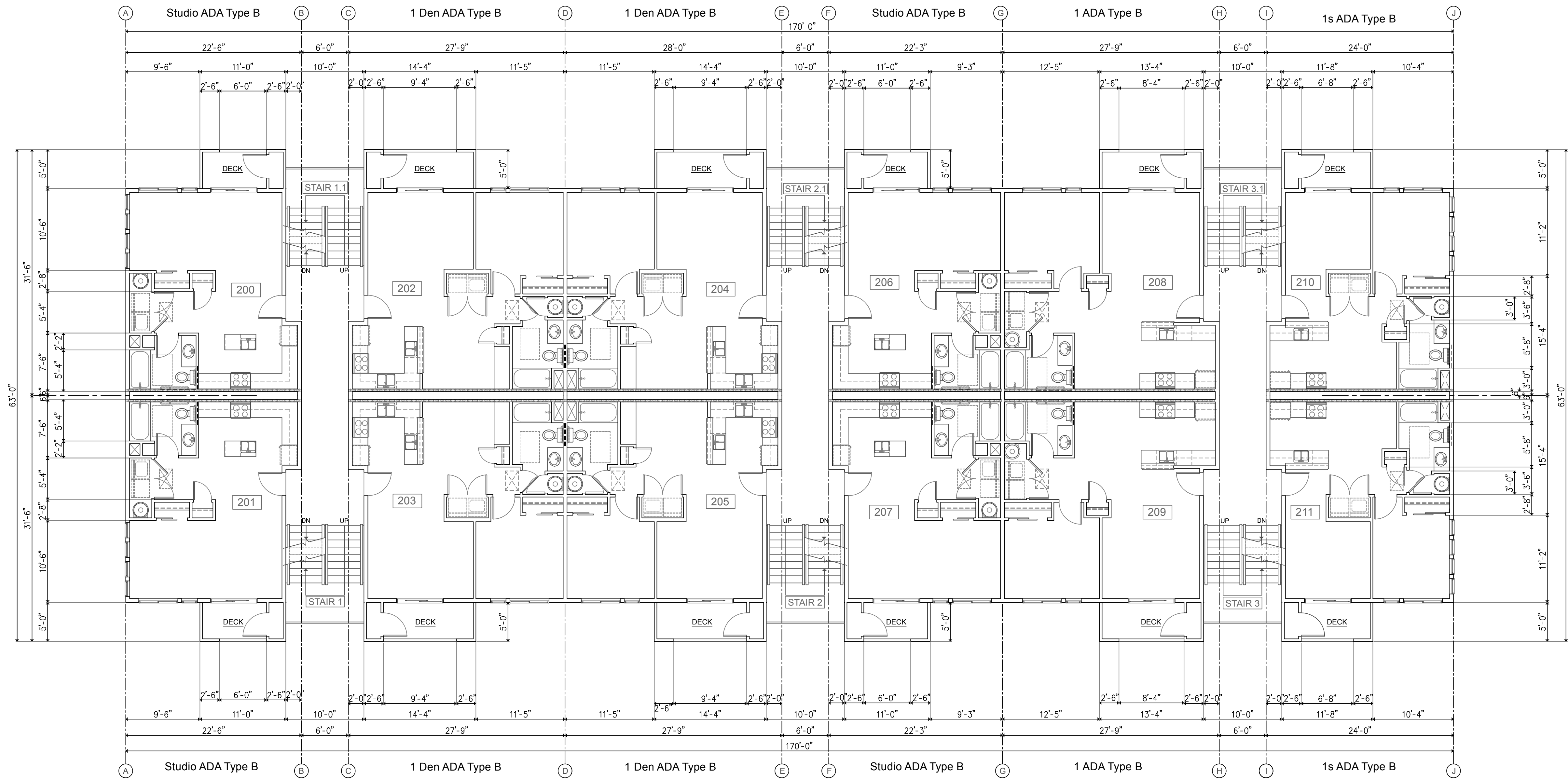
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LU20-TAX EXEMPTION-01



BUILDING D

SECOND FLOOR

SCALE: 1/8" = 1'-0"

Revisions:	Date:
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Project Number:	1811-c
File Name:	
Project Architect:	K Snodgrass
Staff:	
2709	REGISTERED ARCHITECT Kenneth D. Snodgrass STATE OF WASHINGTON
4123	REGISTERED ARCHITECT David J. Freeman STATE OF WASHINGTON

Sedgwick Multi-Family 2.0
Building D
2000 SE Sedgwick Road
Port Orchard, WA 98366

RECEIVED
Permit Center
APR 10, 2020
City of Port Orchard
Community Development

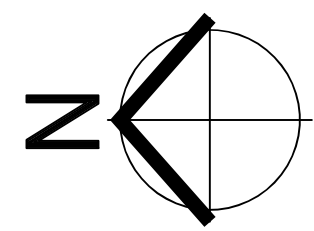
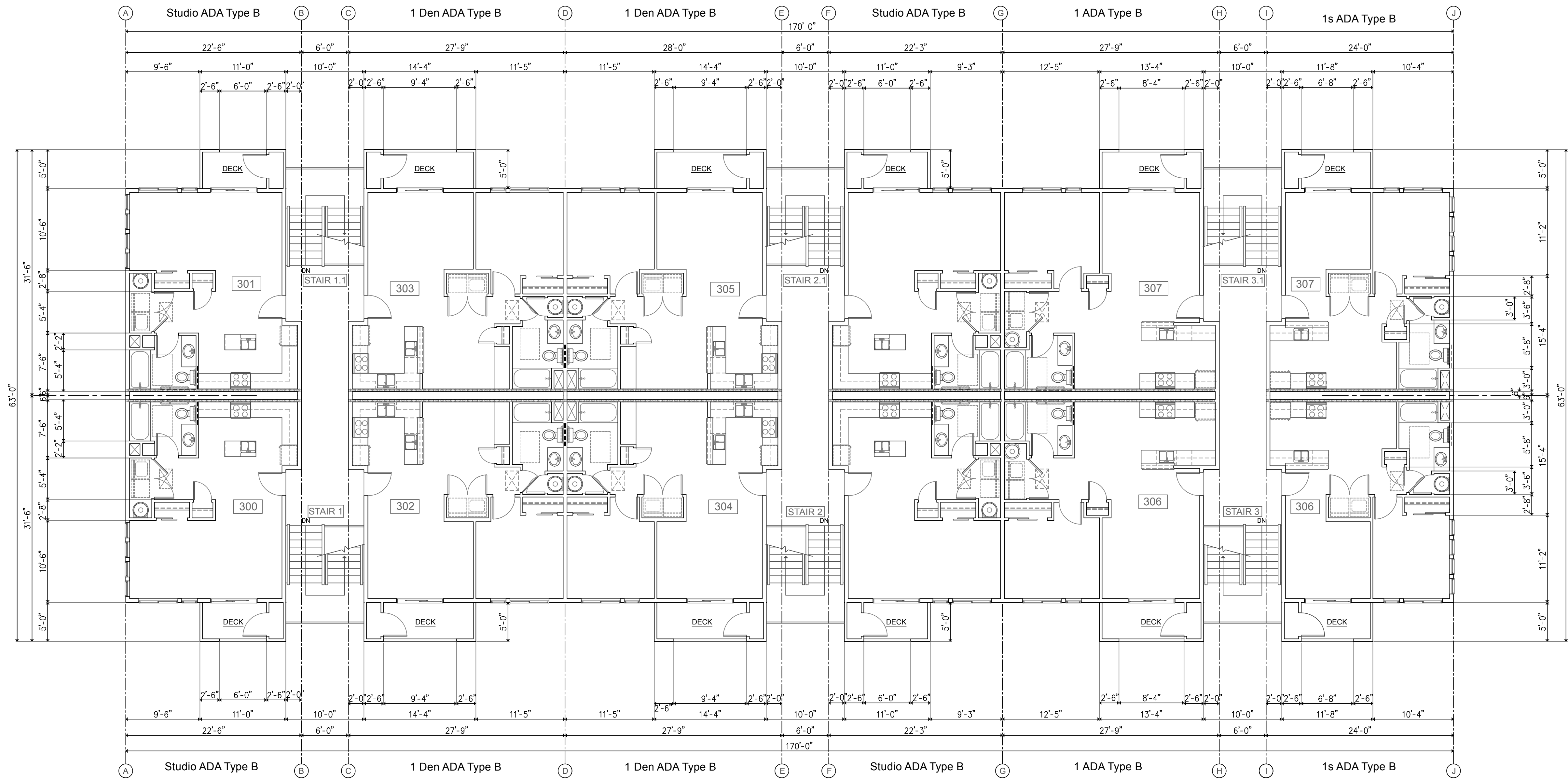
sfa
architects

7195 Wagner Way, Suite 201
Clyde Hill, WA 98035
(253) 851-8383 (fax) 851-8395
www.sfaarchitects.com

DATE: 12/17/2019
SHEET:

a.1.2

LU20-TAX EXEMTION-01



BUILDING D

THIRD FLOOR

SCALE: 1/8" = 1'-0"

Revisions: _____ Date: _____

Project Number: 1811-c
File Name: _____
Project Architect: K Snodgrass
Staff: _____

2709 REGISTERED ARCHITECT
Kenneth D. Snodgrass
STATE OF WASHINGTON

4123 REGISTERED ARCHITECT
David J. Freeman
STATE OF WASHINGTON

Sedgwick Multi-Family 2.0

Building D

2000 SE Sedgwick Road
Port Orchard, WA 98366

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Permit Center
APR 10, 2020
City of Port Orchard
Community Development

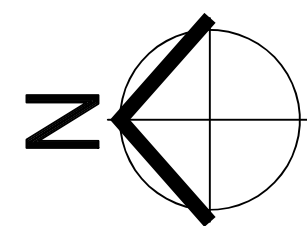
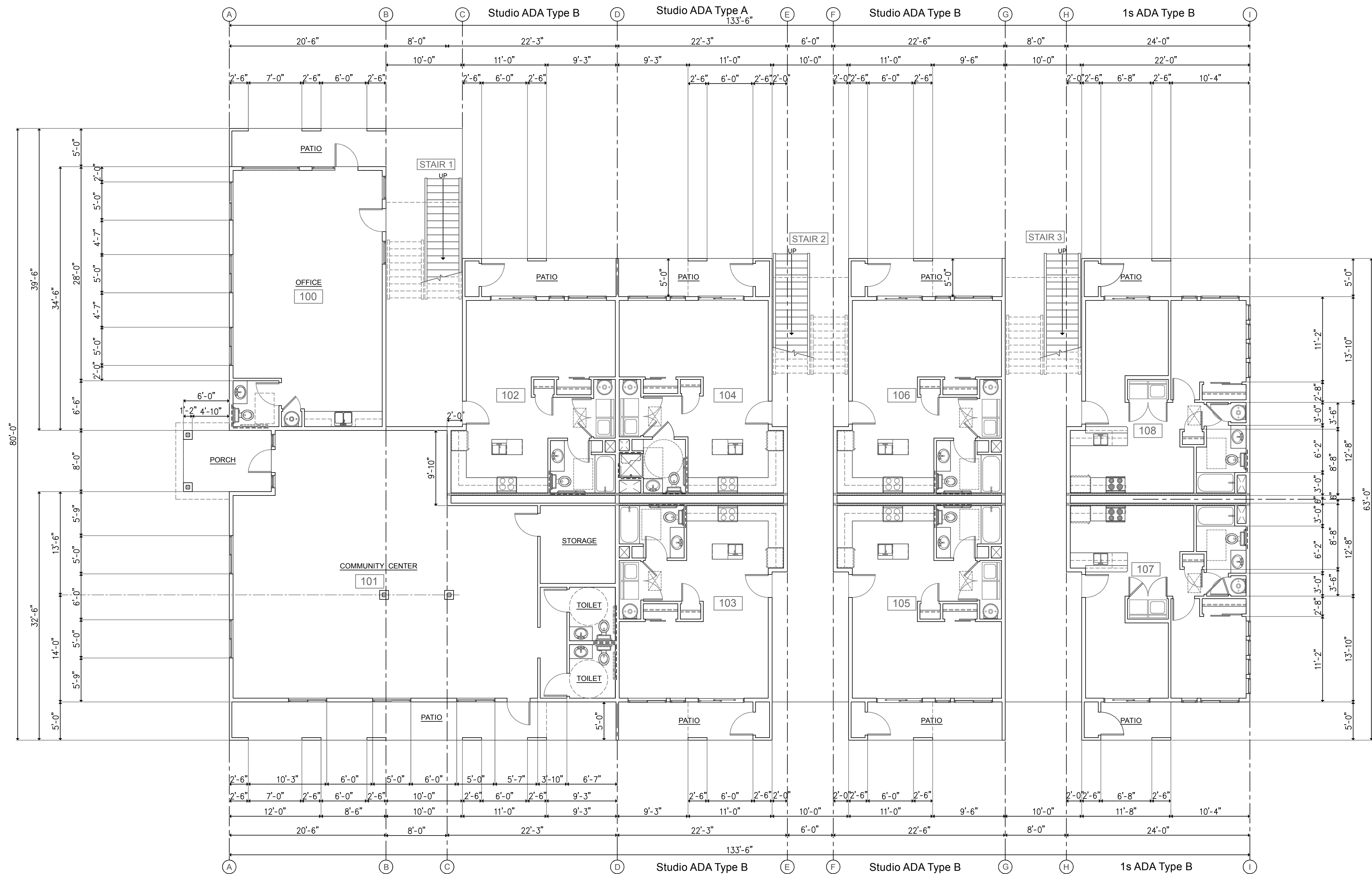
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DATE: 12/17/2019
SHEET:

a.1.3

LU20-TAX EXEMTION-01



BUILDING E

FIRST FLOOR

SCALE: 1/8" = 1'-0"

Revisions:	Date:
△	
△	
△	
△	

Project Number: 1811-c
File Name:
Project Architect: K Snodgrass
Staff:

2709 REGISTERED
ARCHITECT
Kenneth D. Snodgrass
STATE OF WASHINGTON

4123 REGISTERED
ARCHITECT
David J. Freeman
STATE OF WASHINGTON

Sedgwick Multi-Family 2.0 Proposed Community Center Building E 2000 SE Sedgwick Road Port Orchard, WA. 987366

RECEIVED
Permit Center

APR 10, 2020

City of Port Orchard
Community Development

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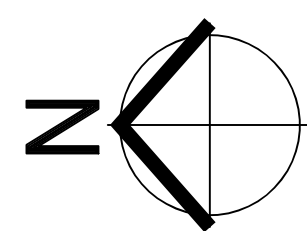
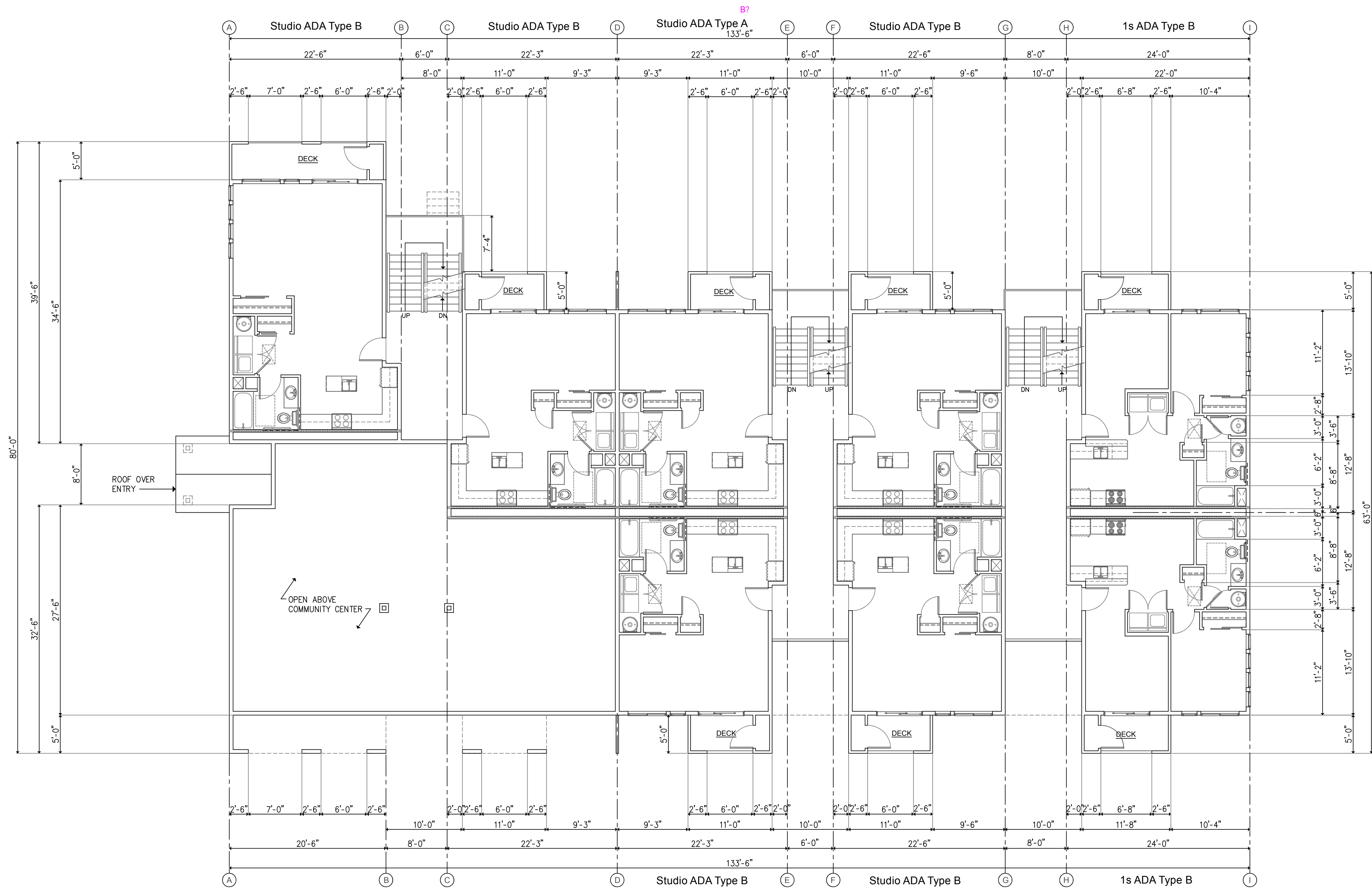
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(253) 851-8383 (fax) 851-8395

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DATE: 12/14/2019
SHEET:

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LU20-TAX EXEMTION-01



BUILDING E

SECOND FLOOR

SCALE: 1/8" = 1'-0"

Revisions:	Date:
△	
△	
△	
△	

Project Number: 1811-
File Name:
Project Architect: K Snodgrass
Staff:

2709 REGISTERED ARCHITECT
Kenneth D. Snodgrass
STATE OF WASHINGTON

4123 REGISTERED ARCHITECT
David J. Freeman
STATE OF WASHINGTON

Sedgwick Multi-Family 2.0

Proposed Community Center Building E

2000 SE Sedgwick Road
Port Orchard, WA 98366

RECEIVED
Permit Center
APR 10, 2020
City of Port Orchard
Community Development

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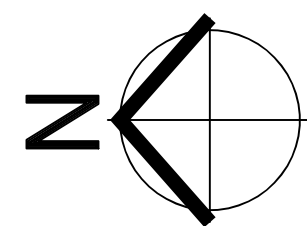
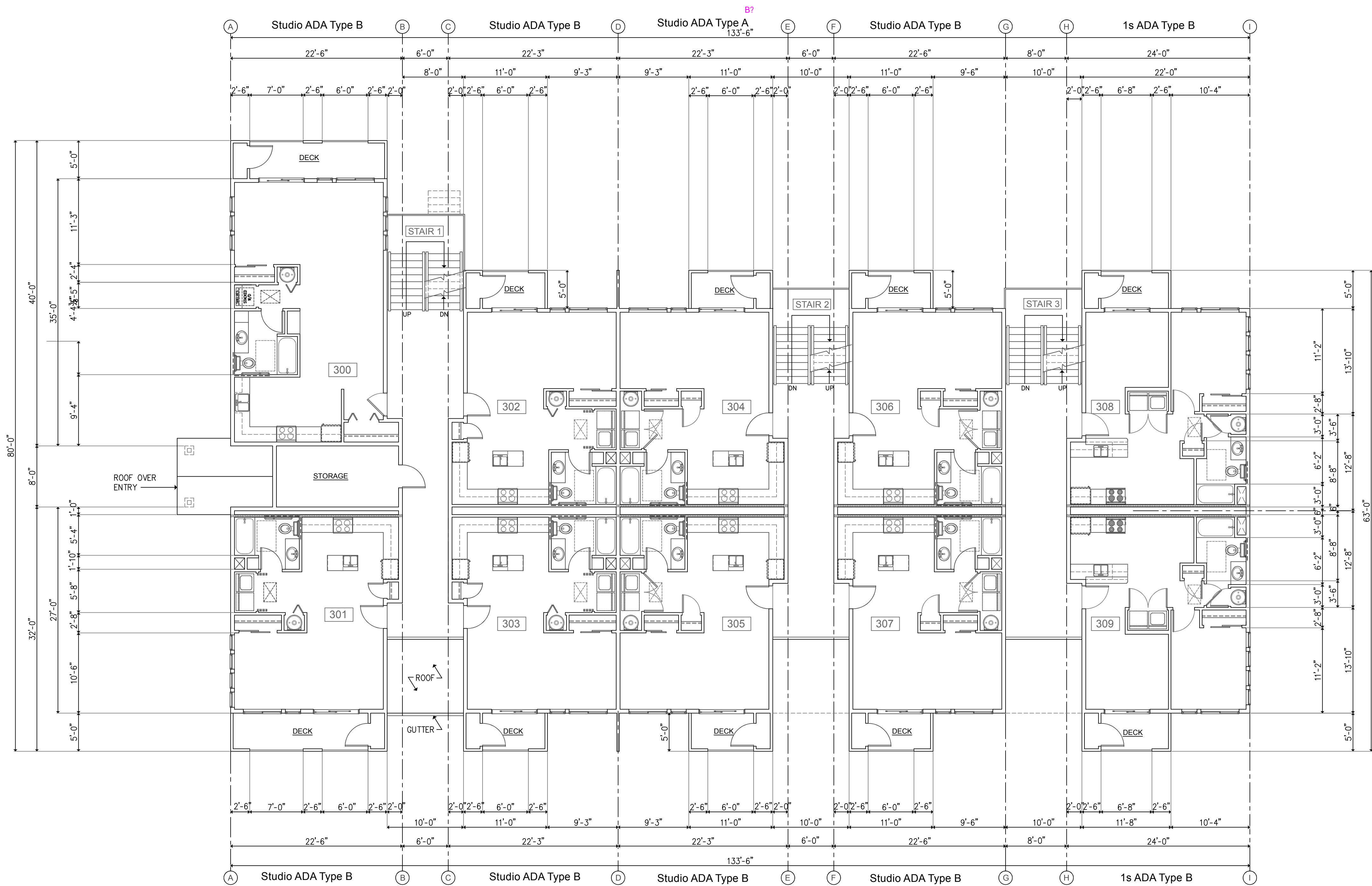
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DATE: 12/14/2019
SHEET:

a.1.2

LU20-TAX EXEMTION-01



BUILDING E

THIRD FLOOR

SCALE: 1/8" = 1'-0"

Revisions:	Date:
△	
△	
△	
△	

Project Number: 1811-c
File Name:
Project Architect: K Snodgrass
Staff:

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Kenneth D. Snodgrass
STATE OF WASHINGTON

4123 REGISTERED ARCHITECT
David J. Freeman
STATE OF WASHINGTON

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Proposed Community Center Building E
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Port Orchard, WA 98366

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DATE: 12/14/2019
SHEET:

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LU20-TAX EXEMPTION-01

APR 10, 2020

City of Port Orchard
Community Development

LEGAL DESCRIPTION

A PORTION OF THE NW 1/4 OF THE NW 1/4 OF SECTION 12, TOWNSHIP 23 N., RANGE 1 E.,
W.M. CITY OF PORT ORCHARD, KITSAP COUNTY, WASHINGTON

LU20-TAX EXEMPTION-01

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City of Port Orchard

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

Agenda Staff Report

Agenda Item No.:	<u>Business Item 7E</u>	Meeting Date:	<u>May 26, 2020</u>
Subject:	<u>Adoption of a Resolution Approving a</u>	Prepared by:	<u>Mark Dorsey, P.E.</u>
	<u>Contract with Murraysmith, Inc. for the</u>		<u>Public Works Director</u>
	<u>2020-2021 McCormick Woods Well No.</u>	Atty Routing No.:	<u>N/A</u>
	<u>11 Phase I – Site Improvement</u>	Atty Review Date:	<u>N/A</u>
	<u>(Schematic 30% Design) Project</u>		

Summary: As a function of the 2019-2020 Biennial Budget mid-cycle amendment process, the Ad Ready Design and Engineer's Estimate for the Well No. 11 Site Improvement Project was identified as a priority task for the Public Works Department. Therefore, on January 31, 2020, the Public Works Department published a Request for Qualifications for the 2020-2021 McCormick Woods Well No. 11 Site Improvement Project Ad Ready Design, Bid Support and Engineer of Record. By the February 14, 2020 deadline, no Statements of Qualification (SOQ) were received. Upon confirmation of the required procurement process given that no responses to the Advertisement were received, the Public Works Department contacted a qualified firm from the current MRSC Roster: Murraysmith, Inc.. On April 13, 2020, a Proposal from Murraysmith, Inc. was received. The City simultaneously analyzed budget and timeline factors, including the current pandemic, and it was decided to implement a phased approach for the Project. Therefore, on May 8, 2020, after having met onsite with Public Works Department staff, Murraysmith, Inc. provided a new Proposal for the 2020-2021 McCormick Woods Well No. 11 Phase I – Site Improvements (Schematic 30% Design) Project in the amount of \$94,673.

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 is time sensitive due to construction timeframes and budget, and supports the continuation of the previously discussed essential and critical water system infrastructure improvement project.

Relationship to Comprehensive Plan: Chapter 7 – Utilities

Recommendation: Staff recommends adoption of Resolution No. 015-20, thereby approving Contract No. C048-20 with Murraysmith, Inc. for the 2020-2021 McCormick Woods Well No. 11 Phase I – Site Improvements (Schematic 30% Design) Project in the amount of \$94,673 and documenting the Professional Services procurement procedures.

Motion for Consideration: I move to adopt Resolution No. 015-20, thereby approving Contract No. C048-20 with Murraysmith, Inc. for the 2020-2021 McCormick Woods Well No. 11 Phase I – Site Improvements (Schematic 30% Design) Project in the amount of \$94,673 and documenting the Professional Services procurement procedures.

Fiscal Impact: \$300,000 of funding allocated via the 2019-2020 Biennial Budget mid-cycle amendment process.

Attachments: Resolution 015-20 and Contract No. C048-20 w/ Exhibit A & B (dated May 2020).

RESOLUTION NO. 015-20

A RESOLUTION OF THE CITY OF PORT ORCHARD, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE CONTRACT NO C048-20 WITH MURRAYSMITH, INC. FOR THE 2020-2021 McCORMICK WOODS WELL NO. 11 PHASE I - SITE IMPROVEMENT (SCHEMATIC 30% DESIGN) PROJECT AND DOCUMENTING THE PROFESSIONAL SERVICES PROCUREMENT PROCEDURES.

WHEREAS, on January 31, 2020, the City of Port Orchard Public Works Department published a Request for Qualifications (RFQ) for the 2020-2021 McCormick Woods Well No. 11 Site Improvement Project Ad Ready Design, Bid Support & Engineer of Record. By the February 14, 2020 submittal deadline, the City's Public Works Department received no Statements of Qualification from qualified firms; and

WHEREAS, upon confirmation of the required procurement process given that no responses to the RFQ were received, the City's Public Works Department then directly contacted a qualified firm from the current MRSC Roster, Murrraysmith, Inc.; and

WHEREAS, on April 13, 2020, the City received a Proposal from Murrraysmith, Inc. for the 2020-2021 McCormick Woods Well No. 11 Site Improvement Project Ad Ready Design, Bid Support and Engineer of Record Professional Services; and

WHEREAS, due to a number of project unknowns including the budget and timeline due to the current COVID-19 pandemic, the City's Public Works Department chose to modify the project to implement an initial Phase I (Schematic 30% Design) prior to moving forward with the 100% Ad Ready Design process; and

WHEREAS, on May 8, 2020, having met previously to walk the project site with City staff in order to develop a more comprehensive and informative scope and budget, the City received a viable Proposal from Murrraysmith, Inc. for the 2020-2021 McCormick Woods Well No. 11 Phase I - Site Improvement (Schematic 30% Design) Project; and

WHEREAS, given that the original RFQ was for the larger 2020-2021 McCormick Woods Well No. 11 Site Improvement Project Ad Ready Design, Bid Support & Engineer of Record, the City reserves the right to issue subsequent Contract Phases to Murrraysmith, Inc. by addendum; and

WHEREAS, on May 12, 2020, Public Works Staff completed the Bidder Responsibility Checklist for Murrraysmith, Inc.; and

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

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

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

THAT: The Port Orchard City Council approves and authorizes the Mayor to execute Contract No. C048-20 with Murraysmith, Inc. for the 2020-2021 McCormick Woods Well No. 11 Phase I - Site Improvement (Schematic 30% Design) Project.

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 26th day of May 2020.

Robert Putaansuu, Mayor

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>Discussion Item 8A</u>	Meeting Date:	<u>May 26, 2020</u>
Subject:	<u>Furlough Policy Considerations</u>	Prepared by:	<u>Debbie Lund</u>
	<u></u>		<u>HR Coordinator</u>
	<u></u>	Atty Routing No.:	<u>N/A</u>
	<u></u>	Atty Review Date:	<u>N/A</u>

Summary: In the event that the economic impacts of COVID-19 cause the City to need to implement furloughs for City staff, staff is seeking guidance from the Council on such a policy. The Association of Washington Cities has provided some input and guidance related to furlough policy considerations. That input has been included in the attached draft.

Furloughs can be used as an alternative to a layoff. A layoff ends the employment relationship, therefore, resulting in termination of employment. A furlough is a temporary unpaid leave of absence.

Furloughs can be scheduled in various ways including 1) full workweek(s), 2) a reduction of weekly work hours, or 3) a set number of days to be taken over the course of several months. All options have their pros and cons and options 2 and 3 pose difficulties for FLSA exempt employees.

Both the Fair Labor Standards Act (FLSA) and Washington state law require that exempt employees receive their full wages in a workweek in which they perform work. Therefore, to maintain exempt status, furloughs must be in full workweek increments. A special exemption exists for budget required furloughs that allows a public employer to treat the FLSA exempt employee as an hourly employee for the week in which a furlough day(s) is required. For this period, the employee must take required rest and meal periods and be compensated at time and one-half for any hours worked over 40 during the week. See draft policy 12.4(E)(3).

The duration of the furlough will determine whether an employee is eligible to file for unemployment. Because unemployment benefits are determined on a weekly basis, full-time workers whose hours are reduced by one work day each week will likely not be eligible for partial unemployment benefits because they will still earn too much in the week to be eligible. Employees furloughed for full workweeks would likely be eligible and may also qualify for the additional \$600 per week under the Federal Pandemic Unemployment Compensation Act through July 31, 2020.

Staff is specifically seeking direction as it relates to the following components of the policy.

1. Accrual of other leave benefits while on unpaid furlough. (See draft policy 12.4(D)(2).

- a. It is staff's recommendation to treat all unpaid time the same. The current practice is that unpaid time does not count for purposes of leave accruals.
2. Continuation of insurance benefits while on furlough. See draft policy 12.4(D)(3).
 - a. It is staff's recommendation to continue insurance benefits for an employee on furlough as if the employee were working. The Association of Washington Cities is permitting this continuation of benefits.
 - b. Staff will be inquiring of the Teamster's Welfare Trust and the LEOFF Trust if such continuation would be permitted under their plans. If benefit continuation was not possible or permitted by policy, a furloughed employee may need to elect COBRA coverage to continue insurance benefits.

Staff has also alerted the Police Guilds and Teamsters union of the possibility of this policy.

Governor Inslee's Proclamation 20-28: This item is [check all that apply]: ☒ COVID-19 related;
☐ necessary and routine, for the following reasons:

Recommendation: Discuss and provide direction to staff.

Relationship to Comprehensive Plan: N/A

Fiscal Impact: Salary savings would be achieved as a result of furloughs. The exact amount of savings depends on both the number of positions furloughed and the duration of the furlough. Continuation of insurance benefits reduces the savings to the City but is an otherwise budgeted expense.

Alternatives: Provide alternative direction to staff.

Attachments: Draft personnel policy 12.4.

12.4 FURLOUGH

Due to the economic impact of unforeseeable events such as COVID-19 (coronavirus), the City may need to implement a mandatory furlough for certain positions. This policy provides general guidelines for identifying the impacted positions and the effect of a furlough on compensation and benefits.

A. Key Definitions for this Policy

1. Furlough day – Any day in which a furloughed employee is placed in a temporary status without duties and without pay due to a financial emergency necessitating budget reductions.
2. Furloughed employee – Any employee who is placed in a temporary status without duties and without pay due to a financial emergency necessitating budget reductions.
3. Exempt employee – An employee who is paid on a salaried basis and meets one of the overtime exemptions.
4. Non-exempt employee – An employee who is entitled to overtime.

B. Applicability

1. Furlough eligible positions. The City may subject certain positions to a mandatory furlough based upon the needs of the City. Furloughs for full-time employees may be in full workweek or partial workweek increments. Part-time employees will observe the mandatory furlough time on a prorated basis according to their Full Time Equivalent (FTE) status.
2. Length of furlough. The City retains the discretion to implement City-wide furloughs for a defined period of time for identified positions. Alternatively, the City may allow departments to retain the flexibility of determining when employees will be furloughed. This includes implementing a different mandatory furlough schedule for the entire department or staggering delayed mandatory furlough days for furlough-eligible employees. Each department is responsible for establishing methods to ensure furlough days are observed by each furlough-eligible employee.

C. Pay Considerations

1. Mandatory furloughs are leave without pay. The terms and conditions describing overtime and compensatory time contained in the applicable City policies and/or collective bargaining agreements will continue to apply for time worked. Mandatory furloughs will not count as hours worked toward the overtime threshold.
2. Overtime is not permitted for the purpose of making up mandatory furlough time. Making up mandatory furlough days does not achieve the financial savings expected with the implementation of this initiative.

3. Employees may not substitute paid leave for mandatory furlough days. However, sick leave that is being used for absences related to a Worker's Compensation injury where the employee is still unable to return to work in a modified duty position will be provided by the City as paid leave for mandatory furlough days, but the employee may be required to observe alternate mandatory furlough day(s) upon return to service.
4. In those cases where an emergency call-out occurs on a mandatory furlough day or during a mandatory furlough week, employees may be called back to work. Such employees are compensated in accordance with the applicable City policies and/or collective bargaining agreements. They may be required to be furloughed at a later pre-determined date.
5. Employees who are on call or stand-by will be compensated in accordance with the applicable City policies and/or collective bargaining agreements if they are called back to work on the day of a mandatory furlough.

D. Benefit Considerations

1. Anniversary date. An employee's anniversary date will not be changed due to mandatory furlough days.
2. Leave accruals. Leave accruals for an employee on an unpaid mandatory furlough will be pro-rated.
3. Insurance benefits. Insurance benefits will be unaffected, when permitted by the insurance broker or carrier, by the mandatory furloughs. The City will continue to pay its portion of the premiums regardless of the furlough.

E. Recordkeeping and Payroll Considerations

1. Mandatory furlough days should be recorded as _____. (*Note: pending payroll input*)
2. For full workweek furloughs. All employees, including FLSA-exempt employees, who are furloughed, are *strictly* prohibited from working during a furlough. This includes, but is not limited to, checking email, returning telephone calls and performing any work while on furlough.
3. For partial workweek furloughs. All non-exempt employees who are furloughed for a partial workweek are strictly prohibited from working during a furlough. Exempt personnel must
 - a. use their accrued leave during any partial workweek furlough for days in which they are furloughed, or
 - b. be converted to non-exempt during the week in which the furlough occurs. Such employees will be required to track their hours consistent with the requirements of non-exempt employees. During the period when FLSA-exempt employees are converted to non-exempt, they must comply with all recording keeping and wage and hour rules applicable to non-exempt employee (e.g., rest periods and meal periods, leave requests, pre-approval for overtime).