



**City of Port Orchard Council Meeting Agenda
September 22, 2020
6:30 p.m.**

Mayor:

Rob Putaansuu
Administrative Official

Councilmembers:

Bek Ashby
Finance Committee
Economic Development & Tourism Committee
Transportation Committee, **Chair**
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, **Chair**
Utilities/Sewer Advisory Committee
Kitsap Public Health District-alt

Cindy Lucarelli
Festival of Chimes & Lights Committee, **Chair**
Utilities/Sewer Advisory Committee, **Chair**
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

Meeting Location:

Council Chambers, 3rd Floor
216 Prospect Street
Port Orchard, WA 98366

Contact us:

(360) 876-4407
cityhall@cityofportorchard.us

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, 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/89944283838>

Zoom Meeting ID: 899 4428 3838

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** for items listed on the Agenda and that are not for a Public Hearing. When recognized by the Mayor, please state your name for the official record)*

4. CONSENT AGENDA

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

A. Approval of Vouchers and Electronic Payments

B. Approval of Payroll and Direct Deposits

5. PRESENTATION

A. Mrs. Washington 2020 (Valerie St. John)

6. PUBLIC HEARING

A. Adoption of an Ordinance Amending the Sewer Capital Facilities Charge and Reinstating a Consumer Price Index Annual Adjustment (Dorsey)

Page 4

EXECUTIVE SESSION: Pursuant to RCW 42.30.110(1)(i), the City Council will hold a 15-minute executive session to discuss legal risks of a proposed action or current practice with legal counsel, and to discuss litigation that the agency reasonably believes may be commenced by or against the agency.

7. BUSINESS ITEMS

- A. Adoption of an Ordinance Amending Port Orchard Municipal Code Section 13.04, Increasing the Sewer Capital Facilities Charge and Reinstating an Annual Consumer Price Index Adjustment (Dorsey) **Page 10**
- B. Adoption of an Ordinance Adopting the Ruby Creek Neighborhood Subarea Plan (Bond) **Page 21**
- C. Adoption of a Resolution Repealing Resolution No. 056-17 and Adopting Updated Procurement Policies and Procedures (Crocker) **Page 64**
- D. Adoption of a Resolution Approving a Contract with Aqua Tech, LLC for the 2020-2021 McCormick Woods STEP System Retrofit (Dorsey) **Page 88**
- E. Adoption of a Resolution Approving a Contract with HDR Engineering, Inc. to Conduct a Study of Consolidating the McCormick Woods and Port Orchard Water Systems (Dorsey) **Page 107**
- F. Adoption of a Resolution Authorizing Mayor or Designee to Initiate a Legal Action to Seek Abatement of Code Violations Occurring at SE Crawford Road (Bond) **Page 140**
- G. Adoption of a Resolution of a Resolution Authorizing Mayor or Designee to Initiate a Legal Action to Seek Abatement of Code Violations Occurring at 1743 SE Crawford Road (Bond) **Page 147**
- H. Approve and Ratify the Mayor’s Second Extension of Proclamation of Local Emergency Pursuant to RCW 38.52.070 (Archer) **Page 151**
- I. Approval of the Public Participation Program for the South Kitsap Community Events Center (Bond) **Page 156**
- J. Approval of an Agreement with STANLEY Convergent Security Solutions, Inc. for the Public Works Ancillary Facilities Security Improvements (Dorsey) **Page 162**
- K. Approval of Amendment No. 2 to Contract No. 023-19 with Transportation Solutions, Inc. Consultants for the Traffic Impact Fee Study Update (Dorsey) **Page 170**
- L. Approval of the September 8, 2020, Council Meeting Minutes **Page 187**

8. DISCUSSION ITEMS (No Action to be Taken)

- A. Capital Budget and Biennial Budget (Crocker)
- B. Reservoir Cleaning Video (Dorsey)

9. REPORTS OF COUNCIL COMMITTEES

10. REPORT OF MAYOR

11. REPORT OF DEPARTMENT HEADS

12. CITIZEN COMMENTS

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

13. ADJOURNMENT

COMMITTEE MEETINGS

	Date & Time	Location
Finance	October 13, 2020; 5:00pm - 2 nd Tuesday of each month	Remote Access
Economic Development and Tourism	October 12, 2020; 9:30am - 2 nd Monday of each month	Remote Access
Utilities	October 20, 2020; 5:00pm - 3 rd Tuesday of each month	Remote Access

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.

Sewer Advisory	TBD, 2020; 6:30pm	Remote Access
Land Use	October 7, 2020; 4:30pm	Remote Access
Transportation	September 22, 2020; 5:00pm; 4 th Tuesday of each month	Remote Access
Lodging Tax Advisory	October, 2020	Remote Access
Festival of Chimes & Lights	September 21, 2020; 3:30pm - 3 rd Monday of each month	Remote Access
Outside Agency Committees	Varies	Varies

CITY COUNCIL GOOD OF THE ORDER

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City of Port Orchard

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

Agenda Staff Report

Agenda Item No.:	<u>Public Hearing 6A</u>	Meeting Date:	<u>September 22, 2020</u>
Subject:	<u>Adoption of an Ordinance Amending the</u>	Prepared by:	<u>Mark Dorsey, P.E.</u>
	<u>Sewer Capital Facilities Charge and</u>		<u>Public Works Director</u>
	<u>Reinstating a Consumer Price Index</u>	Atty Routing No.:	<u>Public Works-Matter 6</u>
	<u>Annual Adjustment</u>	Atty Review Date:	<u>September 15, 2020</u>

Summary: On March 23, 2020, the City Council initiated a Sewer Capital Facilities Charge Update analysis by Katy Isaksen & Associates, Inc. The purpose of this analysis was to determine whether the current Sewer Capital Facilities Charge was equitable and adequate to fund the needed Capital Improvement Projects. The findings of this analysis were presented to the City Council and the public on July 21, 2020. Additionally, the study and related inquiries indicated that City should reinstate an automatic annual adjustment by the current Consumer Price Index for Water and Sewer Fees and Charges (other than Water and Sewer Rates). The Ordinance at issue in this public hearing would amend POMC 13.04 to effectuate the proposed increase to the Sewer Capital Facilities Charge and make the necessary amendments to trigger a CPI automatic adjustment. The Ordinance is on the agenda for consideration following this public hearing.

Relationship to Comprehensive Plan: Chapter 7 – Utilities

Recommendation: Staff recommends holding the Public Hearing.

Alternatives: Do not hold the Public Hearing.

Attachments: Draft Ordinance – Redline.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF PORT ORCHARD, WASHINGTON, AMENDING PORT ORCHARD MUNICIPAL CODE (POMC) SECTION 13.04.025 “FEE SCHEDULE”, AND ADOPTING POMC SECTION 13.04.065 “CPI ADJUSTMENT”; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the City of Port Orchard charges Capital Facilities Charges (CFCs), charges levied upon new connections to the City’s water and sewer utilities; and

WHEREAS, the Port Orchard City Council initiated a Sewer Capital Facilities Charge (CFC) Update analysis by Katy Isaksen & Associates, Inc. on March 23, 2020, and the findings were presented to both the City Council and the public at a duly-noticed meeting on July 21, 2020; and

WHEREAS, the Port Orchard City Council has determined that certain Sewer CFCs should be modified, and does not desire to consider of sewer rate increases; and

WHEREAS, the Port Orchard City Council has also determined that the Water and Sewer CPI shall be modified to reflect annual changes within the All Urban Consumers Price Index (CPI) for the Seattle – Tacoma – Bremerton area, provided CFCs have not been adjusted by the City Council during the previous six month period; and

WHEREAS, the Port Orchard City Council has not modified CFC’s within the past six months; and

WHEREAS, a duly noticed public hearing before the Port Orchard City Council was held regarding this Ordinance on September 22, 2020; and

WHEREAS, the City Council, after careful consideration of all public comment and this Ordinance, finds that this Ordinance and the amendments herein 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. Section 13.04.025 of the Port Orchard Municipal Code is hereby amended to read as follows:

13.04.025 Fee Schedule.

(1) The fees set forth below are referenced in POMC 13.04.030, 13.04.033, 13.04.035 and 13.04.040.

Water Sewer Connection Fees

Water Capital Facility Charge	POMC 13.04.030(1)(a)
Residential – Per ERU	\$5,945

Water Capital Facility Charge Nonresidential – Based on Meter Size	POMC 13.04.030(1)(b)
3/4"	\$5,945
1"	\$9,928
1-1/2"	\$19,797
2"	\$31,687
3"	\$59,450
4"	\$99,103
Irrigation	No connection fee

Water Inspection Fee	POMC 13.04.030(7) and 13.04.033(3)
Per Meter	\$111.37

Connection Fees/Labor Installation Fees	POMC 13.04.033(1)
3/4"	\$1,113.73
1"	\$1,336.49
1-1/2"	\$1,670.61
2"	\$2,227.48
Larger	Estimated case by case

Water in Lieu of Assessment	POMC 13.04.035
Per Front Foot	\$111.37

Sewer Wastewater Treatment Facility Fee	POMC 13.04.040(2)
Per ERU	\$3,597.37
McCormick Land Co. Div. 1-10 Per ERU	\$881.25

Sewer General Facility FeeCapital Facility Charge	POMC 13.04.040(2)
Per ERU	\$8,525.005 157

Sewer Inspection Fee	POMC 13.04.040(8)
Per Lateral Connection	\$111.37

(2) The fees set forth below are referenced in POMC 13.04.050, 13.04.055, and 13.04.120.

Billing and Miscellaneous Charges
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Billing Charges	POMC 13.04.050
Water/Sewer Delinquency Notice at Location	\$10.00
Water Shutoff Fee	\$40.00
Meter Turn-Off Violations (as Determined by City)	\$250.00

Damaging the Utility System	POMC 13.04.120
Violation Fine (as Determined by the City)	\$250.00

Miscellaneous Charges	POMC 13.04.055
After Hours Turn-On/Shutoff	\$75.00
Notification to Tenant of Water Shutoff Per Hold Harmless Agreement	\$10.00
Service Fee for Estimated or Final Billing Closing Requests	\$20.00

(3) The fees set forth below are referenced in POMC 13.04.031 and 13.04.045.

Water Plan Review Fees

Review	POMC 13.04.031
Main Extension Review Per lineal foot of main	\$0.30
Pump Station Review	\$300.00
Significant Facility Review*	Consultant fee** plus 10%

Sewer Plan Review Fees

Review	POMC 13.04.045
Main Extension Review Per lineal foot of main	\$0.30
Pump Station Review	\$300.00
Significant Facility Review*	Consultant fee** plus 10%

Water Inspection Fees

Inspection	POMC 13.04.031
Main Extension Inspection Per lineal foot of main	\$1.25
Pump Station Inspection	\$600.00
Significant Facility Inspection*	Consultant fee** plus 10%

Sewer Inspection Fees

Inspection	POMC 13.04.045
Main Extension Inspection Per lineal foot of main	\$1.50
Pump Station Inspection	\$600.00
Significant Facility Inspection*	Consultant fee** plus 10%

* Significant facilities include improvements such as sewer lift station construction or enlargement, force main construction, water system storage tanks, well construction, and water treatment facilities.

** This review and inspection shall be performed by the city’s water or sewer consultant under contract with the city for services of this type.

SECTION 2. Section 13.04.065 of the Port Orchard Municipal Code is hereby adopted to read as follows:

13.04.065 CPI Adjustment.

Repealed by Ord. 020-15.

Commencing October 1, 2021, and on October 1st of each successive year thereafter, unless otherwise adjusted by the City Council during the previous six month period, all capital facility charges, connection fees, and fees in lieu of assessment set forth in this chapter, but excluding water and sewer rates, shall be automatically adjusted based upon the All Urban Consumers Price Index for the Seattle – Tacoma – Bremerton area as published by the U.S. Department of Labor, Bureau of Labor Statistics, for the prior June; but in no event shall the adjustment be less than zero.

SECTION 3. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity of constitutionality of any other section, sentence, clause or phrase of this ordinance.

SECTION 4. This ordinance shall be in full force and effect five (5) days after posting and publication as required by law. A summary of this Ordinance may be published in lieu of the entire ordinance, as authorized by State Law.

PASSED by the City Council of the City of Port Orchard, APPROVED by the Mayor and attested by the Clerk in authentication of such passage this 22nd day of September 2020.

Robert Putaansuu, Mayor

ATTEST:

Brandy Rinearson, MMC, City Clerk

APPROVED AS TO FORM:

Charlotte A. Archer, City Attorney



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>September 22, 2020</u>
Subject:	<u>Adoption of an Ordinance Amending</u>	Prepared by:	<u>Mark Dorsey, P.E.</u>
	<u>Port Orchard Municipal Code Section</u>		<u>Public Works Director</u>
	<u>13.04, Increasing the Sewer Capital</u>	Atty Routing No.:	<u>Public Works-Matter 6</u>
	<u>Facilities Charge and Reinstating an</u>	Atty Review Date:	<u>September 16, 2020</u>
	<u>Annual Consumer Price Index Adjustment</u>		

Summary: On March 23, 2020, the City Council initiated a Sewer Capital Facilities Charge Update analysis by Katy Isaksen & Associates, Inc. The purpose of this analysis was to determine whether the current Sewer Capital Facilities Charge was equitable and adequate to fund the needed Capital Improvement Projects. The findings of this analysis were presented to the City Council and the public on July 21, 2020. Additionally, the study and related inquiries indicated that the City should reinstate an automatic annual adjustment by the current Consumer Price Index for Water and Sewer Fees and Charges (other than Water and Sewer Rates). This Ordinance would amend POMC 13.04 to effectuate the proposed increase to the Sewer Capital Facilities Charge and make the necessary amendments to trigger a CPI automatic adjustment. The Council held a public hearing on this item earlier in this meeting.

Relationship to Comprehensive Plan: Chapter 7 – Utilities

Recommendation: Staff recommends adoption of an Ordinance amending Chapter POMC 13.04, thereby increasing the Sewer Capital Facilities Charge and reinstating an annual CPI Adjustment.

Motion for Consideration: I move to adopt an Ordinance amending Chapter POMC 13.04, increasing the Sewer Capital Facilities Charge and reinstating an annual CPI Adjustment.

Fiscal Impact: To be determined.

Alternatives: Do not adopt the Ordinance.

Attachments: Draft Ordinance – Redline and final Ordinance

ORDINANCE NO. _____

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WHEREAS, the Port Orchard City Council initiated a Sewer Capital Facilities Charge (CFC) Update analysis by Katy Isaksen & Associates, Inc. on March 23, 2020, and the findings were presented to both the City Council and the public at a duly-noticed meeting on July 21, 2020; and

WHEREAS, the Port Orchard City Council has determined that certain Sewer CFCs should be modified, and does not desire to consider of sewer rate increases; and

WHEREAS, the Port Orchard City Council has also determined that the Water and Sewer CPI shall be modified to reflect annual changes within the All Urban Consumers Price Index (CPI) for the Seattle – Tacoma – Bremerton area, provided CFCs have not been adjusted by the City Council during the previous six month period; and

WHEREAS, the Port Orchard City Council has not modified CFC’s within the past six months; and

WHEREAS, a duly noticed public hearing before the Port Orchard City Council was held regarding this Ordinance on September 22, 2020; and

WHEREAS, the City Council, after careful consideration of all public comment and this Ordinance, finds that this Ordinance and the amendments herein are in the best interests of the residents of the City and further advance the public health, safety and welfare; NOW, THEREFORE,

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Connection Fees/Labor Installation Fees	POMC 13.04.033(1)
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2"	\$2,227.48
Larger	Estimated case by case

Water in Lieu of Assessment	POMC 13.04.035
Per Front Foot	\$111.37

Sewer Wastewater Treatment Facility Fee	POMC 13.04.040(2)
Per ERU	\$3,597.37
McCormick Land Co. Div. 1-10 Per ERU	\$881.25

Sewer General Facility Fee Capital Facility Charge	POMC 13.04.040(2)
Per ERU	\$8,525.005,157

Sewer Inspection Fee	POMC 13.04.040(8)
Per Lateral Connection	\$111.37

(2) The fees set forth below are referenced in POMC 13.04.050, 13.04.055, and 13.04.120.

Billing and Miscellaneous Charges
--

Billing Charges	POMC 13.04.050
Water/Sewer Delinquency Notice at Location	\$10.00
Water Shutoff Fee	\$40.00
Meter Turn-Off Violations (as Determined by City)	\$250.00

Damaging the Utility System	POMC 13.04.120
Violation Fine (as Determined by the City)	\$250.00

Miscellaneous Charges	POMC 13.04.055
After Hours Turn-On/Shutoff	\$75.00
Notification to Tenant of Water Shutoff Per Hold Harmless Agreement	\$10.00
Service Fee for Estimated or Final Billing Closing Requests	\$20.00

(3) The fees set forth below are referenced in POMC 13.04.031 and 13.04.045.

Water Plan Review Fees

Review	POMC 13.04.031
Main Extension Review Per lineal foot of main	\$0.30
Pump Station Review	\$300.00
Significant Facility Review*	Consultant fee** plus 10%

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* Significant facilities include improvements such as sewer lift station construction or enlargement, force main construction, water system storage tanks, well construction, and water treatment facilities.

** This review and inspection shall be performed by the city’s water or sewer consultant under contract with the city for services of this type.

SECTION 2. Section 13.04.065 of the Port Orchard Municipal Code is hereby adopted to read as follows:

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Repealed by Ord. 020-15.

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SECTION 3. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity of constitutionality of any other section, sentence, clause or phrase of this ordinance.

SECTION 4. This ordinance shall be in full force and effect five (5) days after posting and publication as required by law. A summary of this Ordinance may be published in lieu of the entire ordinance, as authorized by State Law.

PASSED by the City Council of the City of Port Orchard, APPROVED by the Mayor and attested by the Clerk in authentication of such passage this 22nd day of September 2020.

Robert Putaansuu, Mayor

ATTEST:

Brandy Rinearson, MMC, City Clerk

APPROVED AS TO FORM:

Charlotte A. Archer, City Attorney

ORDINANCE NO. _____

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WHEREAS, the Port Orchard City Council has not modified CFC’s within the past six months; and

WHEREAS, a duly noticed public hearing before the Port Orchard City Council was held regarding this Ordinance on September 22, 2020; and

WHEREAS, the City Council, after careful consideration of all public comment and this Ordinance, finds that this Ordinance and the amendments herein 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:

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Per ERU	\$3,597.37
McCormick Land Co. Div. 1-10 Per ERU	\$881.25

Sewer Capital Facility Charge	POMC 13.04.040(2)
Per ERU	\$8,525.00

Sewer Inspection Fee	POMC 13.04.040(8)
Per Lateral Connection	\$111.37

(2) The fees set forth below are referenced in POMC 13.04.050, 13.04.055, and 13.04.120.

Billing and Miscellaneous Charges
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(3) The fees set forth below are referenced in POMC 13.04.031 and 13.04.045.

Water Plan Review Fees

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Significant Facility Review*	Consultant fee** plus 10%

Sewer Plan Review Fees

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Water Inspection Fees

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Main Extension Inspection Per lineal foot of main	\$1.25
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Significant Facility Inspection*	Consultant fee** plus 10%

Sewer Inspection Fees

Inspection	POMC 13.04.045
Main Extension Inspection Per lineal foot of main	\$1.50
Pump Station Inspection	\$600.00
Significant Facility Inspection*	Consultant fee** plus 10%

* Significant facilities include improvements such as sewer lift station construction or enlargement, force main construction, water system storage tanks, well construction, and water treatment facilities.

** This review and inspection shall be performed by the city's water or sewer consultant under contract with the city for services of this type.

SECTION 2. Section 13.04.065 of the Port Orchard Municipal Code is hereby adopted to read as follows:

13.04.065 CPI Adjustment.

Commencing October 1, 2021, and on October 1st of each successive year thereafter, unless otherwise adjusted by the City Council during the previous six month period, all capital facility charges, connection fees, and fees in lieu of assessment set forth in this chapter, but excluding water and sewer rates, shall be automatically adjusted based upon the All Urban Consumers Price Index for the Seattle – Tacoma – Bremerton area as published by the U.S. Department of Labor, Bureau of Labor Statistics, for the prior June; but in no event shall the adjustment be less than zero.

SECTION 3. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity of constitutionality of any other section, sentence, clause or phrase of this ordinance.

SECTION 4. This ordinance shall be in full force and effect five (5) days after posting and publication as required by law. A summary of this Ordinance may be published in lieu of the entire ordinance, as authorized by State Law.

PASSED by the City Council of the City of Port Orchard, APPROVED by the Mayor and attested by the Clerk in authentication of such passage this 22nd day of September 2020.

Robert Putaansuu, Mayor

ATTEST:

Brandy Rinearson, MMC, City Clerk

APPROVED AS TO FORM:

SPONSOR:

Charlotte A. Archer, City Attorney

Cindy Lucarelli, Councilmember

PUBLISHED:

EFFECTIVE DATE:



Agenda Staff Report

Agenda Item No.:	<u>Business Item 7B</u>	Meeting Date:	<u>September 22, 2020</u>
Subject:	<u>Adoption of an Ordinance Adopting the</u>	Prepared by:	<u>Nick Bond, AICP</u>
	<u>Ruby Creek Neighborhood Subarea Plan</u>		<u>DCD Director</u>
	<u></u>	Atty Routing No.:	<u>Development-Matter 11</u>
	<u></u>	Atty Review Date:	<u>August 17, 2020</u>

Summary: At the City Council’s September 8, 2020 meeting, the Council reviewed the draft Ruby Creek Neighborhood Subarea Plan and development regulations and directed staff to bring the Plan and regulations to the September 22 Council meeting for adoption. The Subarea Plan will be adopted as Appendix C of the City’s Comprehensive Plan. The City’s Zoning Map has been updated to reflect zoning changes to certain parcels in the Ruby Creek subarea, and the development regulations to be incorporated into Chapters 20.31, 20.38 and 20.127 POMC will provide the code authority for implementing the Subarea Plan.

The Subarea Plan was reviewed by the Land Use committee on July 6, 2020, which recommended that the Plan be forwarded to the full City Council for review and approval. The Planning Commission reviewed the draft Subarea Plan at its June, August and September 2020 meetings, and held a public hearing on the plan and development regulations at its August and September meetings. On September 1, 2020, after considering public testimony and comments, the Planning Commission voted unanimously to recommend approval of the Subarea Plan, with additional goal and policy language in the Transportation section regarding pedestrian and bicycle safety in the vicinity of Sidney Glen Elementary School.

Background: In 2016, the City of Port Orchard completed its periodic update to the Comprehensive Plan. The 2016 Plan included for the first time, a “centers” (subarea planning) approach to the City’s major residential and commercial areas as provided in Vision 2040 (now Vision 2050), the regional plan completed by the Puget Sound Regional Council, and in the Countywide Planning Policies adopted by all jurisdictions in Kitsap County. In 2016, Port Orchard identified center locations, but did not have the resources to complete subarea plans at that time, and instead identified goals for subarea planning to be completed in the future. The draft Ruby Creek Neighborhood Subarea Plan is a result of that goal.

In late 2019, Port Orchard set out to complete a subarea plan for the area located near the intersection of Sidney Road SW and SW Sedgwick Road, which had been known as the “Sidney/Sedgwick Center”. The new name “Ruby Creek Neighborhood Center” was selected to highlight this significant environmental feature located in the neighborhood. The Ruby Creek Neighborhood is located near the intersection of Sidney Road SW and SW Sedgwick Road. Its boundaries are generally SR-16/Blackjack Creek to the east, Birch Road to the north, the City limits to the south, and a critical area complex to the west. The Ruby Creek Neighborhood measures 166.45 acres in land area. Of these 165.45 acres, critical areas (including wetlands and flood plains) associated with Blackjack Creek and Ruby Creek occupy approximately 52 acres, leaving approximately 70 acres of developed land and 45 acres of vacant or underutilized land. The center is primarily designated as Commercial on the Comprehensive Plan land use map and contains commercial

heavy (CH), Commercial Corridor (CC), Commercial Mixed Use (CMU), Downtown Mixed Use (DMU), and Greenbelt (GB) zones. Currently, the neighborhood contains 464 residents in 232 apartments and 8 houses, and 371 jobs in approximately 213,638 existing square feet of commercial space.

The City considered three alternative designs for the future Ruby Creek Neighborhood Center with the help of a consultant, and ultimately settled on a preferred alternative that preserves the existing mixed use feel of the Sidney Road SW corridor, while allowing for flexibility in areas further to the east along Sidney Road SW. This flexibility means that under the plan framework, either apartments, commercial uses, mixed uses, or a park and ride facility would be permissible in areas that are located in the neighborhood core but off the Sidney Road SW “Main Street”.

Under the preferred alternative, the Ruby Creek Neighborhood is proposed to be a thriving and attractive walkable neighborhood with easy access to goods and services, a variety of housing types, and convenient access to employment via Kitsap Transit and its proximity to SR-16 and SR-160. Although the neighborhood will have three main areas for planning purposes - the core in the center of the neighborhood, the north end (north of Ruby Creek), and the Sidney/Sedgwick crossroads (south end) – the entire neighborhood is intended to function as a whole. Residents will be able to walk and bicycle to the neighborhood grocery store, restaurants, and businesses providing other goods and services, as well as to Sidney Glen Elementary School and Cedar Heights Middle School.

The Ruby Creek Subarea Plan includes the current and proposed status of the Ruby Creek neighborhood, the proposed zoning and regulatory requirements for the subarea plan, and designs illustrating how a built-out Ruby Creek Neighborhood Center would look and function. The Ruby Creek central business district will consist of walkable shopfronts along Sidney Ave SW. Natural environmental features and park and recreation amenities along Ruby Creek and Blackjack Creek, along with this central business district, will form the heart of the neighborhood. At buildout, it is estimated that the neighborhood will contain approximately 1,800 residents and 652 jobs, exceeding the minimum residential and employment thresholds set by the PSRC for a countywide center.

Recommendation: Staff recommends that the City Council approve an ordinance adopting the Ruby Creek Neighborhood Subarea Plan as Appendix C of the City’s Comprehensive Plan, and adopting corresponding amendments to the City’s Zoning Map and to Chapters 20.31, 20.38 and 20.127 POMC.

Relationship to Comprehensive Plan: The Ruby Creek Subarea Plan is proposed to be adopted as Appendix C of the Comprehensive Plan. RCW 36.70A.130(2)(a)(i) allows the initial adoption of a subarea plan into the Comprehensive Plan outside of the annual amendment process, if the plan clarifies, supplements or implements jurisdiction-wide comprehensive plan policies.

Motion for Consideration: “I move to adopt an ordinance adopting the Ruby Creek Neighborhood Subarea Plan as Appendix C of the City’s Comprehensive Plan, and adopting corresponding amendments to the City’s Zoning Map and to Chapters 20.31, 20.38 and 20.127 POMC.”

Fiscal Impact: N/A

Alternatives: Direct staff to revise the draft Plan; do not adopt the Plan.

Attachments: Ordinance; Ruby Creek Subarea Plan; Revised Zoning Map.

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY OF PORT ORCHARD, WASHINGTON, ADOPTING THE RUBY CREEK NEIGHBORHOOD SUBAREA PLAN AS APPENDIX C OF THE CITY COMPREHENSIVE PLAN; ADOPTING AN AMENDMENT TO THE CITY COMPREHENSIVE PLAN PURSUANT TO RCW 36.70A.130(2)(a)(i); ADOPTING AN AMENDMENT TO THE CITY ZONING MAP; ADOPTING AMENDMENTS TO CHAPTERS 20.31, 20.38 AND 20.127 OF THE PORT ORCHARD MUNICIPAL CODE; PROVIDING FOR SEVERABILITY AND CORRECTIONS; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, with the passage of the Washington State Growth Management Act in 1990 (GMA), Chapter 36.70A RCW, local governments are required to adopt and maintain a comprehensive plan; and

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

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

WHEREAS, the Ruby Creek Neighborhood is a designated Countywide Center in the comprehensive plan, and Section 2.7.5.8 of the comprehensive plan directs the city to develop a subarea plan for the Ruby Creek Neighborhood prior to the next periodic update, and the City has prepared the Ruby Creek Neighborhood Subarea Plan (“Subarea Plan”) to satisfy this requirement; and

WHEREAS, the City most recently adopted annual amendments to the City’s Comprehensive Plan pursuant to RCW 36.70A.470 and 36.70A.106 on July 14, 2020; and

WHEREAS, RCW 36.70A.130(2)(a)(i) allows the initial adoption of a subarea plan outside of the annual amendment process if the plan clarifies, supplements or implements jurisdiction-wide comprehensive plan policies, and the cumulative impacts of the plan are addressed by appropriate environmental review under chapter 43.21C RCW; and

WHEREAS, an update to the City Zoning Map has been prepared to provide consistency between the Map and the zoning changes provided in the Subarea Plan; and

WHEREAS, amendments to Chapters 20.31, 20.38 and 20.127 of the Port Orchard

Municipal Code (POMC) have been prepared to provide appropriate development regulations for the Ruby Creek subarea, to provide consistency between the POMC and the Subarea Plan, and to implement the Subarea Plan, per the requirements of RCW 36.70A.040(3); and

WHEREAS, on July 6th, 2020, the City Council's Land Use Committee reviewed the Subarea Plan and the amendments to the Zoning Map and to Chapters 20.38 and 20.127 POMC, and recommended that they be forwarded to the full City Council for review and approval; and

WHEREAS, on July 8th, 2020, the City submitted the Subarea Plan, and the amendments to the Zoning Map and to Chapters 20.38 and 20.127 POMC, to the Department of Commerce along with a 60-day request for review; and

WHEREAS, on July 23, 2020, the City's SEPA official issued a determination of non-significance for the Subarea Plan and the amendments to the Zoning Map and to Chapters 20.38 and 20.127 POMC, and there have been no appeals; and

WHEREAS, on August 4, 2020 and September 1, 2020, the City's Planning Commission held duly-noticed public hearings on the Subarea Plan and the proposed amendments to the Zoning Map and to Chapters 20.38 and 20.127 POMC, and received and considered public testimony and comments, and the Planning Commission recommended approval of the proposed revisions with certain changes; and

WHEREAS, on September 8, 2020, the City Council reviewed the Subarea Plan, and directed staff to bring an ordinance forward to approve the Plan; and

WHEREAS, the City Council, after careful consideration of the recommendation from the Planning Commission, all public comment, and the Ordinance, finds that this Ordinance is consistent with the City's Comprehensive Plan and development regulations, the Growth Management Act, and Chapter 36.70A RCW, and that the amendments herein to the City's Comprehensive Plan, Zoning Map, and Chapters 20.31, 20.38 and 20.127 POMC are in the best interests of the residents of the City; 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. Adoption of the Ruby Creek Neighborhood Subarea Plan. The Ruby Creek Neighborhood Subarea Plan is hereby adopted as Appendix C of the City of Port Orchard Comprehensive Plan. (Exhibit 1)

SECTION 3. Adoption of Amended City of Port Orchard Zoning Map. The City of Port Orchard Zoning Map is hereby adopted, as amended. (Exhibit 2)

SECTION 4. POMC Section 2031.010(2) is revised to read as follows:

(2) The following overlay districts are hereby established:

- (a) View protection overlay district (VPOD).
- (b) Downtown height overlay district (DHOD).
- (c) Self-storage overlay district (SSOD).
- (d) Ruby Creek Overlay District (RCOD).

SECTION 5. Adoption of Ruby Creek Overlay District and Development Regulations. The following new sections are hereby added to Chapter 20.38 POMC (Overlay Districts):

20.38.300 Ruby Creek Overlay District Boundary.

A Ruby Creek Overlay District is hereby established with boundaries as shown below:

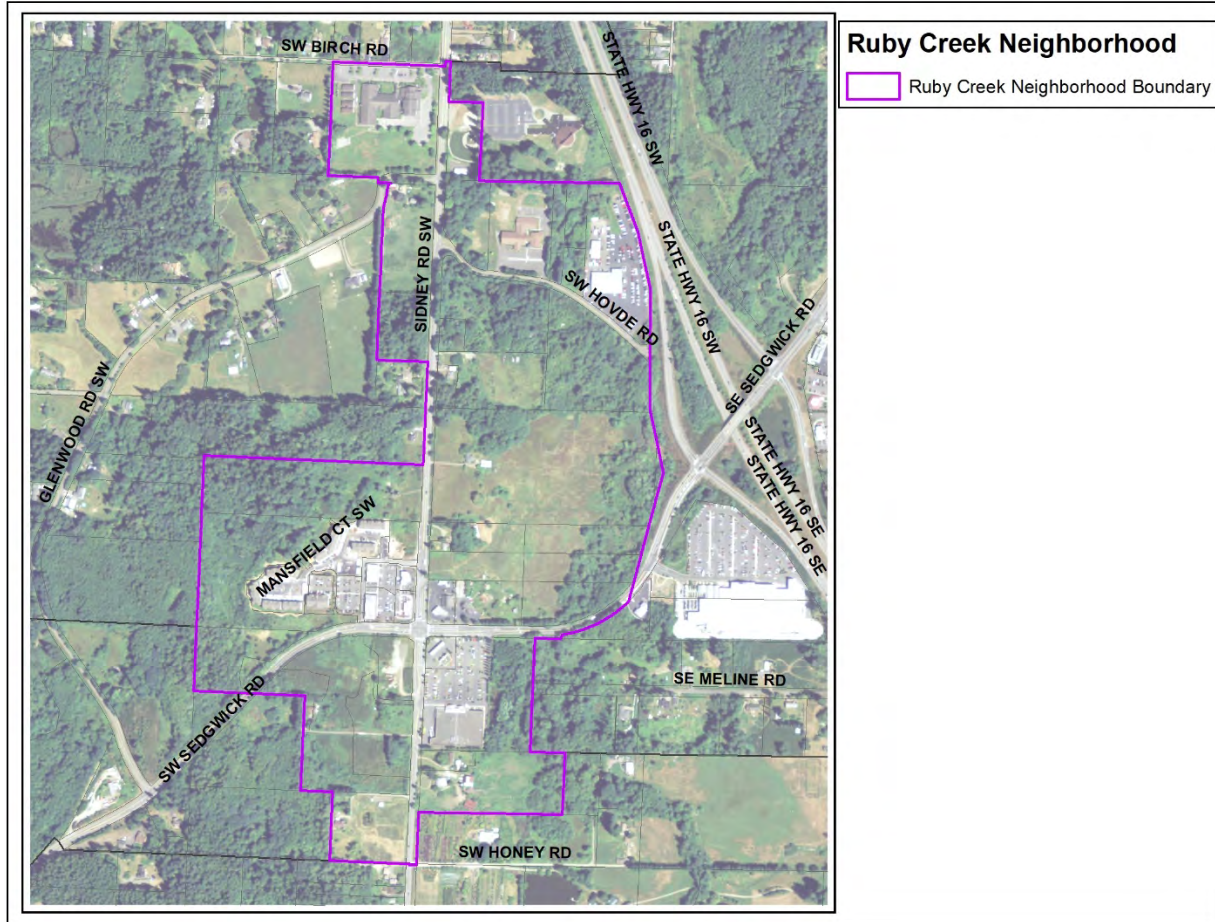


Figure 20.38.300. The Ruby Creek Overlay District Boundary.

20.38.305. Purpose.

The purpose of the Ruby Creek Overlay District (RCOD) is to implement the goals and policies of the Ruby Creek Subarea Plan as adopted in the City's Comprehensive Plan.

20.38.310 Applicability.

The standards of the RCOD shall apply to lands within the RCOD boundary as shown on the map in section 20.38.300.

20.38.315. Conflicts. The RCOD utilizes the city’s existing zoning and development regulations framework except as specified in sections 20.38.320 to 20.38.330. The standards of the RCOD shall control when there is a conflict with other code sections.

20.38.320 Land Use.

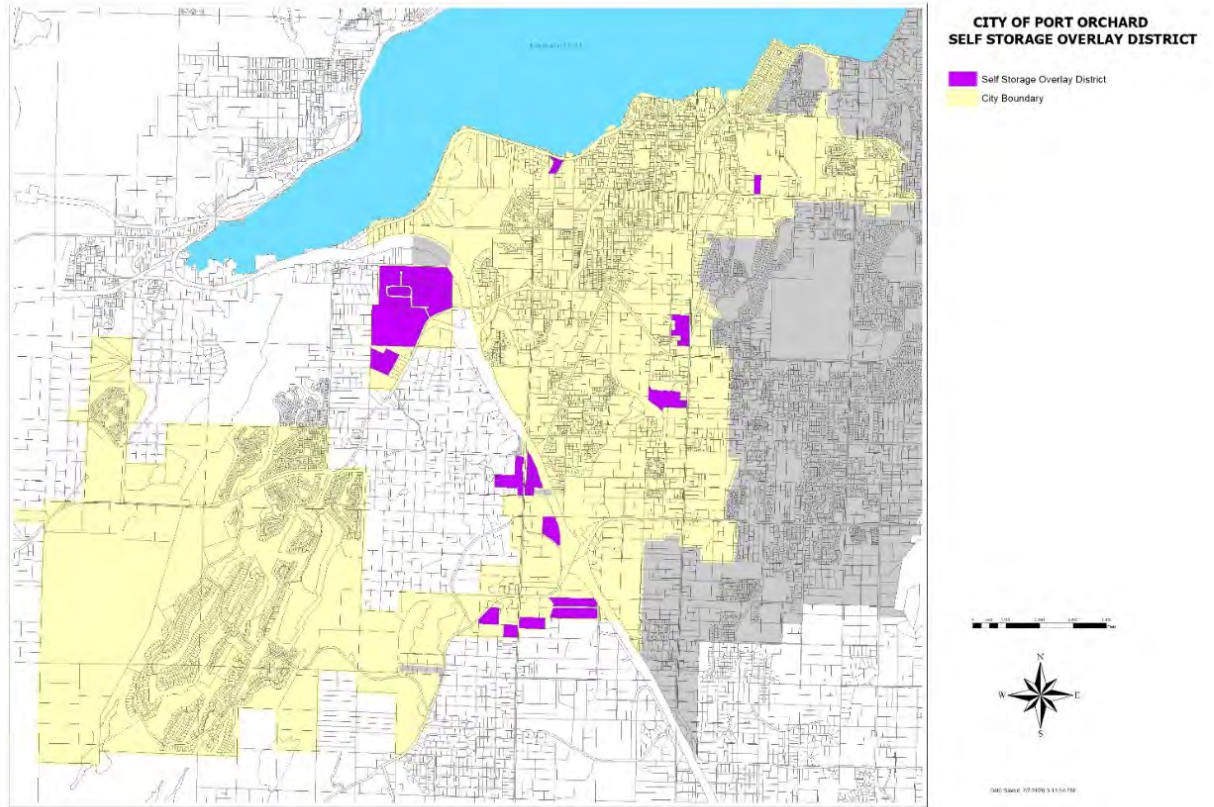
The land use table and restrictions in POMC 20.39 shall control for allowed uses in the RCOD except that the uses in the following table shall be permitted or conditionally permitted as follows:

Specific Use	R1	R3	GB	CMU	DMU	CC	CH	PR	CI
Transit Park and Ride Lot	--	--	--	C	--	C	C	--	C
Surface Parking: Commercial Parking, commuter lease parking or park and ride, remote parking.	--	--	--	--	--	--	--	--	--
Commercial parking garage - standalone	--	--	--	--	--	--	--	--	--
Brewery, distillery under 5,000 square feet.				C	P				
Brewery, distillery 5,001-15,000 square feet.				C	C				
Drive Through Facility (principal or accessory use)	--	--	--	--	--	P	P	--	--
Low impact outdoor storage (accessory use)	--	--	--	--	--	--	P	--	--

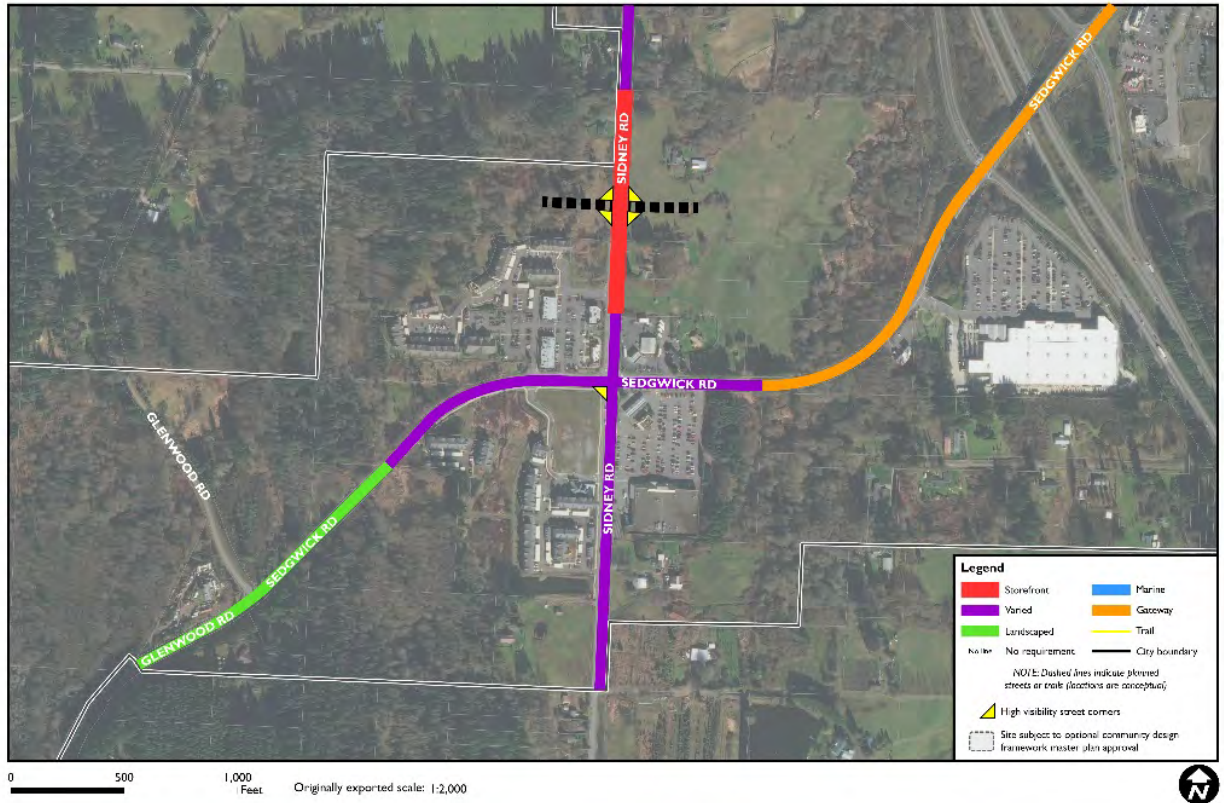
20.38.330 Building Height.

Building Heights in the Ruby Creek Overlay District shall not exceed 55 feet (5 stories) except when height bonuses are granted in accordance with POMC 20.41.

SECTION 6. Figure 2 in POMC 20.38.700 (Self-Storage Overlay District) is hereby amended as follows:



SECTION 7. Figure 20.127.130(15), a Community Design Framework map, is amended as follows:



SECTION 8. 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 9. 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 10. 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 Clerk in authentication of such passage this 22nd day of September 2020.

Robert Putaansuu, Mayor

ATTEST:

Brandy Rinearson, MMC, City Clerk

APPROVED AS TO FORM:

SPONSOR:

Charlotte A. Archer, City Attorney

Scott Diener, Councilmember

PUBLISHED:

EFFECTIVE DATE:

- EXHIBITS:
1. Ruby Creek Subarea Plan
 2. Amended City Zoning Map



City of Port Orchard, WA
Ruby Creek
Subarea Plan

September 22, 2020

Acknowledgements

Mayor

Robert Putaansuu

City Council Members

Bek Ashby
John Clauson
Fred Chang
Cindy Lucarelli
Scott Diener
Jay Rosapepe
Shawn Cucciardi

Planning Commissioners

Trish Tierney
Stephanie Baily
Annette Stewart
Mark Trenary
David Bernstein
Phil King
Joe Morrison
Suanne Martin Smith

City Staff

Nicholas Bond, AICP, Director
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Jim Fisk, Associate Planner
Stephanie Andrews, Associate Planner
Josie Rademacher, Intern

Consultant – Makers Architecture and Urban Design

(Graphics and renderings)

Bob Bengford
Scott Bonjukian

Disclaimer:

The user of this Plan should be aware that although the City has taken great care to use the most current mapping and environmental data available to produce the information contained herein, the maps, illustrations and calculations of potential critical areas, buildable areas and redevelopment potential are based on existing data sources, not on field surveys. This Plan and its contents are provided for planning purposes only, and cannot substitute for field surveys to determine the locations of critical areas or buffers, to determine critical areas typing or classification, or the development potential of any parcel.

Chapter 1. Introduction.

In 2016, the City of Port Orchard completed its periodic update to the Comprehensive Plan. This 2016 Plan included for the first time, a “centers” approach to planning (See section 2.7 of the Port Orchard Comprehensive Plan). The centers approach to planning is provided in Vision 2050, the regional plan completed by the Puget Sound Regional Council, and in the Countywide Planning Policies adopted by all jurisdictions in Kitsap County. In 2016, Port Orchard identified center locations, but did not have the resources to complete subarea plans at that time, and instead identified goals for subarea planning to be completed in the future. This plan is the result of that goal.

In late 2019, Port Orchard set out to complete a subarea plan for the area located near the intersection of Sidney Road SW and SW Sedgwick Road. At the time that the planning work began, this neighborhood did not have a name or much of an identity. The name “Ruby Creek Neighborhood” was selected to highlight a significant environmental feature located in the neighborhood. Ruby Creek is a major tributary to Blackjack Creek and has been the focus of significant habitat restoration projects just outside of the City limits in Kitsap County. Highlighting the name of this stream in the neighborhood name will have the effect of raising awareness of this sensitive environmental feature, and was chosen as a way of ensuring that future residents, businesses, and developers are conscious of their surroundings and can be good stewards of the environment.

This plan was also developed during the unprecedented challenges presented by the coronavirus pandemic. Public outreach was initiated in the weeks before large parts of the nation were closed to prevent the spread of the virus, including Kitsap County and Port Orchard. This resulted in the cancellation of the City’s plans to conduct in person workshops with neighborhood residents and property owners. The City has instead relied on online surveys and public hearings before the Planning Commission that were held remotely.

The City hired a consultant to help explore design alternatives for the subarea. Due to the critical area constraints found in the neighborhood, these alternatives contained only small differences. The main variable considered in the subarea plan was whether to locate a Kitsap Transit park and ride facility within the neighborhood. This variable was prompted by a parallel study being conducted by consultants hired by Kitsap Transit to identify possible sites for park and ride facilities in the South Kitsap area. The alternatives considered are as follows:

1. Concept 1: Mixed use neighborhood with no park and ride facility.
2. Concept 2: Mixed use neighborhood with park and ride facility on the east side of Sidney.
3. Concept 3: Mixed use neighborhood with park and ride facility on the west side of Sidney.

Ultimately, the Kitsap Transit study eliminated Concept 3 early in their analysis due to critical area and space constraints. The preferred alternative selected here was a hybrid between Concepts 1 and 2. The preferred alternative preserved the mixed use feel of the Sidney Road SW corridor while allowing for flexibility in areas further to the east along Sidney Road SW. This flexibility meant that under the plan framework, either apartments, commercial uses, mixed uses, or a park and ride facility would be permissible in areas located in the neighborhood core but off the Sidney Road SW “Main Street”.

Chapter 2. Vision and Preferred Alternative.

2.1 Vision. The Ruby Creek Neighborhood is a thriving and attractive walkable neighborhood with easy access to goods and services, a variety of housing types, and convenient access to employment via Kitsap Transit and its proximity to SR-16 and SR-160. Residents can walk to the neighborhood grocery store, restaurants, and businesses providing other goods and services, as well as to Sidney Glen Elementary School and Cedar Heights Middle School. The Ruby Creek central business district consists of walkable shopfronts along Sidney Ave SW. Natural environmental features and park and recreation amenities along Ruby Creek and Blackjack Creek along with this central business district form the heart of the neighborhood. Bicycle paths run through the neighborhood and connect to other areas of the City.

2.2 Preferred Alternative. The preferred alternative requires the development of storefronts along Sidney Road SW but allows the development of a Kitsap Transit park and ride to the east of the neighborhood core in lieu of apartments or commercial development. A park and ride concept is shown in Figure 4. This park and ride facility would reduce the population capacity for the neighborhood slightly, but would help drive economic activity in the neighborhood at certain times of the day, would reduce the traffic impacts resulting from plan implementation, and would provide for the sharing of parking facilities for the proposed public park and for residential units which would likely have peak parking demands (nights and weekends) which differ from those of commuters (weekdays). In the following sections of the plan, the subarea is broken into 3 parts for discussion: the neighborhood core in the center of the neighborhood, the north end (north of Ruby Creek), and the Sidney/Sedgwick crossroads (south end).

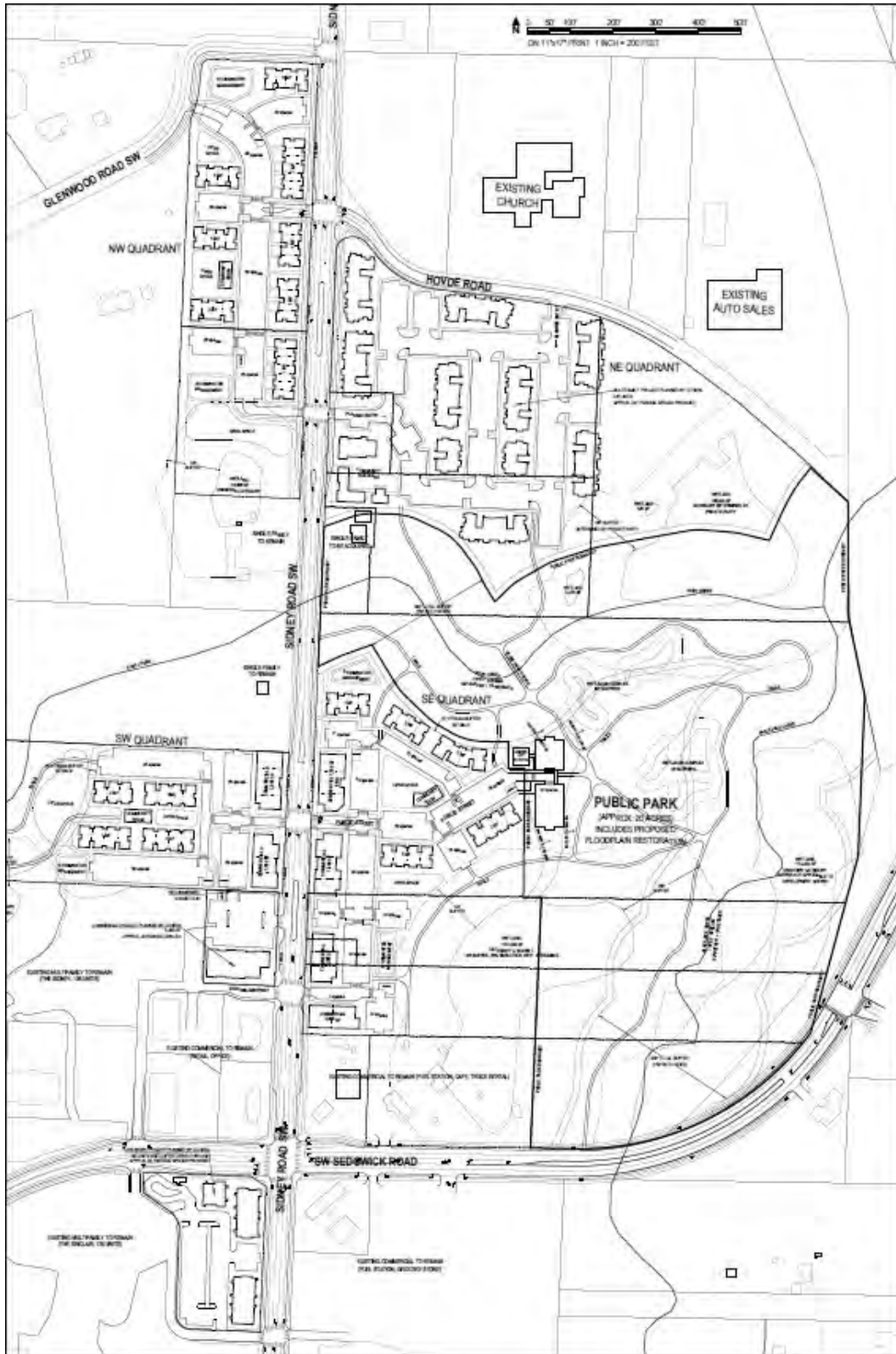


Figure 1: Preferred Alternative Ruby Creek Neighborhood.

2.3 Neighborhood Core. The preferred alternative seeks to develop a new neighborhood core along Sidney Road SW. The center of the neighborhood is located approximately halfway between Ruby Creek and SW Sedgwick Road, and is marked by a new intersection that provides access to properties on the east and west of Sidney Road SW. The buildings near this intersection consist of single-story shopfront and mixed-use shopfront building types, with storefronts that face Sidney Road SW. Off-street parking and secondary access to ground floor shopfronts is provided to the rear of these buildings, out of sight from Sidney Road SW. Sidney Road SW is characterized by wide pedestrian oriented sidewalks, street trees and on-street parking. The center of the neighborhood has a small-town downtown feel. To the west of this new intersection, access is provided to new commercial and/or residential development. To the east of this development, flexibility is provided to allow either commercial and/or residential development, or a park and ride facility. The center of the neighborhood is also anchored by a new public park that has helped to enhance the natural amenities provided by Blackjack and Ruby Creeks. This new park has provided restoration of habitat, informational and educational opportunities, and opportunities for low impact recreation.



Figure 2: The heart of the Ruby Creek Neighborhood as seen from the southwest.

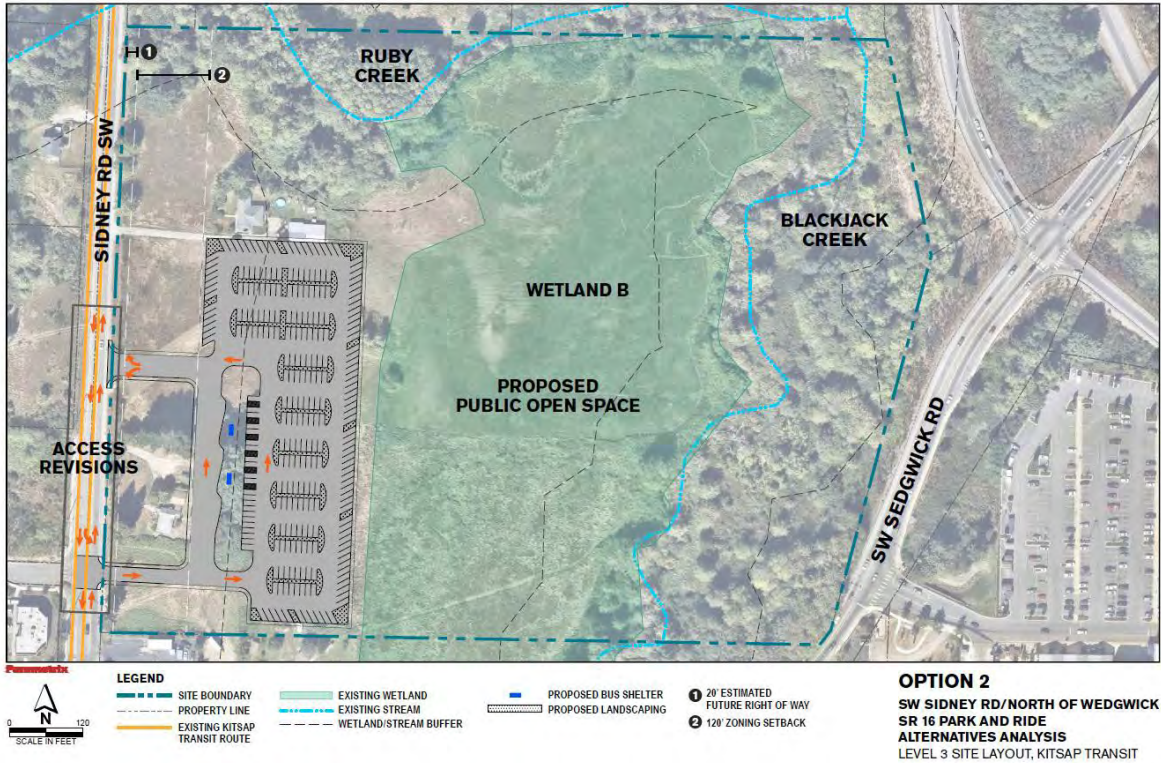


Figure 3: Neighborhood Center Park and Ride Alternative. This alternative preserves Downtown Mixed Use (DMU) zoned development pads along Sidney to ensure storefront development.



Figure 4: Neighborhood Center Site Plan Illustration. This illustration does not include a possible park and ride facility located to the east of the Sidney Road SW storefronts.

2.4 North End. To the north of the neighborhood core is a residential area characterized by landscaping along the street, sidewalks, bicycle lanes, landscape islands in the street, and street trees. Although mixed use commercial development is permitted along this section of Sidney Road SW, it is seen as less viable due to the distance from SW Sedgwick Road and because it is separated from the commercial neighborhood core by Ruby Creek and its large protective buffers. Apartment development is permissible and anticipated in these locations. Sidewalks and bicycle lanes now connect this neighborhood to the Sidney Glen Elementary School, the Little League baseball fields, and places of worship located to the north of the neighborhood, as well as to the commercial core to the south which includes the neighborhood’s main grocery store. These new residents can utilize transit service in the corridor for access to jobs throughout the region. Walking paths along Ruby Creek allow for recreation and access to a new city park.



Figure 5: The north end of the Ruby Creek Neighborhood as seen from the northwest.



Figure 6: North End Site Plan Illustration.

2.5 Sidney/Sedgwick Crossroads. The area near the crossroads of SW Sedgwick Road and Sidney Road SW is already characterized by significant development. There is a large grocery store, two gas stations, restaurants, shopping, and apartments in this area. One vacant development pad remains at this intersection. At this location, the City seeks the development of mixed-use shopfront buildings, or live work ground floor units in an apartment building, to help make the area feel more urban. Parking for this pad is provided behind these buildings and out of view of the intersection. In addition, the project has provided public amenity spaces near the prominent street corner at this intersection. Other properties in the neighborhood may eventually develop, but redevelopment is not expected in the near term.



Figure 7: The south end of the Ruby Creek Neighborhood as seen from the northeast, showing the crossroads of Sidney Road SW and SW Sedgwick Road.



Figure 8: South End (Sidney Road SW and SW Sedgwick Road) Site Plan Illustration.

2.6 Centers. Countywide Center – PSRC Criteria

The Ruby Creek Neighborhood Center is planned as a Countywide Center as described in the Puget Sound Regional Council Regional Centers Framework. As a designated Countywide Center, the Ruby Creek Neighborhood:

1. Is a local priority for investment. This plan includes transportation, water, sewer, stormwater, electrical, and park projects to support center development.
2. Is planned for more than 10 activity units (jobs + housing units) per acre. The center is planned to include 14.82 activity units per acre.
3. Is planned for a mix of residential and employment uses. The center is planned to consist of 73% residential and 27% commercial at full buildout.
4. Has capacity for additional growth. The center has capacity for an estimated 1,352 additional persons and 281 additional jobs at full build out.
5. The center supports multimodal transportation (including pedestrians, bicycles, transit, and automobiles).

Chapter 3. Land Use

3.1 Introduction. The Ruby Creek Neighborhood is located near the intersection of Sidney Road SW and SW Sedgwick Road. Its boundaries are generally SR-16/Blackjack Creek to the east, Birch Road to the north, the City limits to the south, and a critical area complex to the west. The center is primarily designated as Commercial on the Comprehensive Plan land use map and contains commercial heavy (CH), Commercial Corridor (CC), Commercial Mixed Use (CMU), Downtown Mixed Use (DMU), and Greenbelt (GB) zones. The area is also subject to overlay district regulations which aim to implement the preferred alternative as depicted in the maps and figures in Chapter 2.

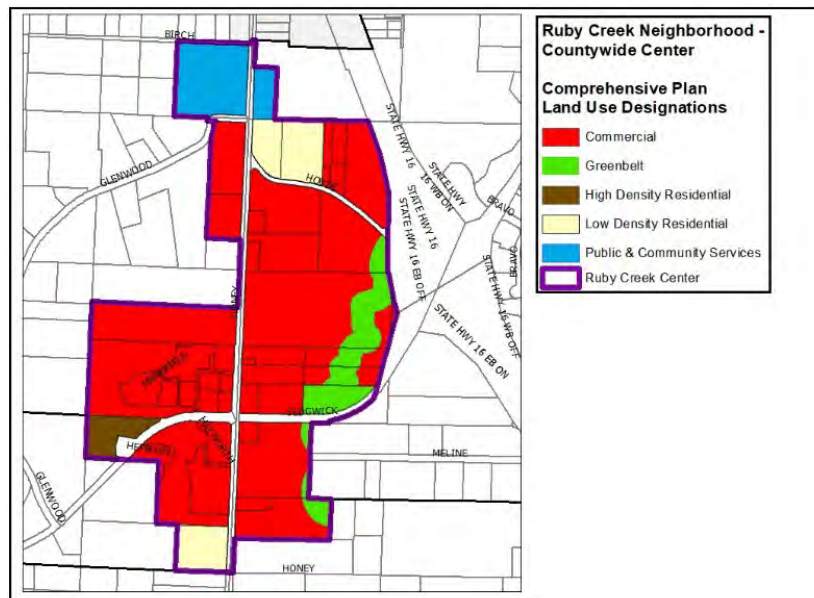


Figure 9: The Comprehensive Plan Land Use Designations for the Ruby Creek Center.

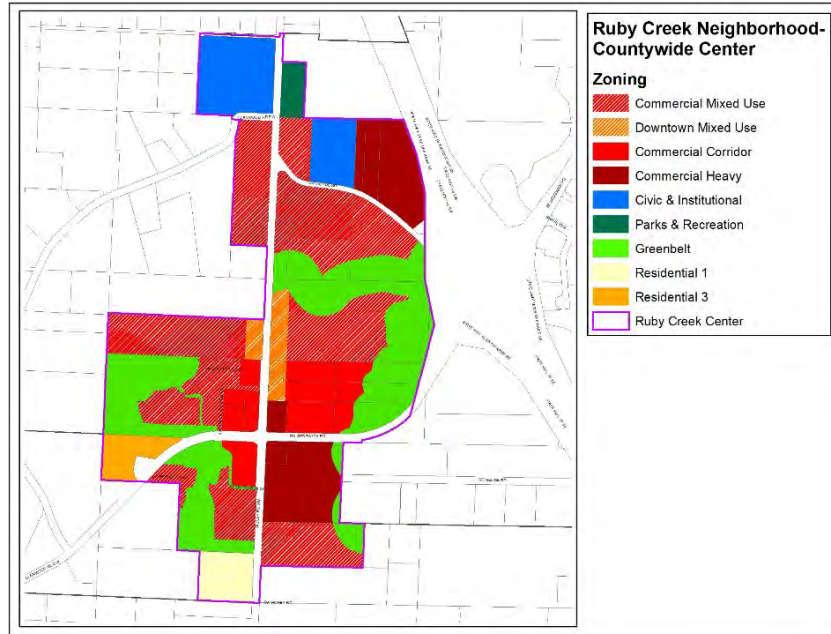


Figure 10: The Zoning Designations for the Ruby Creek Center.

As of the writing of this plan, there is an abundance of vacant and underutilized land within the center. Vacant and underutilized parcels are either zoned DMU, CMU or CC, depending on whether apartments are permitted outright in the absence of a commercial component within future buildings, and depending on the percentage of lot frontage along Sidney Road SW intended to be storefronts. The CMU zone allows apartments as a building type under POMC 20.32, whereas the CC and DMU zones do not. It is anticipated that large areas of the CMU zone will develop as apartments; however, commercial retail type uses are allowed and if constructed would be most likely to locate along the Sidney Road SW street frontage. The CC and DMU properties are intended for a “main street” development pattern, and have strict build-to-zone requirements to ensure that the Sidney Road SW corridor is developed with storefronts that are located close to the street. The DMU zone requires a higher percentage of the Sidney Road frontage to contain buildings, as compared to the CC zone. The GB zone is only applied along the streams, dedicated open space, and areas encumbered by flood plains.

3.2 Ruby Creek Center Land Area and Development Potential. The Ruby Creek Neighborhood measures 166.45 acres in land area. Of these 165.45 acres, critical areas (including wetlands and flood plains) associated with Blackjack Creek and Ruby Creek occupy approximately 52 acres, leaving approximately 70 acres of developed land and 45 acres of vacant or underutilized land.

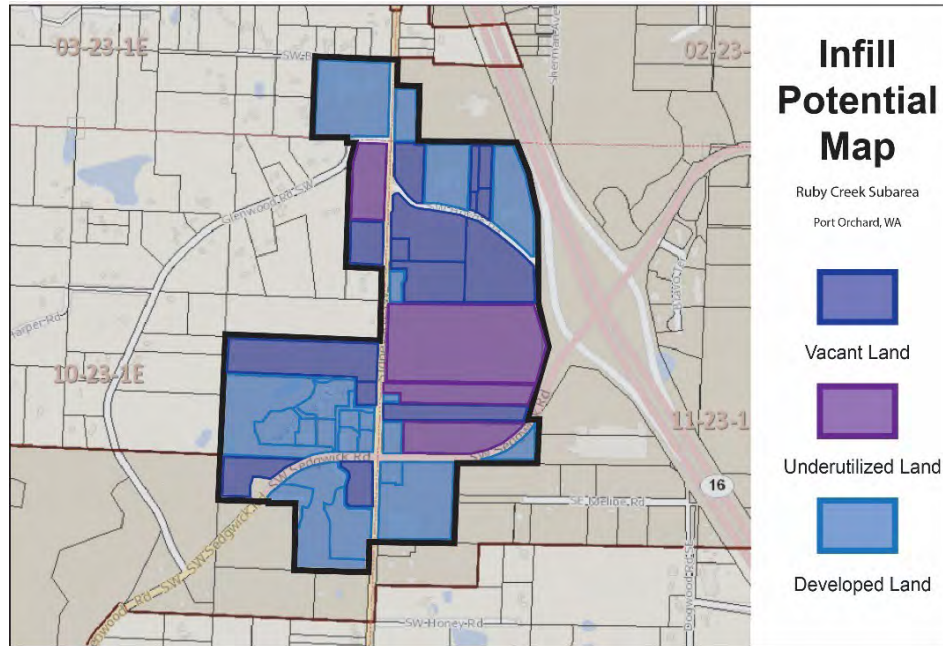


Figure 11: Infill Potential Map.

To further illustrate development potential in the Ruby Creek Neighborhood, the map below (Figure 12) has combined potential critical areas and zoning to illustrate how much land area is available for redevelopment. The vacant and underutilized parcels have been assigned letter designations based on current ownership groupings. Later in this plan, these letters as shown on this map will help to show the land capacity within the center for both employment and population. This map is not based on site visits or a critical areas delineation, and reporting and actual development potential may be more or less than what is shown here. In addition, the City’s critical areas code can allow buffer reductions through a variance, provided that these reductions are mitigated. Likewise, flood plain development requires flood elevation certificates to be prepared by a surveyor to certify that buildings are elevated to reduce flooding risk. The true development potential for any of these sites cannot be determined without preparing a critical areas report that meets the standards of the Port Orchard Municipal Code.

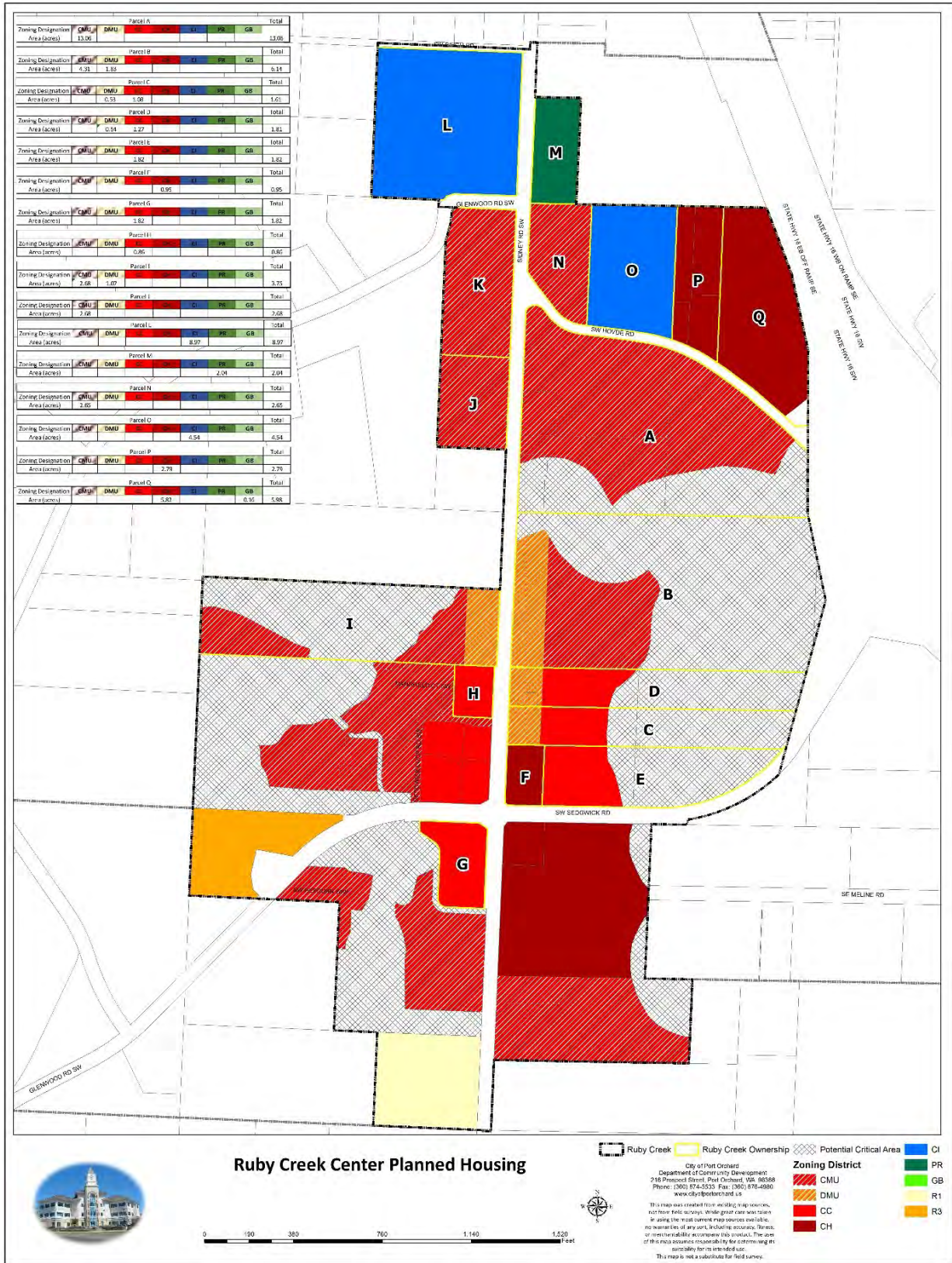


Figure 12: Estimated Developable Land Map.

3.3 Population and Employment.

As of June 24, 2020, the Ruby Creek Neighborhood contained 464 residents and 371 jobs. This equates to 5 activity units per acre under the PSRC Regional Centers Framework. Current population is accommodated in 232 existing apartments and 8 existing houses within the center. Current employment is provided in approximately 213,638 existing square feet of commercial space. The plan envisions adding 647 additional housing units and 100,400 additional square feet of commercial space. The expected future level of activity units equates to 14.82 activity units per acre, above the PSRC threshold of 10 activity units per acre.

$$(1,816 \text{ persons} + 652 \text{ jobs}) / 166.45 \text{ acres} = 14.82 \text{ activity units per acre}$$

Ruby Creek Center Population and Employment Capacity: With approximately 45 acres of vacant and underutilized, and unencumbered (critical area free) land remaining in the neighborhood, it is estimated that the total population and employment capacity in the center is 1,816 persons and 652 jobs. Actual growth will vary depending on a variety of factors, including whether the DMU and CC zones develop with single story shopfront buildings vs. mixed-use shop front buildings, and whether a park and ride facility occupies some of the land within the center.

Table 1: Activity Units – Population and Employment – Existing and Future	
Existing Population	464
Planned Population	1352
Total Population at Build Out	1816
Existing Employment	371
Planned Employment	281
Total Employment at Build Out	652
Existing % Activity Units Dedicated to Housing	56%
Planned % Activity Units Dedicated to Housing	73%

3.4 Land Use Goals for the Ruby Creek Neighborhood Center (these goals are in addition to existing goals found in other sections of the Comprehensive Plan):

Goal LU-1: Accommodate enough residential development in the Ruby Creek Countywide Center to ensure a thriving business district.

Policy LU-1: Allowed uses, building types, and height limits should accommodate at least 1,800 residents in the Ruby Creek Countywide Center.

Goal LU-2: Encourage the development of a Ruby Creek Central Business District along Sidney Ave SW, between SW Sedgwick Road and the Ruby Creek stream buffer.

Policy LU-2: Provide storefront uses on the ground floor in the form of a “Main Street” along Sidney Ave SW, between SW Sedgwick Road and Ruby Creek. Regulations for the Ruby Creek District shall ensure that buildings line the street without landscape setbacks and with pedestrian entrances oriented towards the street as shown in Figure 13 below:



Figure 13: Block Frontage Map for Ruby Creek Neighborhood (Core and South End).

Policy LU-3 Require a build-to-zone along the storefront area shown in Figure 13 in accordance with the DMU and CC zoning designations as shown on the Zoning Map (Figure 10), but provide exceptions for public plazas between buildings and at significant street corners.

Goal LU-3: Provide opportunities to extend the Ruby Creek “Main Street” feel between Ruby Creek and Hovde Road.

Policy LU-4: Provide greater flexibility in building types and land uses between Ruby Creek and Hovde Road using a commercial mixed-use zone and varied block frontage as shown on Figures 10 and 14.



Figure 14: Block Frontage Map North End.

Goal LU-4: Ensure that development in the Ruby Creek Neighborhood is attractive and provides variety and visual interest.

Policy LU-5: Designate high visibility street corners as defined in the City's design guidelines in strategic locations along the Sidney Road SW corridor and establish requirements in these locations to accentuate building or plaza design with special design features.

Policy LU-6: Require façade articulation when any proposed building exceeds 120 feet in length in the center.

Policy LU-7: Ensure that there is at least 60% facade transparency on the ground floor of single-story shopfront and mixed-use shopfront buildings with a Sidney Road SW facing facade.

Goal LU-5: Allow for the development of a park and ride transit facility within the center, provided that it be located at least 120 feet from the planned Sidney Road SW right of way (additional ROW needed for the Sidney Road SW project) and located behind future development sites as viewed from Sidney Road SW. See Figure 3.

Policy LU-8: Ensure that park and ride facilities are a permitted or conditional use in the CMU zone within the Ruby Creek Center.

Chapter 4. Housing.

4.1 Introduction. Existing housing in the Ruby Creek Neighborhood consists of two large existing apartment complexes built around 2013, and a handful of small farmstead type homes which are mostly vacant pending redevelopment. There are 232 apartment units and 8 houses in the Ruby Creek Center as of the writing of this plan. Dwelling units in the center contain about 1.9 residents per household (PSRC analysis). According to the Washington State Office of Financial Management, multifamily projects containing 5 or more units in Port Orchard contain on average 2.09 persons per household, whereas detached houses contain 2.68 persons per household. No other housing types currently exist in the center. There is a large single-family neighborhood (Stetson Heights) under development to the west of the Ruby Creek Center, containing 299 single-family residential lots with future phases planned. This project is eventually projected to contain 450 to 600 housing units. It is expected that residents of this neighborhood will regularly visit this center seeking goods and services. These single-family areas should be considered part of the neighborhood walkshed even if they are located outside of the center boundaries. There also exists rural large lot development just beyond the City boundary to the northwest and south. A population of a few hundred County residents could also be characterized as being part of this new neighborhood although rural roads make pedestrian access to the center difficult.

4.2 Ruby Creek Center Planned Housing. For planning purposes, most future housing expected within the subarea would occur in the CMU zone. This plan encourages development of mixed-use shopfront buildings in the DMU and CC zones which could contain a significant number of housing units. Estimated housing development is provided in Table 2 below, based on parcel characteristics as shown in Figure 12 in Section 3.2. The housing unit and population shown in table 2 is only an estimate and actual development yields may vary.

Table 2: Housing and Population Projections

Property Grouping (See figure 12)	Zoning	Total Acreage	Developable Acres (Estimated)	Projected New Housing Units	Estimated New Population (2.09 PPH) Per OFM 2020
A	CMU	18.5	13.06	235	491
B	DMU/CMU	19.49	6.14	100	209
C	DMU/CC	4.58	1.61	0	0
D	DMU/CC	4.79	1.81	0	0
E	CC	5.14	1.82	0	0
F	CH	0.95	0.95	0	0
G	CC	1.82	1.8	54	113
H	CC	0.86	0.86	0	0
I	DMU/CMU	9.67	3.75	45	94
J	CMU	2.68	2.68	25	52
K	CMU	4.24	4.24	108	226
L	CI	8.97	8.97	0	0
M	PR	2.04	2.04	0	0
N	CMU	2.65	2.65	80	167
O	CI	4.54	4.54	0	0
P	CH	2.79	2.79	0	0
Q	CH	5.82	5.82	0	0
Total				647	1352

4.3 Goals and Policies. (Additional goals and policies beyond those already in the Comprehensive Plan)

Goal H-1: Provide for a mix of housing types including but not limited to apartments (apartment buildings or apartments in a mixed-use shopfront building), townhomes, and live-work units.

Policy H-1: Ensure that the development regulations allow the development of the building types described in Goal H-1 in the center, pursuant to the Zoning Map in Figure 10.

Goal H-2: Provide housing serving a mix of income levels that may be owner occupied or rental housing.

Policy H-2: Offer 12-year multifamily tax exemptions throughout the center in support of affordable housing.

Chapter 5 Economic Development.

5.1 Introduction. The Ruby Creek Neighborhood Center currently contains a variety of businesses, goods, and services. The center is currently anchored by a 60,000+ square foot grocery store. A small strip mall, medical complex, and two gas stations also provide goods and services near the intersection of Sidney Road SW and SW Sedgwick Road. Non-residential square footage in the center is currently 213,638 square feet and supports 371 existing jobs. This figure includes an elementary school and a church. That equals 1 job per 575 square feet of nonresidential space in the center. The assumption for new commercial square footage in the center is 1 job per 300 square feet, as the expected uses would be retail, restaurant, and bars, which have a higher number of jobs per square foot of space compared to the existing uses in the center.

The Ruby Creek Center plan envisions the establishment of a new central business district along Sidney Road SW between the existing development at the intersection with SW Sedgwick Road and Ruby Creek. This new central business district is intended to take the form of a “Main Street” with shopfronts on the ground floor abutting yet to be constructed sidewalks. Parking is to be provided on-street along Sidney Road with supplemental parking behind or below these shop fronts, or as on-street parking on new yet to be developed public and/or private streets. It is critical to the success of a new business district to ensure that there are a sufficient number of dwellings within walking distance to support these businesses. This will lower parking demands and increase activity in the area. The minimum residential threshold for the Ruby Creek Neighborhood Center should be 1,800 residents within walking distance (1/2 mile) of the central business district. Nonmotorized improvements, transit, on- and off-street parking, gathering spaces, and an active streetscape will all contribute to a vibrant business district.

5.2 Ruby Creek Center Planned Employment. For planning purposes, most future employment expected within the sub area would occur in the CC, CH, and DMU zones. Some employment is expected in the CMU zones, but this is expected to be limited to jobs that support the leasing, recreation, and maintenance of multifamily housing. Expected employment per 1,000 square feet of future commercial square footage is shown in Table 3 below. The letters in the property group column correspond to the map (Figure 12) in section 3.2. The employment estimates shown in Table 3 below is only an estimate and actual development yields may vary.

Table 3: Square Footage and Employment Projections

Property Grouping	Zoning	Total Acreage	Developable Acres (Estimated)	Acreage Designated CC, DMU, CH	Expected New Commercial Square Footage	New Jobs (1 Job Per 300 square feet)
A	CMU	18.5	13.06	0	1500	5
B	DMU/CMU	19.49	6.14	1.83	15500	52
C	DMU/CC	4.58	1.61	1.61	5800	19
D	DMU/CC	4.79	1.81	1.81	6200	21
E	CC	5.14	1.82	1.82	0	0
F	CH	0.95	0.95	0.95	0	0
G	CC	1.82	1.8	1.8	5000	17
H	CC	0.86	0.86	0.86	9000	30
I	DMU/CMU	9.67	3.75	1.07	14900	50
J	CMU	2.68	2.68	0	0	0
K	CMU	4.24	4.24	0	1500	5
L	CI	8.97	8.97	0	0	0
M	PR	2.04	2.04	0	0	0
N	CMU	2.65	2.65	0	1000	3
O	CI	4.54	4.54	0	0	0
P	CH	2.79	2.79	2.79	40000	80
Q	CH	5.82	5.82	5.82	0	0
Total		99.53	65.53	20.36	100,400	281

Total employment in the Ruby Creek Neighborhood Center is projected to be 652 (371 existing + 281 new) jobs once the center is fully developed.

5.3 Goals and Policies.

Goal ED-1: Provide zoning for ground floor shopfront development and retail, service, restaurant, and other compatible uses along Sidney Road SW.

Policy ED-1. Require ground floor shopfront development along Sidney Road SW from SW Sedgwick Road north to Ruby Creek, through either single-story shopfront or mixed-use shopfront building types.

Policy ED-2. Allow ground floor shopfront development along Sidney Road SW and SW Sedgwick Road.

Policy ED-3. Allow residential uses above shopfront development where shopfront development is required.

Policy ED-4: Encourage mixed-use shopfronts on CC zoned properties by offering multifamily tax exemptions for the multifamily portion of the project.

Goal ED-2: Ensure that uses which are not compatible with building a walkable neighborhood center are prohibited.

Policy ED-5. Prohibit additional drive through businesses, gas stations, storage facilities, or other commercial uses that don't contribute to a walkable neighborhood center.

Chapter 6 Parks.

6.1 Introduction. It is critical to consider the availability of parks and recreational amenities when planning countywide centers. Parks provide a gathering place for neighborhood residents, and recreational facilities contribute to public health and provide connections within the neighborhood. Within the existing apartment complexes in the Ruby Creek Center there are private park and recreation facilities maintained by the apartment owners. This type of private open space is required for all development per the design standards found in the City's municipal code. No public parks currently exist in the center, although there are school recreation facilities at Sidney Glen Elementary School consisting of grass fields, covered basketball hoops, and playground equipment. There are also two Little League baseball fields on property located in the north end of the center along Sidney Ave SW, which is owned by the Kitsap County Parks and Recreation Department and leased to the South Kitsap Western Little League. The development of public parks and recreation facilities in the Ruby Creek Center is critical to developing a successful neighborhood center.

The preferred alternative depicts a public park to be constructed to the southwest of the confluence of Blackjack Creek and Ruby Creek. This proposed park plans to use pockets of developable land, critical area buffers, and floodplain areas to provide recreational amenities. Amenities would include parking, restrooms, playground equipment, walking paths along and over Ruby Creek via a pedestrian bridge, and other public amenities. Due to the degraded nature of these critical areas and flood plains, and the desire to provide public access (walking paths) along and across Ruby Creek, it is expected that critical areas variances will be needed to allow for park construction. Any variance will require significant habitat restoration and enhancement. All active recreation and parking areas will be constructed outside of critical areas but walking paths and a pedestrian bridge would be constructed within these buffers. Due to the significant opportunities to complete restoration work, it is expected that the park would include a landscape that is adaptive to flooding and that significant education and interpretive opportunities could occur in the park. For more information on this planned park, please see the City's Parks, Recreation and Open Space Plan.

Goal P-1: Encourage the development of a public neighborhood park in the Ruby Creek Neighborhood.

Policy P-1: The neighborhood park should incorporate natural or environmental features.

Policy P-2: Provide walking paths along Ruby and/or Blackjack Creeks and (a) pedestrian crossing(s).

Goal P-2: Encourage the development of public plazas and other gathering spaces along Sidney Road SW.

Policy P-3: Designate significant street corners on the block frontage standard maps as shown on Figures 13 and 14 to encourage the development of public gathering spaces along the central business district corridor.

Policy P4: Provide extra sidewalk width in the central business district as part of the Sidney Road SW road section.

Goal P-3: Provide recreational paths and trails, public and private sidewalks, and public bike lanes and paths within the center.

Policy P-5: Provide bicycle lanes on Sidney Road SW through the center.

Policy P-6: Ensure that sidewalks are constructed along all public and private roads within the center.

Chapter 7 Natural Systems.

7.1 Introduction. The Ruby Creek Center and the lands adjacent to the center contain critically important habitats, especially creeks and wetlands. Blackjack Creek runs along the eastern boundary of the center. Ruby Creek, an important tributary to Blackjack Creek, flows through the center and crosses under Sidney Road SW. This watershed is a critical habitat to a variety of species including summer and fall Chum Salmon, Coho and Chinook Salmon, Steelhead, and Cutthroat. Of these species, Steelhead are currently listed under the endangered species act. Fish barriers exist along both Blackjack and Ruby Creek. WSDOT has plans to replace the partial barrier located under SR-16. The City is seeking grant funding to replace the Ruby Creek culvert under Sidney Road SW. Sidney Road currently lacks pedestrian improvements and will likely need to be widened. This widening will likely require some mitigation for impacts to the Ruby Creek corridor which could occur in conjunction with the park project described in Chapter 7. Although the Ruby Creek Center is planned as urban development, it is critical to take a sensitive approach to design to ensure compatibility between new development and these natural features.

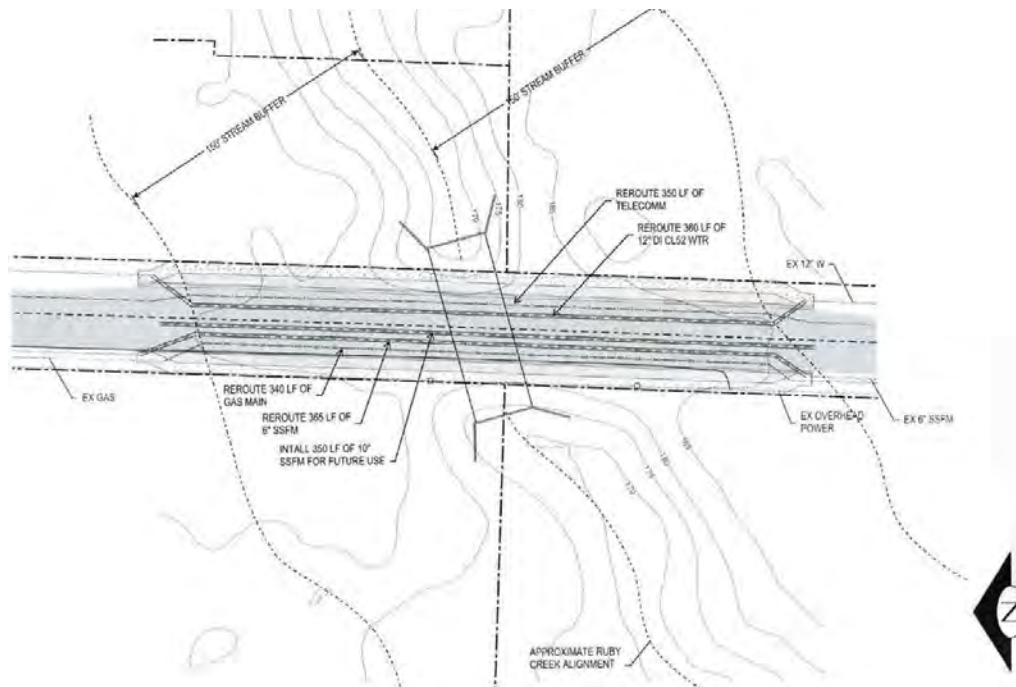


Figure 15: The City has developed preliminary culvert replacement plans for the Ruby Creek culvert under Sidney Road SW and is seeking grant funding for this project.

7.2 Goals and Policies. (Additional Goals beyond those already in the Comprehensive Plan).

Goal NS-1: Encourage the protection of Ruby and Blackjack Creeks and provide educational and interpretive opportunities to residents about the critical functions that these features serve.

Policy NS-1: Provide wildlife viewing areas and interpretive signage.

Policy NS-2: Ensure that wetland buffers and fish and wildlife habitat buffers are provided consistent with critical areas regulations.

Policy NS-3: Ensure that minimum flood plain elevations are observed.

Goal NS-2: Ensure that all critical habitats, especially anadromous fish habitats in the Ruby Creek Neighborhood, are protected, restored, and enhanced.

Policy NS-4: Seek opportunities to enhance and restore wetlands, streams, and buffers in the Ruby Creek Neighborhood.

Policy NS-5: Provide for extensive use of low impact development in project and street design.

Policy NS-6: Remove City owned fish passage barriers within the subarea.

Goal NS-3: Allow for the development of low impact walking paths and trails along Ruby Creek and Blackjack Creek to encourage protection, education, and stewardship.

Policy NS-7: Permit walkway, trail, and pedestrian bridge construction, provided that habitat mitigation is provided in accordance with the critical areas code.

7.3 Natural Systems Project List. The following are projects to improve natural systems that have been identified for completion within the subarea:

Table 4: Natural Systems Project List			
Project Name	Agency	Project Cost	Funding Source
SR-16 Blackjack Creek Culvert Replacement	WSDOT	11,200,000	State
Sidney Road SW Ruby Creek Culvert Replacement	City of Port Orchard	\$1,800,000	Grant/Stormwater Utility
Blackjack/Ruby Creek Stream and Floodplain Restoration	City of Port Orchard	\$500,000	Grant/Parks Impact Fees

Chapter 8 Utilities.

8.1 Introduction. The Ruby Creek Center is served by City water, sanitary sewer, and stormwater, Puget Sound Energy (electric and gas), Comcast, Wave, Century Link, and KPUD (cable, phone, and/or internet). Significant utility upgrades are required to support the development and buildout of the Ruby Creek Center. Water source and storage, sewer lift station, force main, and gravity main improvements, stormwater improvements, and extension of underground power, gas, and telecommunication infrastructure are all necessary to support development.

Although the City’s water and sewer system plans will contain the most up to date information, several projects are currently identified to support the level of development identified in this plan. Those projects are listed in Table 5. Some of the projects listed in Table 5 have their locations indicated on Figures 4, 6, or 8. Other projects may be located outside of the center boundary but are needed to support center build out.

Table 5: Utilities Project List		
Water/Sewer	Project Name	Project Description
Water	Well 13	Well 13 increases available water source in the 390 pressure zone.
Water	390 Booster Pump	Some areas in the 390 zone (outside of the Ruby Creek Area) could see pressures below the minimum 30 PSI if additional connections in the 390 zone are made. A booster pump will increase pressure to these properties.

Sewer	Albertson's Lift Station Capacity Upgrades	The wet well at the Albertsons lift station is undersized for anticipated development.
Sewer	North Ruby Creek Lift Station	A sewer lift station is needed to support growth in the sub area to the north of Ruby Creek.
Sewer	South Ruby Creek Lift Station	A second South Ruby Creek lift station may be needed if the Albertson's lift station cannot be upgraded sufficiently. This project would support growth in the center and west of the center and south of Ruby Creek.
Sewer	Sidney Road SW Second Force Main	A second sewer force main will be needed to support the full buildout of the Ruby Creek Neighborhood Center running from the Albertson's lift station to the Cedar Heights Lift Station.
Electric PSE	Sidney Ave undergrounding and transmission relocation	Underground distribution and service lines and move transmission poles (Schedule 74).

Goal U-1: Encourage a comprehensive and collaborative approach between the City and developers to improving utility systems in the Ruby Creek basin.

Policy U-1: The City should facilitate meetings between private developers and encourage the use of all legally available financing mechanisms for building out utilities in the center.

Policy U-2: The City's water, sewer, and stormwater system plans should identify needed improvements in the center and determine which projects are in support of development vs. projects needed to correct existing deficiencies.

Policy U-3: The City should ensure the costs and benefits for system improvements are equitable between all landowners and existing rate payers.

Goal U-2: Ensure that adequate operational water supply and fire flow are available to support development in the Ruby Creek Center.

Policy U-4: Provide employment and population assumptions for the center as contained in this plan to the City's water system manager for inclusion in the next water system plan update.

Goal U-3: Ensure that sanitary sewer facilities are available to support development in the Ruby Creek Center.

Policy U-5: Secure the needed property and/or easements to expand the Albertson's lift station, or, identify a site for a new sewer lift station in the center.

Policy U-6: Extend gravity sewers throughout the center to support development.

Policy U-7: Ensure the sanitary sewer force main leaving the center is adequately sized for full build out of the center.

Goal U-4: Ensure that adequate stormwater facilities exist to serve the public streets and sidewalks in the Ruby Creek Center.

Policy U-8: Build low impact development (LID) stormwater facilities to manage stormwater created by new public and private streets within the center.



Figure 16: Low Impact Development Stormwater Management Techniques incorporated into street design. This sort of design is encouraged in the Ruby Creek neighborhood.

Goal U-5: Ensure that telecommunication facilities are adequate to support 21st century users.

Policy U-9: Ensure that KPUD has access to trenches as roads and utilities are installed.

Policy U-10: Provide for integration of 5G wireless facilities in the streetscape along Sidney Road SW.

Chapter 10 Transportation.

10.1 Introduction. The Ruby Creek Center is established along the Sidney Road SW corridor near the intersection of SW Sedgwick Road. Historically, Sidney Road SW was a primary north-south route through Kitsap County connecting Purdy and Gig Harbor to the south with Port Orchard (Town of Sidney). This road's role was changed with the construction of SR-16. Access to SR-16 and SR-160 is provided at an interchange to the southeast of the Center. Kitsap Transit provides transit service to the center and is evaluating the possibility of a park and ride in or near the center. SR-160 provides access to the Southworth Ferry Terminal, with ferry service continuing on to Vashon Island, West Seattle, and Downtown Seattle via WSDOT and Kitsap Transit Ferries. As part of center development, improvements are envisioned for both Sidney Road SW and SW Sedgwick Road along with other new public or private roads.

Sidney Road SW is classified as a Minor Arterial. Pursuant to the City's Public Works and Engineering Standards, Sidney is planned to be improved as a complete street through the center. To achieve Countywide Center requirements, the standard road section has been modified to ensure wider

sidewalks, required bicycle lanes, and low impact development landscape treatments. The Sidney Road section in the “main street” core of the center is designed to slow traffic, facilitating a safe walking and shopping environment as well as street parking. The Sidney Road SW streetscape is a critical public infrastructure facility required to transport this neighborhood into a Countywide Center. The Sidney Road SW section drawings are shown in Figures 17, 18, and 19.

SW Sedgwick Road is classified as a Principal Arterial. Pursuant to the City’s public works and engineering standards, SW Sedgwick Road is planned to be improved as a complete street that provides access to the Ruby Creek neighborhood and allows significant throughput. This road is significantly constrained due to critical areas between Sidney Road SW and SR-16, and experiences regular backups. Widening this road may require some sacrifices such as sidewalks on one side of the roadway to ensure that critical environments are protected. To the west of Sidney Road SW, a developer plans to install a non-motorized pedestrian pathway along the north side of SW Sedgwick Road west to the city boundary to provide access to a single-family residential development to the west of the Ruby Creek Neighborhood.

Although the City will not be making improvements to the SR-16/SR 160 interchange, it is important encourage the state to make improvements to this facility. Improved access to these state highways from the Ruby Creek Center will be needed as the City grows.

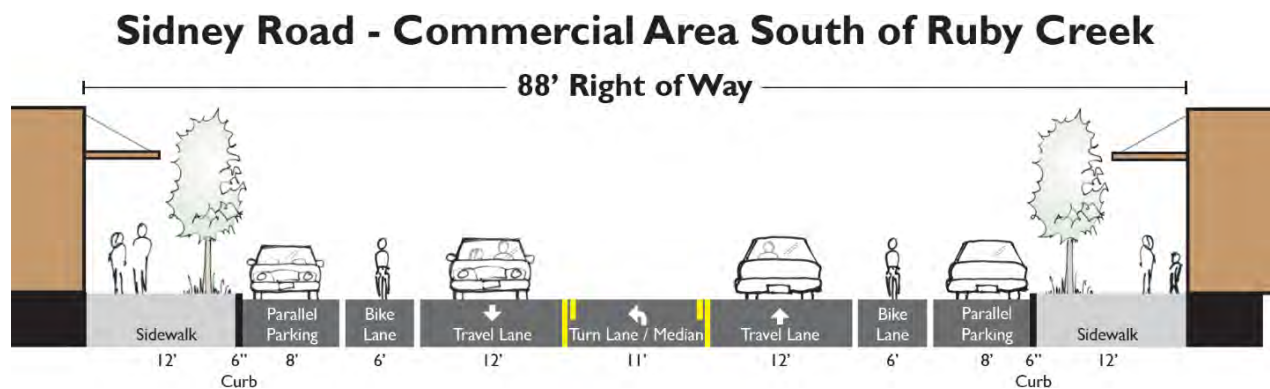


Figure 17: Sidney Road SW – Storefront Road Section. This road section corresponds with the section of Sidney Road SW designated as a storefront street in Figure 13.

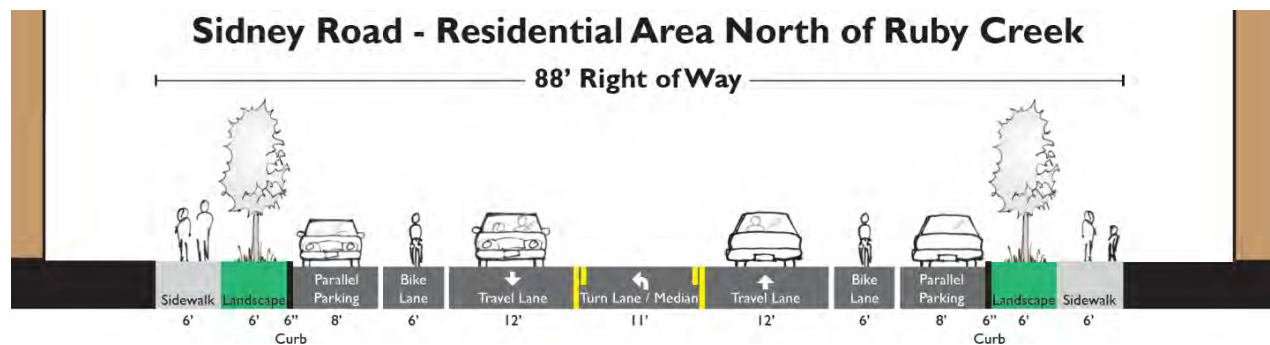


Figure 18: Sidney Road SW. This road section would be used in the center to the north of the Ruby Creek crossing.

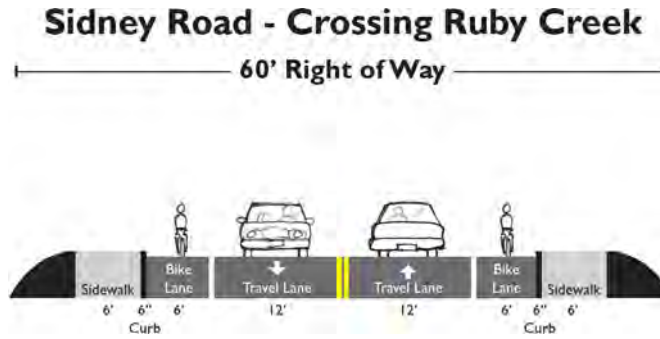


Figure 19: Sidney Road SW. Where Sidney Road SW crosses Ruby Creek, the road will narrow and taper to the above standard. This will minimize impacts to Ruby Creek while providing for nonmotorized connectivity. This section requires culvert replacement.

Goal T-1: Improve Sidney Road SW between SW Sedgwick Road and Hovde Road generally in accordance with Figures 17, 18, and 19 above, with center medians generally placed in accordance with the site plans in Figures 1, 4, 6, and 8.

Policy T-1: Provide pedestrian crossings across Sidney Road SW at regular intervals through the corridor.

Policy T-2: Ensure that driveways and roads to the north and south of Ruby Creek are aligned across Sidney Road SW to facilitate safe pedestrian crossings of Sidney Road SW.



Figure 20: Align driveways to facilitate pedestrian crossings throughout the Sidney Road SW corridor.

Policy T-3: Provide on street parking through the center along Sidney Road SW.

Policy T-4: Minimize pedestrian crossing distances through the corridor using bulb-outs.

Policy T-5: Design Sidney Road SW in a way to reduce vehicle speed and increased pedestrian safety.

Policy T-6: Integrate urban low impact development stormwater management features in the roadway design, including landscaped infiltration galleries between the on-street parking lanes and sidewalks. Ensure that the infiltration galleries allow ample opportunities for access between parking areas and sidewalk. (See Figure 16.)

Goal T-2: Improve SW Sedgwick Road between Sidney Road SW and SR-16 to ensure that traffic can flow freely through this constrained road segment.

Policy: T-7: Continue to work with and lobby WSDOT to improve SR-160 and the interchange at SR-160 and SR-16.

Policy: T-8: Improve SW Sedgwick Road as a complete street and add additional lanes if warranted. (SW Sedgwick Road should be evaluated to determine whether widening is warranted or whether the deficiency in this corridor is caused by WSDOT facilities.)

Goal T-3: Improve connectivity between the Ruby Creek Neighborhood and areas to the north, including SW Berry Lake Road, Cedar Heights Middle School, and the Tremont Street corridor.

Policy T-9: Coordinate City improvements to Sidney Road SW between Tremont Street and SW Sedgwick Road with intersection improvements at Berry Lake Road, to enhance pedestrian and bicycle connectivity and safety throughout this north-south corridor.

Goal T-4: Discourage private surface parking lots in favor of on-street parking, under building parking, and structured parking.

Policy T-10 Consider offering multifamily tax exemptions to projects that do not use surface parking lots.

Policy T-11: Provide an exemption to surface parking standards for parks and park and ride facilities.

Goal T-5: Encourage the development of storefronts along the frontage of Sidney road SW.

Policy T-12: Designate Sidney Road SW as “storefront block frontage” in the city’s design standards and require a build-to-zone along this frontage.

Goal T-6: Support expanded and more frequent transit service in the Ruby Creek Center.

Policy T-13: Adjust transit stop locations for maximum convenience as Sidney Road SW corridor develops.



5 Sidney			
Weekday			
FROM	TO	EVERY	RUNTIME
06:30	17:30	60 min	25.0 min
Saturday			
FROM	TO	EVERY	RUNTIME
10:00	17:00	60 min	25.0 min
Sunday			
FROM	TO	EVERY	RUNTIME
00:00	00:00	0 min	0.0 min

Figures 21 and 22: Kitsap Transit map and schedule showing current Route 5 location, stops, and frequency.

Policy T-14: Support the development of a park and ride in or near the Ruby Creek Center.

Policy T-15: Support increased transit frequency for transit service in the Ruby Creek Center.

Goal T-7: Support bicycle infrastructure and provide bicycle amenities in the Ruby Creek Center.

Policy T-16: Provide bike lanes or grade separated pathways running east/west and north/south through the Ruby Creek Center. These may be in the SW Sedgwick Road and Sidney Road SW right of way or running parallel to the ROW.

Policy T-17: Ensure that bicycle parking is provided in the Ruby Creek Center.

Goal T-8: Provide pedestrian Infrastructure throughout the Ruby Creek Center.

Policy T-18: Ensure that existing and proposed streets in the Ruby Creek Center are constructed with sidewalks on both sides of the street and landscape strips for pedestrian vehicle separation.

Policy T-19: Provide pedestrian connectivity between and within development projects in addition to that which is provided along public and private streets.

Goal T-9: Provide safe multimodal access to the schools located along Sidney Road SW and Pottery.

Policy T-20: Ensure that sidewalks are provided between the center and Sidney Glen Elementary School and to Cedar Heights Elementary School.

Goal T-10: Coordinate electrical transmission and power pole relocation and undergrounding with road projects on Sidney Rd SW.

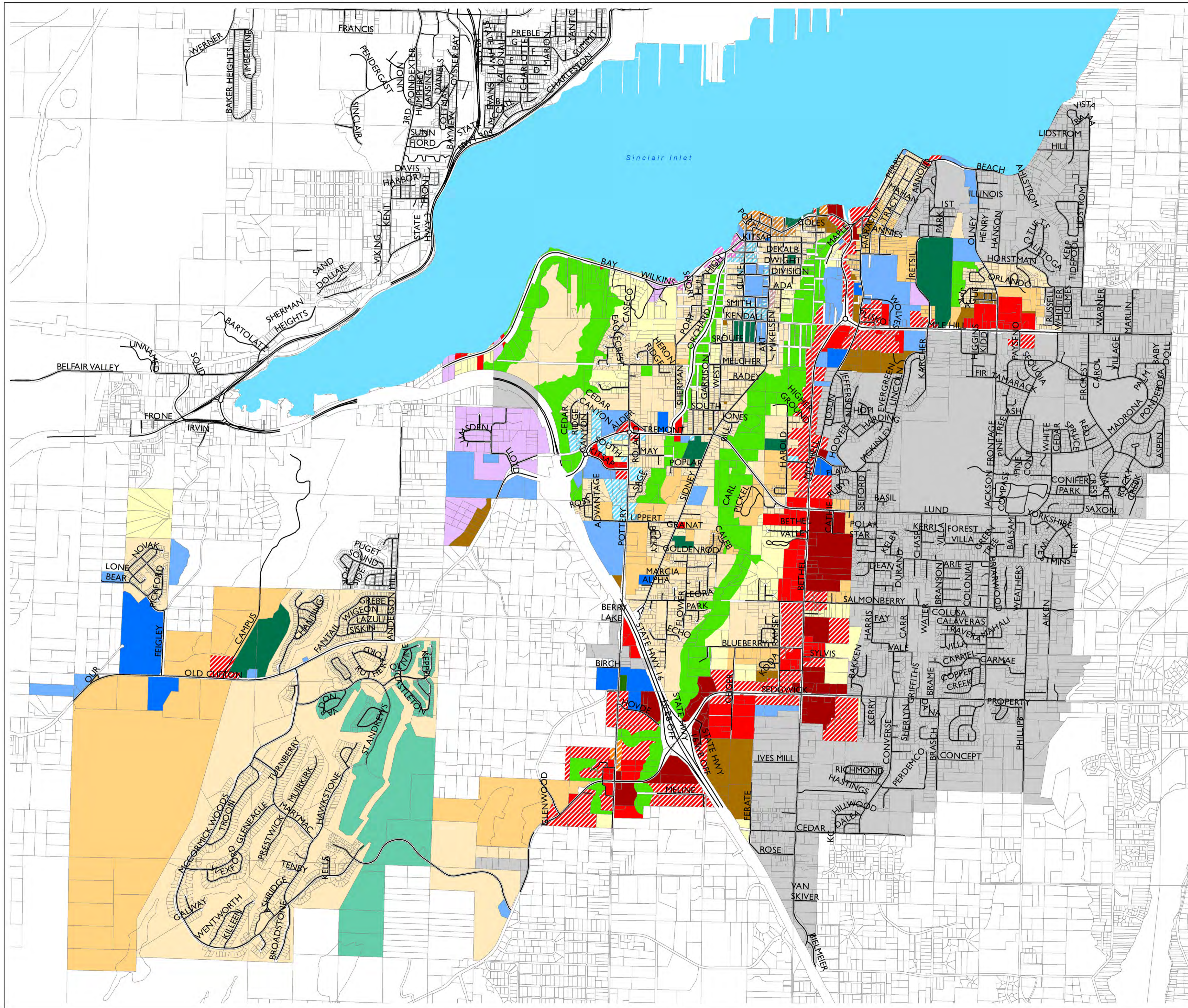
Policy T-21: Undergrounding of powerline distribution and service should be required through the storefront section of the Sidney Road SW corridor. Undergrounding of transmission lines in the storefront section is encouraged if feasible.

Goal T-11: Evaluate options for pedestrian and bicycle safety improvements in the vicinity of Sidney Glen Elementary school, to ensure safe walking and bicycling conditions, safe and efficient pickup and drop-off for students, and safe vehicle turning movements at intersections.

Policy T-22: As part of a future Sidney Road SW corridor project, ensure that pedestrian and bicycle safety and access improvements are made at the intersection of SW Birch Road and Sidney Road SW.



CITY OF PORT ORCHARD 2020 ZONING MAP



- BPMU
- CC
- CH
- CI
- CMU
- DMU
- GB
- GMU
- LI
- NMU
- PF
- PR
- R1
- R2
- R3
- R4
- R6

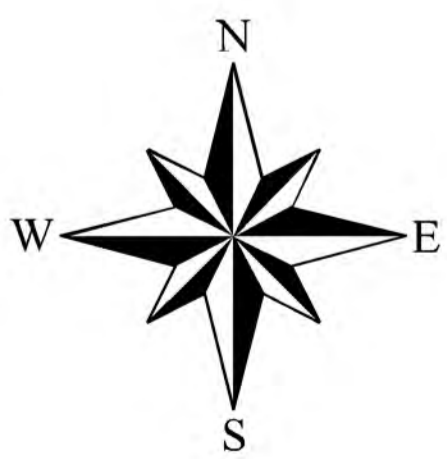
Urban Growth Area
 Port Orchard UGA



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City of Port Orchard Official Zoning Map as adopted by Ordinance 07-03 on 11/11/2007.
 Robert Potanovus, Mayor
 ATTEST:
 Brandy Rensness, MMC, City Clerk
 APPROVED AS TO FORM:
 Charlotte A. Archer, City Attorney
 Sponsored by:
 Scott Usener, Councilmember
 PUBLISHED: 11/11/2007
 EFFECTIVE DATE: 11/11/2007
 The official signed Zoning Map may be viewed at the City Clerk's office.



Date Saved: 8/4/2020 3:33:50 PM



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: Adoption of a Resolution Repealing
Resolution 056-17 and Adopting Updated
Procurement Policies and Procedures

Meeting Date: September 22, 2020
Prepared by: Noah Crocker
Finance Director
Atty Routing No.: Finance-Matter 7
Atty Review Date: September 17, 2020

Summary: On April 11, 2017, Council adopted Procurement Policies and Procedures for City procurement. On October 10, 2017, by Resolution 056-17 the City Council amended the Procurement Policies and Procedures, which set forth relevant standards of conduct and written procedures for procurement in accordance with local, state, and federal regulations.

The Procurement Policies and Procedures need to be updated to reflect changes to Public Works procurement thresholds for Washington, as established by Engrossed Substitute Senate Bill 5418. This bill has increased bidding thresholds for Public Works and Limited Public Works. The attached resolution amends the Procurement Policies and Procedures to set the public works bidding thresholds consistent with state law.

Recommendation: Approve the Resolution to repeal Resolution 056-17 and adopt the revised Procurement Policies and Procedures as presented.

Relationship to Comprehensive Plan: N/A

Motion for consideration: I move to adopt a Resolution repealing Resolution No. 056-17 and adopting the revised Procurement Policies and Procedures, as presented.

Fiscal Impact: N/A

Alternatives: Not approve and provide staff with direction.

Attachments: Resolution and red-line Procurement Policy.

RESOLUTION NO. ____

A RESOLUTION OF THE CITY OF PORT ORCHARD, WASHINGTON, REPEALING RESOLUTION 056-17 AND ADOPTING AMENDED CITY PROCUREMENT POLICIES AND PROCEDURES.

WHEREAS, on April 11, 2017, the Port Orchard City Council adopted the City's official procurement policies and procedures developed by City staff, which establishes appropriate procurement policies and procedures for all forms of procurement, including procurement authority limits; ensures that bid laws are adhered to; and safeguards the City's assets from unauthorized expenditures; and

WHEREAS, on October 10, 2017, the Port Orchard City Council adopted amended procurement policies and procedures that provided clarification and verbiage to reflect the City's change in class to a code city; and

WHEREAS, the procurement policies need to be updated to reflect Washington Engrossed Substitute Senate Bill 5418, which updated Public Works bidding thresholds and procedures, 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: Resolution No. 056-17 is hereby repealed in its entirety.

THAT: The Procurement Policies and Procedures attached hereto as Exhibit A are hereby approved and adopted as the City's official procurement policies and procedures.

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

PASSED by the City Council of the City of Port Orchard, SIGNED by the Mayor and attested by the City Clerk in authentication of such passage this 22nd day of September 2020.

Robert Putaansuu, Mayor

ATTEST:

Brandy Rinearson, MMC, City Clerk



CITY OF PORT ORCHARD

Procurement Policies & Procedures

216 Prospect Street
Port Orchard, WA 98366
www.cityofportorchard.us

Revised 8/31/8/2172020

Procurement Policies & Procedures

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1.0 Purpose of the Policy

This Policy establishes guidelines for employees when purchasing goods, equipment, supplies and materials, public works projects, architecture, engineering, landscape architecture, surveying services, personal services, purchased services and contracting for services. The procedures set forth in this manual are designed to assure the citizens and elected officials that the City of Port Orchard is receiving maximum value for each tax and utility dollar expended and ensure fiscal responsibility in the procurement process, while assuring compliance with State, Federal, and City regulations and rules.

This policy is dated March 31, 2017 and supersedes all purchasing directives. All references to the Revised Code of Washington (RCW), Federal Code, and/or City Ordinances, Resolutions, and personnel policies shall be incorporated as part of this policy including all future amendments.

2.0 Definitions

"Architectural services" means services rendered by any person, other than a city employee, to perform activities within the scope of the professional practice of architecture (RCW 18.08), professional practice of engineering and land surveying (RCW 18.43), and/or professional practice of landscape architecture (RCW 18.96).

"Bid splitting" means breaking a public works project or purchase of equipment, materials, or supplies into units. The city may not break a public works project into units to avoid compliance with bidding statutes. RCW 35.23.352.

"Change order" means the authority to change the scope of service, time, and/or the amount of a contract.

"Contract" means a contract in writing for the execution of a fixed or determinable amount duly awarded after advertisement and competitive bid, or a contract awarded under the small works roster process in RCW 39.04.155.

"Emergency" means unforeseen circumstances beyond the control of the municipality that either: (a) Present a real, immediate threat to the proper performance of essential functions; or (b) will likely result in material loss or damage to property, bodily injury, or loss of life if immediate action is not taken. RCW 39.04.280.

"Formal competitive bid" is the process of advertising and receiving sealed written bids from prospective vendors. The lowest responsible bidder is selected and awarded the contract. This is for largest and most complex contracts and purchases that reach the defined amounts.

"Informal competition" is the process of using the small public works roster or vendor list. This is for medium sized purchases and contracts up to a certain amount.

"Interlocal agreement" is an agreement in which the city exercises its governmental powers in a joint or cooperative undertaking with another public agency.

"Landscape architecture," as defined in RCW 18.96.030, means the rendering of professional services in connection with consultations, investigations, reconnaissance, research, planning, design, construction document preparation, construction administration, or teaching supervision in connection with the development of land areas where, and to the extent that, the dominant purpose of such services is the

preservation, enhancement, or determination of proper land uses, natural land features, ground cover and planting, naturalistic and aesthetic values, the settings and approaches to structures or other improvements, or natural drainage and erosion control. This practice includes the location, design, and arrangement of such tangible objects as pools, walls, steps, trellises, canopies, and such features as are incidental and necessary to the purposes in this chapter. Landscape architecture involves the design and arrangement of land forms and the development of outdoor space including, but not limited to, the design of public parks, trails, playgrounds, cemeteries, home and school grounds, and the development of industrial and recreational sites.

“Minimal Competition” means there is no requirement to seek multiple quotes below the established threshold, and competitive bidding is not required. Price quotes may be obtained from vendors that are obtained using a variety of mediums such as phone, fax, e-mail, or writing. If the department seeks quotes, the results should be documented. This is typically used for small contracts and purchases to a certain amount.

“Ordinary maintenance” is work not performed by contract and that is performed on a regularly scheduled basis (e.g. daily, weekly, seasonally, semiannually, but not less frequently than once per year), to service, check or replace items that are not broken; or work not performed by contract that is not regularly scheduled but is required to maintain the asset so that repair does not become necessary.

“Personal Services” are services that involve technical expertise provided by a consultant to accomplish a specific study, project, task, or other work statement, not including architecture and engineering. Examples include Graphic Design, Advertising, Consulting, Attorneys and Real Estate Services.

“Piggybacking” means the use of other governmental agencies’ purchasing contracts without going out for a formal competitive bid, as the other agency has already done it.

"Practice of architecture," as defined in RCW 18.08.320, means the rendering of services in connection with the art and science of building design for construction of any structure or grouping of structures and the use of space within and surrounding the structures or the design for construction of alterations or additions to the structures, including but not specifically limited to predesign services, schematic design, design development, preparation of construction contract documents, and administration of the construction contract.

“Procurement Officer” is the public works employee designated as the purchasing agent for public works procurements. The officer ensures that the department secures the best products and services within the bid specifications consistent with City policy, federal regulations and state statute.

"Professional engineer," as defined in RCW 18.43.020, means a person who, by reason of his or her special knowledge of the mathematical and physical sciences and the principles and methods of engineering analysis and design, acquired by professional education and practical experience, is qualified to practice engineering as defined in this section, as attested by his or her legal registration as a professional engineer.

“Professional land surveyor," as defined in RCW 18.43.020, means a person who, by reason of his or her special knowledge of the mathematical and physical sciences and principles and practices of land surveying, which is acquired by professional education and practical experience, is qualified to practice land surveying and as attested to by his or her legal registration as a professional land surveyor.

"Public work," as defined in RCW 39.04.010, means all work, construction, alteration, repair, or improvement other than ordinary maintenance executed at the cost of the city or which is by law a lien or charge on any city property. Public works projects include the related materials, supplies, and equipment to complete the project.

"Purchased Service" is a service provided by vendors for routine, necessary, and continuing functions of a local agency, mostly related to physical work.

"Purchase Order" is a document which authorizes the delivery of specified merchandise or the rendering of certain services and the marking of a charge for them. The City of Port Orchard is guaranteeing payment when a purchase order is provided to a vendor.

"Purchasing Agent" as designated in Resolution No. 1086 means the City Clerk who is authorized to execute requests for performance bonds, vouchers involving disbursement of funds, routine purchase orders, and routine correspondence on behalf of the City.

"Request for Proposal (RFP)" means a process that requests interested firms to submit a statement of their proposal for completing a project. Proposals are evaluated based upon the suitability, practicality, quality of the proposal and experience and cost.

"Small Works Roster" is a roster of qualified contractors who can bid for an eligible project below \$300,000. RCW 39.04.155 establishes the requirements for small works roster contracts.

"Sole Source Supplier" occurs when competition among potential vendors is not possible for a particular procurement. If a purchase is clearly and legitimately limited to a single supplier, sole source procurement is appropriate. These situations often arise when an agency has specific technological requirements.

3.0 General Provisions

Budget Sufficiency

Each Department Director must ensure that purchases are initiated only when the departmental budget is sufficient to cover the anticipated cost. Expenditures that exceed departmental appropriations require a budget amendment approved by City Council. Requests for budget amendments must be submitted in writing, see Exhibit 1, and shall be forwarded to the Mayor and City Treasurer prior to seeking approval from the City Council.

Financing

Consistent with Resolution No. 022-12 Finance Policies, the City may finance capital equipment, vehicles, land, or infrastructure improvements. Financing recommendations shall be the responsibility of the Finance Director. Financing instruments or structures require authorization consistent with City practices and procedures prior to entering into any such arrangement.

Federal or State Funds

Procurement involving the expenditure of state or federal funds or grants, shall be conducted in accordance with the Code of Federal Regulations (CFR) Title 2: Grants and Agreements §200.318. General procurement standards require that the City must use its own documented procurement procedures which reflect applicable State, local, and tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards outlined in §200.318.

Breaking Down or Bid Splitting Purchases Prohibited

Purchases shall not be broken into multiple projects or purchases to avoid limitation requirements of State bidding statutes or City policy.

Signature Authority

The Mayor or designee shall sign all contracts upon approval by the City Council, consistent with RCW 35A.12.100, RCW 35A.12.190 and RCW 35A.11.020. .

Purchase Cost

Purchase cost includes sales tax, finance charges, delivery charges, set-up and assembly fees, and any other related miscellaneous charges.

4.0 Procurement of Goods and Services

Local Business

Local businesses should be encouraged to submit bids on city procurements that are open to everybody. Consistent with RCW 39.30.040, the City may award a contract to a bidder submitting the lowest bid after such tax revenue has been considered.

Soliciting a Specific Brand

The City may advertise for bids by specifying a particular brand name item as long as the responsible official has exercised their judgement and determined that a certain brand name is of higher quality or is better suited to the City's needs. There is no requirement that bid specifications naming a particular brand also include a phrase such as "or an equal brand."

Contracting and Purchasing Limitations

1. Purchases and contracts greater than \$35,000, require Council authorization.
2. Purchase limitations apply to the cost of individual items or the sum of the same items purchased at the same time to fulfill a specific business need, which are not part of a public works project as defined by RCW 39.04.010.
3. Expenditures are required to be within budgeted authority.
4. Contracts or purchases exceeding \$7,500 and are not consistent with the adopted budget require Council approval.
5. No provision prevents seeking Council approval for purchases falling within the limitations.

Purchasing

Purchasing refers to purchase of goods, equipment, materials, and supplies not connected with a public works project.

Local and State:

\$7,500 and under, may use minimal competition process, informal competition process, or formal competitive bidding.

\$7,501 - \$15,000, may use informal competition process or formal competitive bidding.

Over \$15,000, must use formal competitive bidding.

Federal:

\$3,500 and under, micro purchase procedures (not competitive, distributed equitably)

\$3,501 - \$150,000, small purchase procedures (price or rate quotations)

Over \$150,000, Sealed/Formal Bids

Public Works

Public Works projects include all work, construction, building, renovation, remodeling, alteration, repair, or improvement, other than ordinary maintenance, of real property; as defined in RCW 39.04.155(1)

Local and State:

~~\$4075,0500 and under (single craft) or \$65,000 116,155 and under (multiple craft), may use day labor, limited public works process (see small works bid procedure), minimal competition, informal competition, or formal competitive bidding.~~

~~\$40,001 75,500 and over (single craft) or \$65,001 116,155 and over (multiple craft), up to \$350,000, may use a small public works roster, or formal competitive bidding.~~

Over ~~\$300~~350,000, must use formal competitive bidding.

~~\$75,500 and over (single craft) or \$116,155 and over (multiple craft), up to \$350,000, may use a small public works roster, or formal competitive bidding.~~

~~Under \$75,500 (single craft) or \$116,155 (multiple craft), may use the above methods or day labor, informal competition, or may obtain three telephonic, electronic or written quotations.~~

~~Under \$50,000, may use the above methods or limited public works process~~

~~Under \$10,000, may use the above methods or may obtain a single telephonic, electronic or written quotation.~~

Federal:

\$150,000 and under, small purchase procedures (price or rate quotations)

Over \$150,000, Sealed/Formal Bids

Public Works Projects and Prevailing Wage Laws

Public works projects (“...all work, construction, alteration, repair, or improvement other than ordinary maintenance executed at the cost of the city...”), including maintenance when performed by contract, are governed by Chapter 39.12 RCW Prevailing Wages on Public Works requirements, regardless of contract amount.

It is the responsibility of the contracting employee to notify the vendor of prevailing wage requirements and obtain compliance documentation prior to awarding any public works contract. Public works contracts will only be awarded to contractors who document compliance with the Washington State Prevailing Wage Law. The department head or designee managing the project is responsible for collecting compliance documents. Failure to follow prevailing wage laws will result in delayed or denied payment to the vendor. The City ~~CANNOT~~ cannot pay for public works projects that are in violation of prevailing wage laws. (See Exhibit 2.)

Architectural, Engineering, Landscape Architecture, or Surveying Services (A/E) Services

Professional architecture and engineering (A&E) services are services provide by any person, other than an employee of the City, that fall under the general statutory definitions as set forth in Section 2 “Definitions” of this policy. These services must follow the same qualifications-based selection (QBS) process outlined in RCW 39.80.

The City has contracted with the Municipal Research and Services Center (MRSC) to host the City’s Consultant Roster and will adhere to the requirement of RCW 39.04.190.

Local and State:

The City may solicit competitive bids and evaluate them based on qualifications, without regard to cost.

Federal:

Over \$150,000, Competitive Proposals

Personal Services

Personal services involve technical expertise provided by a consultant to accomplish a specific study or project task. These activities and products are mostly intellectual in nature, but exclude architecture and engineering services, which have their own requirements. For example, comprehensive plans, legal services, and management analyses.

The City has contracted with the Municipal Research and Services Center (MRSC) to host the City's Consultant Roster and will adhere to the requirement of RCW 39.04.190.

Local and State:

\$150,000 and under, may use minimal competition, seek written quotes, use consultant roster, or formal competitive bidding.

Over \$150,000, must use formal competitive bidding

Federal:

\$150,000 and under, small purchase procedures (price or rate quotations)

Over \$150,000, Sealed/Formal Bids

Purchased Services

Purchased services are those provided by vendors for routine, necessary, and continuing functions mostly relating to physical activities. These services are usually repetitive, routine, or mechanical in nature, support the City's day-to-day operations, involve the completion of specific tasks or projects, and involve minimal decision-making. For example delivery/courier service, herbicide application, recycling/disposal/litter pickup service, vehicle inspection, lubricating and repair services.

Local and State:

\$25,000 and under, may use minimal competition, seek written quotes, use consultant roster, or formal competitive bidding.

Over \$25,000, must use formal competitive bidding

Federal:

\$150,000 and under, may use small purchase procedures (price or rate quotations)

Over \$150,000, Sealed/Formal Bids

5.0 Bid Procedures

Written Quotes

Small contracts or purchases requiring written quotes must be documented on a quote sheet. Quote sheet is included as Exhibit 3.

Vendor List

RCW 39.04.190 allows the use of informal vendor lists. A vendor list is a directory, maintained by a local government agency, of vendors who are interested in selling equipment, materials, and supplies to the agency. The City may create multiple vendor lists for different types of products. When using the vendor list, the city should secure quotes from at least three of the vendors on the list, if possible, and award the contract to the lowest responsible bidder.

The City has contracted with the Municipal Research and Services Center (MRSC) to host the City's Vendor Roster and will adhere to the requirement of RCW 39.04.190.

Small Works Roster

Local and State:

RCW 39.04.155(1) provides uniform small works roster provisions to award contracts for construction, building, renovation, remodeling, alteration, repair, or improvement of real property. The Small Works Roster may be used for public work projects valued at \$~~300~~350,000 and below in lieu of formal bidding. Use of the Small Works Roster allows the City to avoid the advertisement requirements of the formal competitive process. All other bidding requirements are the same.

The City has contracted with the Municipal Research and Services Center (MRSC) to host the City's Small Public Works Roster and will adhere to the requirement of RCW 39.04.190.

Federal:

If any federal funds are used to pay for all or a portion of the cost, the City must use the formal bidding process at the federal threshold of \$150,000.

Small Works Bid Procedure

1. Invitations for Quotations.

Invitations for quotations shall include an estimate of the scope and nature of the work to be performed as well as materials and equipment to be furnished. However, detailed plans and specifications need not be included in the invitation. These requirements do not eliminate other requirements for architectural or engineering approvals as to quality and compliance with building codes.

2. Number of contractors invited.

Quotations may be invited from all appropriate contractors on the appropriate small works roster. As an alternative, quotations may be invited from at least five contractors on the appropriate small works roster who have indicated the capability of performing the kind of work being contracted, in a manner that will equitably distribute the opportunity among the contractors on the appropriate roster. However, if the estimated cost of the work is from one hundred fifty thousand dollars (\$150,000) to three hundred thousand dollars (\$~~300~~350,000), a state agency or local government that chooses to solicit bids from less than all the appropriate contractors on the appropriate small works roster must also notify the remaining contractors on the appropriate small works roster that quotations on the work are being sought pursuant to RCW 39.04.155 (2)(c)

3. Vendors/contractors selected from the Small Works Roster are not relieved from observing applicable legal requirements such as those relating to Performance Bonds, Prevailing Wages, Labor and Material Bonding, etc.

4. Immediately after an award is made, the bid quotations obtained shall be recorded, open to public inspection, and available by telephone inquiry.

5. As required by RCW 39.04.200, every even numbered month, the City must post a list of contracts awarded from the small works roster over at least the previous two months. The list must contain the name of the contractor, the amount of the contract, a brief description of the type of work performed, and the date of the award.

Limited Public Works Process (RCW 39.04.155(3))

For limited public work projects may award a contract for work, construction, alteration, repair, or improvement projects with an estimated cost of \$~~350~~50,000 or less, the city may use the limited public works process described below in lieu of the small works process.

1. Invitations for Quotations.

Invitations for quotations shall include an estimate of the scope and nature of the work to be performed as well as materials and equipment to be furnished. However, detailed plans and specifications need not be included in the invitation. These requirements do not eliminate other requirements for architectural or engineering approvals as to quality and compliance with building codes.

2. Number of contractors invited.

Electronic or written quotations shall be solicited from a minimum of three contractors from the appropriate small works roster and the city shall award the contract to the lowest responsible bidder as defined under RCW 39.04.010.

3. Notification of Award.

After an award is made, the quotations shall be open to public inspection and available by electronic request. The city shall maintain a list of the contractors contacted and the contracts awarded during the previous twenty-four months under the limited public works process, including the name of the contractor, the contractor's registration number, the amount of the contract, a brief description of the type of work performed, and the date the contract was awarded.

4. Vendors/contractors selected using the Limited Public Works Process are required to comply with prevailing wage and insurance requirements.

Formal Competitive Bid Procedures

1. Publication of Notice.

The requesting department director (or designee) will publish the Call for Bids in the official newspaper or a newspaper of general circulation most likely to bring responsive bids, at least thirteen days prior to the last date upon which bids will be received.

2. Notice Contents.

Notice (or advertisement) for bids should contain definite specifications and procedures for bidders to use to estimate their bids. At a minimum, a bid notice for public works must include:

- Project title;
- Nature and scope of work;
- Where contract documents (plans and specifications) can be reviewed or obtained;
- Cost to obtain a set of contract documents;
- Place, date, and time that bids are due;
- Statement that a bid bond must accompany the bid;
- Statement that the City retains the right to reject any and all bids and to waive minor irregularities in the bidding process;
- Statement that the contract involves "public work," and that workers shall receive the prevailing rate of wage pursuant to the Prevailing Wages on Public Works Act (Chapter 39.12 RCW);
- List of the applicable prevailing wage rates; and
- Statement that the City is an equal opportunity employer and invites responsive bids from all qualified responsible bidders.

In addition, providing evaluation criteria; minimum qualifications; date, time, and location of pre-bid conference (if applicable); name, address, and telephone number of the project contact; and number of required copies will help bidders prepare responsive submittals.

3. Acceptance of Bids.

Bids are submitted to the City Clerk, where they are time and date stamped and held until bid opening.

4. Bid Opening.

City Clerk on the day the bids are due, will open all sealed bids and read each bid out loud.

5. Report on Bids.

The City Clerk, or designee, will prepare the Bid tab sheet and provide it to the responsible department director. The responsible department director will provide a recommendation on all bids received.

6. Bid Award.

The City may select the qualified vendor whose proposal is most advantageous to the City, with price and other factors considered.

7. Rejection of Bids.

The City reserves the right to reject any bid not in substantial compliance with the bid documents, or all prescribed public bidding procedures and requirements, and may reject for good cause any or all bids upon a finding of the City that it is in the public interest to do so.

The following shall apply to bid solicitations:

- Selection of a winning offer is based primarily on lowest responsive bid. Quality and expertise, however, must also be a consideration.
- To ensure consistency and fair process, the City will use standard forms, documents, contracts, and terms and conditions, when practical. The Public Works Department will maintain templates for bid-related documents for use by departments.
- Minimum qualifications are stated to ensure respondents are reasonably qualified. Minimum qualifications cannot be used to eliminate qualified vendors. Minimum qualifications should be tested against the marketplace to ensure they aren't overly restrictive.
- When practical, the City will conduct a pre-bid conference to allow a thorough discussion of the City's intent, scope, specifications, and terms. Interested companies should be encouraged to attend.

6.0 Exemptions to Competitive Bidding

Section 39.04.280 RCW provides uniform exemptions to competitive bidding requirements utilized by municipalities when awarding contracts for public works and contracts for purchases. Competitive bidding requirements may be waived for:

Sole Source Purchases

Purchases that are clearly and legitimately limited to a single source of supply (Sole Source Vendor):

If, after conducting a good faith review of available resources, the requesting department director determines that there is only one source of the required materials, supplies, or equipment, a purchase contract may be awarded without complying with established bid requirements. The requesting department director must complete the Sole Source Vendor Statement form, attached as Exhibit 4, and must be filed with the contract.

Purchases involving special facilities or market conditions

The Mayor may waive established bidding requirements if an opportunity arises to purchase favorably-priced equipment at an auction, or supplies or used goods that will be sold before the City can conduct the bid process.

Purchases in the event of an emergency

If an emergency situation has been declared, the Mayor may waive competitive bidding requirements and the City may award all necessary contracts to purchase goods, materials, or services to address the emergency situation. Purchase order(s) must be properly documented as pertaining to an emergency as soon as possible following the event. If a contract is awarded without competitive bidding due to a declared emergency, the City Council must adopt a resolution certifying the emergency situation existed no later than two weeks following the award of the contract.

Intergovernmental Purchases and Piggybacking

The City may make purchases using another local, state, or federal agency’s purchasing contract, a process known as “piggybacking”. The host city-entity and the City of Port Orchard must follow the statutory contracting requirements and post solicitations online, as outlined in RCW 39.34. In addition, City staff should use the Purchases through Interlocal Agreements checklist, attached as Exhibit 5.

Telecommunication Systems/Services

The City may acquire electronic data processing or telecommunication equipment, software, or services through competitive negotiation rather than through competitive bidding as outlined in RCW 39.04.270.

7.0 Change Orders

Upon recommendation of the department director, and demonstration that a Change Order is necessary and reasonable, the department director is authorized to approve any and all Change Orders that do not exceed 10% of either the legally authorized budget limit for the applicable project or either the contract amount established by the City Council, with a maximum approval amount of \$50,000. The Mayor is authorized to approve any and all Change Orders that do not exceed either 10% of the legally authorized budget limit for the applicable project or either the contract amount established by the City Council, with a maximum approval amount of \$100,000. A completed Change Order form, attached as Exhibit 6, must be filed with the contract.

Change Orders in Excess of City Council Authorized Budget Appropriations.

Upon recommendation of the department director, and demonstration that a Change Order is necessary, the responsible department director shall submit to the City Council a Change Order Request to include the amount of requested funds and a written justification describing why the additional funds are necessary and the benefits to be derived. A request for budget amendment shall accompany the Change Order.

If the City Council approves the Change Order Request, the responsible department director shall take the necessary actions to enact the Change Order and complete the work in an expeditious manner in accordance with the City Council’s direction.

If the City Council denies the Change Order Request, the responsible department director shall report back to the Mayor and City Council with options as to how to accomplish the project/contract within the funds allocated.

Consistent with RCW 39.04.280, in the event of an emergency or the need to take immediate or expeditious action necessary to protect or maintain the public health, safety, or welfare; or to prevent damage to public or private property, and with approval of the Mayor, department directors are authorized to enact Change Orders in excess of the legally authorized expenditure level. The responsible department director shall timely report such actions to the City Council.

8.0 Purchase Orders

The City Clerk is authorized to execute requests for routine purchase orders as stated in Resolution No. 1086. Routine purchase orders are used to detail the terms of the purchase, including the items purchased, the price, delivery date, and terms of payment. Purchase Orders are available to vendors and suppliers when there is an agreement to deliver purchased items prior to payment, with the purchase order serving as a guarantee of future payment. Once a purchase order is generated, an in-progress purchase is created. The order remains in progress until the ordered items have been delivered and paid. Attached as Exhibit 7.

9.0 Conflicts of Interest

City officers, employees, and agents may not participate in the selection, award, or administration of a contract if they have a real or apparent conflict of interest. This provision encompasses procurement expending federal, state, or local funds. Such officers, employees, and agents may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, subcontractors or other parties consistent with Chapter 42.52 RCW Ethics in Public Service. Unsolicited items of nominal value are restricted to the provisions of RCW 42.52.150.

Employees violating these provisions are subject to disciplinary action commensurate with the severity of the violation, ranging from a letter of reprimand to termination of employment. Disciplinary actions shall be governed by Improper Governmental Action Policy Chapter 11 City of Port Orchard Personnel Policies consistent with applicable Federal law and the standards outlined in the Code of Federal Regulations Title 2; Grants and Agreements §200.318; and applicable state statutes.

EXHIBITS

Budget Adjustment Request

Exhibit 1

CITY OF PORT ORCHARD
CURRENT YEAR
BUDGET ADJUSTMENT REQUEST

To: City Treasurer

Date: _____

Please transfer the following revenues and/or appropriations:

<i>Decrease (from)</i>			<i>Increase (to)</i>		
category	acct. number	amount	category	acct. number	amount
		\$			\$
		\$			\$
		\$			\$
		\$			\$
		\$			\$

Reason: _____

Requested By: _____
(Department Director)

1. To: City Treasurer

Comments: _____

_____ Approved _____ Not Approved Signature _____

2. To: Mayor

Date: _____

Comments: _____

_____ Approved _____ Not Approved Signature _____

3. To: Finance Department

Date: _____

Adjustment Recorded: AJ# _____

Date: _____

Prepared By: _____

Approved By: _____

Washington State Prevailing Wage Law

CITY OF PORT ORCHARD
WASHINGTON STATE PREVAILING WAGE LAW

The Prevailing Wages on Public Works Act (Chapter 39.12 RCW) requires that employees of government contractors be paid prevailing wages for all public work. Agencies awarding public works contracts include state agencies, counties, municipalities and all political subdivisions of the state.

All public agencies, contractors performing public work, and construction workers on public works construction should be aware of their rights and legal responsibilities. Failing to comply with the provisions of Chapter 39.12 RCW may subject contractors and/or public agencies to liability for all unpaid prevailing wages and penalties.

The Department of Labor and Industries (L&I) administers the prevailing wage law. The Office of the Attorney General provides legal counsel to L&I and prosecutes violators. The State Auditor’s Office ascertains if a public agency’s policies, procedures and practices meet the requirements of the law.

Do not rely on this plain language description without reading the laws and regulations. The informal discussions below are meant to be helpful when read in conjunction with the laws and WAC rules. They are not meant to be a substitute for reading and understanding the laws. After reading the laws and regulations, please do not hesitate to contact the Prevailing Wage Office with any questions you may have.

The Prevailing Wages on Public Works Act

Enacted in 1945, the Washington State Public Works Act, also known as the “prevailing wage law”, is a worker protection act. It requires that workers be paid prevailing wages when employed on public works projects, and on public building service maintenance contracts. (RCW 39.04.010, RCW 39.12.010, and RCW 39.12.020)

The Public Works Act is modeled after the federal Davis-Bacon Act, which was enacted to protect the employees of contractors performing public works construction from substandard earnings, and to preserve local wage standards.

The Public Works Act regulates wages paid to workers, laborers and mechanics performing public work. It does not apply to work that is clerical, executive, administrative or professional in nature. For example, the Act does not apply to the work of a secretary, engineer or administrator, unless they are performing construction work, alteration work, repair work, etc. Prevailing Wage application depends on the work that is performed, regardless of the worker’s job title. Any doubts or questions regarding the applicability of the prevailing wage law should be directed to the Prevailing Wage Office. (RCW 39.12.020 and WAC 296-128-510 through 530)

What Is Public Work?

Public work is all work, construction, alteration, repair or improvement that is executed at the cost of the state or any other local public agency. This includes, but is not limited to, demolition, remodeling, renovation, road construction, building construction, ferry construction and utilities construction. (RCW 39.04.010)

What Is Prevailing Wage?

Prevailing Wage is defined as the hourly wage, usual benefits and overtime, paid in the largest city in each county, to the majority of workers, laborers, and mechanics. Prevailing wages are established, by the Department of Labor and Industries, for each trade and occupation employed in the performance of public work. They are established separately for each county, and are reflective of local wage conditions.

Awarding Agencies' Responsibilities

1. **Contracts for Public Work:** Employers are not responsible for making the legal determination of whether a contract does or does not meet the definition of a “public works” contract. Public agencies, in awarding a contract, must make the determination of whether that contract involves “public work” and communicate it to the employers in the bid specifications and contracts. The law does not allow public agencies to place this burden upon the employer. For example, it is insufficient to state, “Contractors shall comply with the prevailing wage law, if applicable”. Agencies should seek the advice of legal counsel regarding when a contract is for public work. Before acting on advice that a contract is not for public work, agencies should contact the Prevailing Wage Office for a determination of the applicability of the statute. (RCW 39.04.010, RCW 39.12.030, RCW 39.12.040, and RCW 39.12.042)
2. **Prevailing Wage Provisions:** Awarding agencies must stipulate in bid specifications and contracts for public work that workers shall receive the prevailing rate of wage. Those documents must also contain a list of the applicable prevailing wage rates. Compliance with the law is not met by referring contractors to the department or other sources to obtain wage rate information. RCW 39.12.030
3. **Public Building Service Maintenance Contracts:** Public building service maintenance (janitorial) contracts of more than one year duration must include wage language recognizing the potential for future variance in applicable prevailing wages each year after the first year of the contract. RCW 39.12.020 and WAC 296-127-023
4. **Disbursal of Public Funds:** Agencies may not make any payments where employers have not submitted an Intent form that has been approved by the Industrial Statistician. Agencies may not release retainage until all employers have submitted an Affidavit form that has been certified by the Industrial Statistician. The requirement to submit these forms should also be stated in the contract. RCW 39.12.030, RCW 39.12.040 and RCW 39.12.042
5. **Turnkey Projects (lessee/lessor relationships between public and private parties):** Prevailing wages must be paid for any work, construction, alteration, repair or improvement, other than ordinary maintenance, that the state or a municipality causes to be performed by a private party through a contract to rent, lease, or purchase at least fifty percent of the project by one or more state agencies or municipalities. RCW 39.04.260. It is the responsibility of the awarding agency to make an accurate determination as to whether the entire project falls within RCW 39.04.260 prior to entering into a lease relationship for space in a privately owned building. The determination is based on whether the awarding agency is causing the work to be performed and when at least fifty percent of the leased space is going to be occupied by one or more public agencies. If RCW 39.04.260 applies, all work performed in conjunction with the project is covered, not just the tenant improvements, and the project is subject to all provisions of RCW 39.12. Should the awarding agency fail to comply with all the provisions of RCW 39.04.260 and RCW 39.12.040, the awarding agency can be held responsible for any unpaid prevailing wages.
6. **Contract Administration:** Though not legally required, the following activities are recommended to ensure compliance with the Public Works Act.
 - a. Job site inspections should be performed on a routine or periodic basis to verify compliance. These inspections should include checking to see that a copy of the Intent is posted at the job site. Workers should be randomly interviewed to verify that prevailing wages are received. Apprentice workers should be asked to show their registration cards.
 - b. References should be checked when the agency is empowered to select the lowest responsible bidder. The department can advise an agency regarding an employer’s history of wage claims. Check the Contractor Debarment List to find out if a contractor is debarred from bidding on public works projects.
 - c. Verify Contractor Registration Status and Verify Workers’ Compensation Premium Status. Find out whether a contractor or other employer has an industrial insurance (workers’ compensation) account with L&I and that their premiums are up to date.

Purchase Quotation Sheet

CITY OF PORT ORCHARD
PURCHASE QUOTATION SHEET

Purchases of \$7,500 or more require three (3) quotations which will become a part of the purchase request.

Purchase Order Number:		Quote Required By: (Date)		(Time)		Name of Person Requesting:		
Commodity:				Buyer:				
Required Delivery Date:		Ship to Address:			City:		State:	Zip Code:
ITEM NO.	QTY	UNIT	SPECIFICATIONS					
BIDDER 1			BIDDER 2			BIDDER 3		
Company:			Company:			Company:		
Contact:		State:	Contact:		State:	Contact:		State:
Telephone Number:			Telephone Number:			Telephone Number:		
Fax Number:			Fax Number:			Fax Number:		
Quote Date:			Quote Date:			Quote Date:		
PRODUCT QUOTED	Unit Price	Total Price	PRODUCT QUOTED	Unit Price	Total Price	PRODUCT QUOTED	Unit Price	Total Price
Total Price			Total Price			Total Price		

Sole Source Vendor Statement

CITY OF PORT ORCHARD
SOLE SOURCE VENDOR STATEMENT

Date:

To: City Clerk’s Office to file with contract

From: Fill – in department name and name of person signing this form

To Whom It May Concern:

This form justifies the proposed sole source purchase described below. In accordance with State of Washington regulations (RCW 39.04.280), City of Port Orchard must procure material, equipment, supplies and services by competitive means when the purchase is in excess of \$7,500. However, in unusual circumstances the competitive process may be waived and sole source purchasing approved, provided the requesting party can adequately justify its use.

Sole source purchases are defined as clearly and legitimately limited to a single supplier. Sole source purchases are normally not allowed except when based upon strong technological grounds such as operational compatibility with existing equipment and related parts or upon a clearly unique and cost effective feature requirement. The use of sole source purchases shall be limited only to those specific instances which are totally justified to satisfy compatibility or technical performance needs.

If one of the reasons 1 through 3 below applies to this purchase, you need only to check the applicable reason and describe item being purchased below. If reason 4 apply, please provide the item description and explanation below.

1.	<input type="checkbox"/>	Licensed, copyrighted, or patented products or services that only one vendor provides.
2.	<input type="checkbox"/>	New equipment or products that must be compatible with existing equipment or products.
3.	<input type="checkbox"/>	Proprietary or custom-built software or information systems that only one vendor provides.
4.	<input type="checkbox"/>	Products or services where only one vendor meets the required certifications or satutaory requirements.

Item Description:

If explanations 4 is used, please provide an explanation below. Explain why the identified vendor is recommended:

Signed Department Director or Designee

Purchases through Interlocal Agreements

CITY OF PORT ORCHARD

PURCHASES THROUGH INTERLOCAL AGREEMENTS

City Contract No.: _____

Interlocal Agreement with (government agency or Purchasing Co-Op name): _____

Item Description: _____

Do you have an Interlocal agreement signed with the Contract (host) Agency?

- If yes, where is it filed: _____
- If no, get a mutually signed Agreement in place before you continue.

State OSP Contract No.#: _____

If you have an Office of State Procurement (OSP) contract number you may skip the remainder of this test because the OSP contracts comply with remaining requirements and retain the documentation on hand for SAO to review in the OSP offices.

Is this a technology contract?

- If yes, do your own rules allow for technology contracts to be negotiated?
- If your own rules allow for negotiated IT contracts, you can skip this test.

Is this a services contract?

- If yes, do your own rules allow services to be negotiated?
- If your own rules allow for negotiated services, you can skip the remainder of the test.

Are you using this as only one of multiple quotes, for a small purchase?

- If yes, you can skip the remainder of the test. Your purchase will not mandate the sealed bid rules.

Checklist for Required Compliance

Does the host agency have a requirement to run a newspaper ad in their local paper and did they comply	<input type="checkbox"/> Yes	<input type="checkbox"/> No	Federal and State contract rules usually don't require a newspaper ad. For others, attach the ad or place into the file
Did they list on a website? If so, state when and the address. Attach proof if possible.	<input type="checkbox"/> Yes	<input type="checkbox"/> No	Always required. Indicate date, address and/or attach or place into the file.
Did the bid & award comply with the Host agency's codes and statutes?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	If No, you cannot use the bid.
Did bid contain any preference that is illegal in your statutes such as WMBE points?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	If Yes, you cannot use the bid.

Change Order Form

CITY OF PORT ORCHARD
Authorization for Change Order No. _____

Date: _____ **Contractor:** _____
Project: _____
Contract / Job # _____

Brief Description of Change Order work:

Contract History					
	Amount	Sales Tax	Total	Date	Appvd by
Original Contract					
Change Order 1					
Total Contract	\$0.00				

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

 Contractor Approval Signature

 Public Works Director/City Engineer

 Printed Name & Title

 Printed Name

Change Orders that do not exceed 10% or a maximum of \$50,000 can be approved by the Public Works Director.

Approved: _____
 Mayor

Change Orders that do not exceed 10% or a maximum of \$100,000 are to be approved by the Mayor.

Attest: _____
 City Clerk

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

 Council Approval Date

Purchase Order Form

CITY OF PORT ORCHARD
PURCHASE ORDER

P.O. No. _____

Date: _____

Bill To:

Attn: Accounts Payable
City Of Port Orchard
216 Prospect Street
Port Orchard, WA 98366

Ship To: City of Port Orchard
216 Prospect Street
Port Orchard, WA 98366

Ordered By:

Authorized Signature:

	City Clerk or Authorized Representative Signature
--	---

Qty	Description	Unit Price	Total
		Subtotal	
		Tax (9%)	
		Est. Freight	
		Shipping	
		Bal Due	
THIS ORDER IS A CONFIRMATION:			
THIS ORDER IS NOT A CONFIRMATION:			
ACCOUNT CODE:			



City of Port Orchard

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

Agenda Staff Report

Agenda Item No.:	<u>Business Item 7D</u>	Meeting Date:	<u>September 22, 2020</u>
Subject:	<u>Adoption of a Resolution Approving a</u>	Prepared by:	<u>Mark Dorsey, P.E.</u>
	<u>Contract with Aqua Tech, LLC for the</u>		<u>Public Works Director</u>
	<u>2020-2021 McCormick Woods STEP</u>	Atty Routing No.:	<u>N/A</u>
	<u>System Retrofit</u>	Atty Review Date:	<u>N/A</u>

Summary: A Request For Proposals was published in the Kitsap Sun, the Daily Journal of Commerce and the City’s webpage on July 31st and August 7th, 2020 and the Project Bid Documents were uploaded to the Washington Builder’s Exchange for the McCormick Woods STEP System Retrofit Project. By the September 11th, 2020, 2:00pm Bid deadline, the City of Port Orchard received three (3) qualified bids for eighty-two (82) STEP conversions as follows:

<i>Name of Contractor</i>	<i>Bid Total</i>
Rognlin’s, Inc.	\$1,013,390.44
Correct Equipment, Inc.	\$668,380.68
Aqua Tech, LLC	\$635,698.27

Upon review by Public Works Staff, it was determined that Aqua Tech, LLC’s bid of \$635,698.27 (applicable tax included) was the lowest responsible bidder for the eighty-two (82) annual Step System conversions scheduled for 2020. Additionally, the Public Works Department has confirmed 1) that the bidding requirement for Public Work was followed and 2) that the project proposal is fully funded within the approved 2019-2020 Budget.

Relationship to Comprehensive Plan: Chapter 7 - Utilities

Recommendation: Staff recommends that the City Council adopt Resolution No. 039-20, authorizing the Mayor to execute Contract No. C059-20 with Aqua Tech LLC. for the 2020-2021 McCormick Woods STEP System Retrofit Project in the amount of \$635,698.27 and documenting the Formal Competitive Bid Procurement Procedures.

Motion for Consideration: I move to adopt Resolution No. 039-20 authorizing the Mayor to execute Contract No. C059-20 with Aqua Tech LLC for the 2020-2021 McCormick Woods STEP System Retrofit Project in the amount of \$635,698.27, and documenting the Formal Competitive Bid Procurement Procedures.

Fiscal Impact: The 2019-2020 budget allocated \$780,000 for this activity (431.5.535.30.40) and the 2021-2022 budget will also provide for this activity.

Alternatives: Do not approve.

Attachments: Resolution No. 039-20, Contract No. 059-20, Ex. A- Aqua Tech, LLC Schedule of Contract Pricing.

RESOLUTION NO. ____

A RESOLUTION OF THE CITY OF PORT ORCHARD, WASHINGTON, APPROVING CONTRACT NO. C059-20 WITH AQUA TECH, LLC FOR THE MCCORMICK WOODS STEP SYSTEM RETROFIT PROJECT AND DOCUMENTING THE FORMAL COMPETITIVE BID PROCUREMENT PROCEDURES.

WHEREAS, the City desires to contract for the McCormick Wood STEP System Retrofit Project, to include the conversion/upgrading of residential STEP systems to grinder systems; and

WHEREAS, Staff prepared a request for bids and on July 31st and August 7th, 2020, pursuant to RCW 39.04 and 39.26, the City's Public Works Department advertised for bids on the City's Webpage, in the Kitsap Sun, in the Daily Journal of Commerce, and uploaded the Project Bid Documents to the Washington Builder's Exchange; and

WHEREAS, on September 11th, 2020, by the 2:00pm submittal deadline, the Public Works Operations Manager received three (3) Sealed Bids, and Bids were opened live at a zoom meeting; and

WHEREAS, after review of the Bids and completion of a Bidder Responsibility Checklist, on September 14th, 2020, the City's Public Works Department determined that Aqua Tech, LLC provided the lowest responsive and qualified Bidder; and

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

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

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

THAT: The City Council approves of and authorizes the Mayor to execute Contract No. 059-20 with Aqua Tech, LLC for the McCormick Woods STEP System Retrofit Project.

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

PASSED by the City Council of the City of Port Orchard, SIGNED by the Mayor and attested by the City Clerk in authentication of such passage on this 22nd day of September 2020.

Robert Putaansuu, Mayor

ATTEST:

Brandy Rinearson, MMC, City Clerk

CONTRACT
CITY OF PORT ORCHARD
MCCORMICK WOODS STEP SYSTEM RETROFIT PROJECT
CONTRACT NO. C059-20

THIS CONTRACT (“Contract”) is made and entered into this 22nd day of September, 2020, by and between the City of Port Orchard, a municipality incorporated and existing under the laws of the State of Washington, hereinafter called the “City,” and Aqua Tech, LLC, hereinafter called the “Contractor.”

WITNESSETH:

That the Contractor, in consideration of the covenants, agreements and payments to be performed and made by the City, hereby covenants and agrees to furnish all labor, tools, materials, equipment and supplies required for, and to execute, construct and finish in full compliance with the Contract Documents, McCormick Woods STEP System Retrofit Project. The Contractor further agrees to perform all such work for the Contract Price stated in the Contractor’s Bid Proposal dated September 11th, 2020, attached hereto and incorporated herein by this reference as if set forth in full.

The Contract Documents, duly identified, together with the Instructions to Bidders, a confirmed copy of the Proposal made by the Contractor on September 11th, 2020, and the 2018 WSDOT Standard Specifications for Road, Bridge, and Municipal Construction, as modified by Amendments and Special Provisions, are hereby made a part of this Contract and are mutually cooperative therewith. Time is of the essence of this Contract. It is agreed that the work covered by this Contract shall start within 14 calendar days after Notice to Proceed is issued and that all construction shall be complete within **180 working days** after the Notice to Proceed Date.

It is further agreed that the City will suffer damage and be put to additional expense in the event that the Contractor shall not have the specified portions of the work completed in all its parts in the time specified, and as it may be difficult to accurately compute the amount of such damage, the Contractor expressly covenants and agrees to pay to the City liquidated damages, the sum as calculated by the equation shown in Section 1-08.9 of the WSDOT Standard Specifications, for each and every working day said work is not complete beyond the time shown in the Proposal.

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

Also, in accordance with Title VI, the City is required to include the following clauses in every contract subject to Title VI and its related regulations. Therefore, during the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest agrees as follows:

1. **Compliance with Regulations:** The Contractor will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this Contract.

2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during this Contract, will not discriminate on the grounds of race, color, national origin, sex, age, disability, income-level, or LEP in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations as set forth in Appendix A, attached hereto and incorporated herein by this reference, including employment practices when this Contract 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 Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this Contract 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 Contractor will provide all information and reports required by the Acts, the Regulations and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of the Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the City or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the Non-discrimination provisions of this Contract, the City will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 1. withholding payments to the Contractor under the Contract until the Contractor complies; and/or
 2. cancelling, terminating, or suspending the Contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor 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 Contractor will take action with respect to any subcontract or procurement as the City or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the City to enter into any litigation to protect the interests of the City. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

Contractor understands that her/his bid response documents and any contract documents may be subject to release under the Public Records Act Chapter 42.56 RCW and the City may be required to disclose such documents upon a request. Contractor acknowledges that s/he has been advised to mark any records believed to be trade secrets or confidential in nature as "confidential." If records marked as "confidential" are found to be responsive to the request for records, the City as a courtesy to the Contractor, may elect to give notice to Contractor of the request so as to allow Contractor to seek a protective order from a Court.

Contractor acknowledges and agrees that any records deemed responsive to a public records request may be released at the sole discretion of, and without notice by, the City.

With this Contract, Contractor is furnishing a Corporate Surety Bond in the amount of

_____ Dollars (\$_____) with _____ as Surety, to insure full compliance, execution and performance of this Contract by the Contractor in accordance with all its terms and provisions.

In the event of litigation, venue shall be within Kitsap County, Washington.

IN WITNESS WHEREOF the parties hereto have caused these presents to be duly executed.

CITY OF PORT ORCHARD

By: _____
Robert Putaansuu, Mayor

CONTRACTOR

By: _____

Title: _____

Address: _____

ATTEST:

Brandy Rinearson, MMC, City Clerk

APPROVED AS TO FORM:

Charlotte Archer, City Attorney

**CITY OF PORT ORCHARD
DECLARATION OF OPTION FOR PERFORMANCE AND PAYMENT
BOND OR ADDITIONAL RETAINAGE**

(APPLICABLE TO CONTRACTS OF \$150,000 OR LESS – RCW 39.08.010)

Note: This form must be submitted at the time the Contractor executes the Contract. The Contractor shall designate the option, where applicable, desired by checking the appropriate space.

1. The Contractor shall provide 5% retainage, pursuant to RCW 60.28.011(1)(a).
2. In addition, the Contractor elects to (select one):

_____ (1) Furnish a performance and payment bond in the amount of the total contract sum. An executed performance and payment bond on the required form is included with the executed contract documents.

_____ (2) Have the City retain, in lieu of the performance and payment bonds, ten percent (10%) of the total contract amount for a period of thirty days after date of final acceptance, or until receipt of all necessary releases from the department of revenue and the department of labor and industries and settlement of any liens filed under chapter 60.28 RCW, whichever is later. RCW 39.08.010.

In choosing option 2, the Contractor agrees that if the Contractor, its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract, and shall faithfully perform all the provisions of such Contract and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of the Contract that may hereafter be made, at the time and in the manner therein specified, and shall pay all laborers, mechanics, subcontractors, and materialmen, and all persons who shall supply such person or persons, or subcontractors, with provisions and supplies for the carrying on of such work, on his or her part, and shall defend, indemnify, and save harmless the City of Port Orchard, Washington, its officers and agents from any claim for such payment, then the funds retained in lieu of a performance bond shall be released at the time provided in said option 2; otherwise, the funds shall be retained until the Contractor fulfills the said obligations.

Contractor Signature, Date _____
Bond No. _____

**PERFORMANCE AND PAYMENT BOND
CITY OF PORT ORCHARD
MCCORMICK WOODS STEP SYSTEM RETROFIT PROJECT
PW PROJECT NO. 2020-011/C059-20
BOND TO CITY OF PORT ORCHARD, WASHINGTON
BOND NO. _____**

We, _____, and _____

(Principal)

(Surety)

a _____ Corporation, and as a surety corporation authorized to become a surety upon Bonds of Contractors with municipal corporations in Washington State, are jointly and severally bound to the City of Port Orchard, Washington (“Owner”), in the penal sum of _____ Dollars (\$ _____), the payment of which sum, on demand, we bind ourselves and our successors, heirs, administrators, executors, or personal representatives, as the case may be. This Performance Bond is provided to secure the performance of Principal in connection with a contract dated _____, 20____, between Principal and Owner for a project entitled McCormick Woods STEP System Retrofit Project – Public Works Project No. PW2020-011 (“Contract”). The initial penal sum shall equal 100 percent of the Total Bid Price, including all applicable state sales tax, as specified in the Proposal submitted by Principal.

NOW, THEREFORE, this Performance and Payment Bond shall be satisfied and released only upon the condition that Principal:

Faithfully performs all provisions of the Contract and changes authorized by Owner in the manner and within the time specified as may be extended under the Contract;

Pays all laborers, mechanics, subcontractors, lower tier subcontractors, material persons, and all other persons or agents who supply labor, equipment, or materials to the Project;

Pays the taxes, increases and penalties incurred on the Project under Titles 50, 51 and 82 RCW on: (A) Projects referred to in RCW 60.28.011(1)(b); and/or (B) Projects for which the bond is conditioned on the payment of such taxes, increases and penalties.

The surety shall indemnify, defend, and protect the Owner against any claim of direct or indirect loss resulting from the failure:

Of the Principal (or any of the employees, subcontractors, or lower tier subcontractors of the Principal) to faithfully perform the Contract, or

Of the Principal (or any subcontractor or lower tier subcontractor of the Principal) to pay all laborers, mechanics, subcontractors, lower tier subcontractors, material person, or any other person who provides supplies or provisions for carrying out the work.

The liability of Surety shall be limited to the penal sum of this Performance and Payment Bond.

Principle and Surety agree that if the Owner is required to engage the services of an attorney in connection with enforcement of this bond each shall pay the Owner reasonable attorney's fees, whether or not suit is commenced, in addition to the penal sum.

No change, extension of time, alteration, or addition to the terms of the Contract or to the Work to be performed under the Contract shall in any way affect Surety's obligation on the Performance Bond. Surety hereby waives notice of any change, extension of time, alteration, or addition to the terms of the Contract or the Work, with the exception that Surety shall be notified if the Contract time is extended by more than twenty percent (20%).

If any modification or change increases the total amount to be paid under the Contract, Surety's obligation under this Performance and Payment Bond shall automatically increase in a like amount. Any such increase shall not exceed twenty-five percent (25%) of the original amount of the Performance and Payment Bond without the prior written consent of Surety.

This Performance and Payment Bond shall be governed and construed by the laws of the State of Washington, and venue shall be in Kitsap County, Washington.

IN WITNESS WHEREOF, the parties have executed this instrument in two (2) identical counterparts this _____ day of _____, 20 ____.

Principal

Surety

Signature of Authorized Official

Signature of Authorized Official

Printed Name and Title

By _____
Attorney in Fact (Attach Power of Attorney)

Name and address of local office of
Agent and/or Surety Company:

Surety companies executing bonds must appear on the current Authorized Insurance List in the State of Washington per Section 1-02.7 of the Standard Specifications.

ACKNOWLEDGEMENT

Corporation, Partnership, or Individual

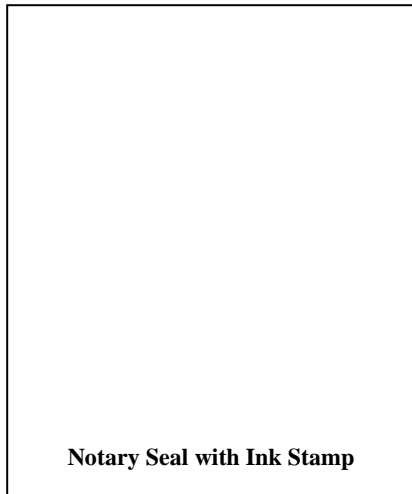
STATE OF _____)
)ss.
COUNTY OF _____)

On this ____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, to me known to be the (check one of the following boxes):

- _____ of _____, the corporation,
- _____ of _____, the partnership,
- individual,

that executed the foregoing instrument to be the free and voluntary act and deed of said corporation, partnership, individual for the uses and purposes therein mentioned, and on oath stated that he she was authorized to execute said instrument.

WITNESS my hand and official seal hereto affixed the day and year first above written.



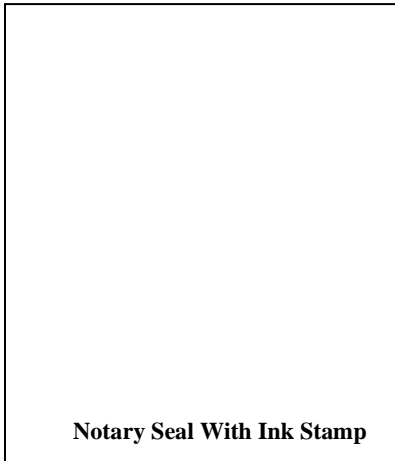
 Print or type name
NOTARY PUBLIC,
 in and for the State of Washington
 Residing at _____
 My Commission expires: _____

SURETY ACKNOWLEDGEMENT

STATE OF _____)
)ss.
COUNTY OF _____)

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, to me known to be the _____ of _____, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that \triangle he \triangle she was authorized to execute said instrument.

WITNESS my hand and official seal hereto affixed the day and year first above written.



Print or type name

NOTARY PUBLIC,
in and for the State of Washington
Residing _____
My Commission expires: _____

CITY OF PORT ORCHARD
MAINTENANCE/WARRANTY BOND

Project #: PW2020-011
Surety Bond #: _____
Date Posted: _____
Expiration Date: _____

RE: Project Name: MCCORMICK WOODS STEP SYSTEM RETROFIT PROJECT
Owner/Developer/Contractor: _____
Project Address: MCCORMICK WOODS DEVELOPMENT

KNOW ALL PERSONS BY THESE PRESENTS: That we, _____ (hereinafter called the "Principal"), and _____, a corporation organized under the laws of the State of _____, and authorized to transact surety business in the State of Washington (hereinafter called the "Surety"), are held and firmly bound unto the City of Port Orchard, Washington, in the sum of _____ dollars (\$ _____) 20% of the total contract amount, lawful money of the United States of America, for the payment of which sum we and each of us bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, by these presents. THE CONDITIONS of the above obligation are such that:

WHEREAS, the above named Principal has constructed and installed certain improvements on public property in connection with a project as described above within the City of Port Orchard; and

WHEREAS, the Principal is required to post a bond for the twenty-four (24) months following written and final acceptance of the project in order to provide security for the obligation of the Principal to repair and/or replace said improvements against defects in workmanship, materials or installation during the twenty-four (24) months after written and final approval/acceptance of the same by the City;

NOW, THEREFORE, this Maintenance Bond has been secured and is hereby submitted to the City. It is understood and agreed that this obligation shall continue in effect until released in writing by the City, but only after the Principal has performed and satisfied the following conditions:

- A. The work or improvements installed by the Principal and subject to the terms and conditions of this Bond are as follows: (insert complete description of work here)
- B. The Principal and Surety agree that the work and improvements installed in the above-referenced project shall remain free from defects in material, workmanship and installation (or, in the case of landscaping, shall survive,) for a period of twenty-four (24) months after written and final acceptance of the same and approval by the City. Maintenance is defined as acts carried out to prevent a decline, lapse or cessation of the state of the project or improvements as accepted by the City during the twenty-four (24) month period after final and written acceptance, and includes, but is not limited to, repair or replacement of defective workmanship, materials or installations.
- C. The Principal shall, at its sole cost and expense, carefully replace and/or repair any damage or defects in workmanship, materials or installation to the City-owned real property on which improvements have been installed, and leave the same in as good condition as it was before commencement of the work.

D. The Principal and the Surety agree that in the event any of the improvements or restoration work installed or completed by the Principal as described herein, fail to remain free from defects in materials, workmanship or installation (or in the case of landscaping, fail to survive), for a period of twenty-four (24) months from the date of approval/acceptance of the work by the City, the Principal shall repair and/replace the same within ten (10) days of demand by the City, and if the Principal should fail to do so, then the Surety shall:

1. Within twenty (20) days of demand of the City, make written commitment to the City that it will either:
 - a). remedy the default itself with reasonable diligence pursuant to a time schedule acceptable to the City; or
 - b). tender to the City within an additional ten (10) days the amount necessary, as determined by the City, for the City to remedy the default, up to the total bond amount.

Upon completion of the Surety's duties under either of the options above, the Surety shall then have fulfilled its obligations under this bond. If the Surety elects to fulfill its obligation pursuant to the requirements of subsection D(1)(b), the City shall notify the Surety of the actual cost of the remedy, upon completion of the remedy. The City shall return, without interest, any overpayment made by the Surety, and the Surety shall pay to the City any actual costs which exceeded the City estimate, limited to the bond amount.

2. In the event the Principal fails to make repairs or provide maintenance within the time period requested by the City, then the City, its employees and agents shall have the right at the City's sole election to enter onto said property described above for the purpose of repairing or maintaining the improvements. This provision shall not be construed as creating an obligation on the part of the City or its representatives to repair or maintain such improvements.

E. Corrections. Any corrections required by the City shall be commenced within ten (10) days of notification by the City and completed within thirty (30) days of the date of notification. If the work is not performed in a timely manner, the City shall have the right, without recourse to legal action, to take such action under this bond as described in Section D above.

F. Extensions and Changes. No change, extension of time, alteration or addition to the work to be performed by the Principal shall affect the obligation of the Principal or Surety on this bond, unless the City specifically agrees, in writing, to such alteration, addition, extension or change. The Surety waives notice of any such change, extension, alteration or addition thereunder.

G. Enforcement. It is specifically agreed by and between the parties that in the event any legal action must be taken to enforce the provisions of this bond or to collect said bond, the prevailing party shall be entitled to collect its costs and reasonable attorney fees as a part of the reasonable costs of securing the obligation hereunder. In the event of settlement or resolution of these issues prior to the filing of any suit, the actual costs incurred by the City, including reasonable attorney fees, shall be considered a part of the obligation hereunder secured. Said costs and reasonable legal fees shall be recoverable by the prevailing party, not only from the proceeds of this bond, but also over and above said bond as a part of any recovery (including recovery on the bond) in

any judicial proceeding. The Surety hereby agrees that this bond shall be governed by the laws of the State of Washington. Venue of any litigation arising out of this bond shall be in Kitsap County Superior Court.

H. Bond Expiration. This bond shall remain in full force and effect until the obligations secured hereby have been fully performed and until released in writing by the City at the request of the Surety or Principal.

DATED this _____ day of _____, 20__.

SURETY COMPANY
(Signature must be notarized)

DEVELOPER/OWNER
(Signature must be notarized)

By: _____
Its _____

By: _____
Its _____

Business Name: _____

Business Name: _____

Business Address: _____

Business Address: _____

City/State/Zip Code: _____

City/State/Zip Code: _____

Telephone Number: _____

Telephone Number: _____

CHECK FOR ATTACHED NOTARY SIGNATURE
____ Individual (Form P-1)
____ Corporation (Form P-2)
____ Surety Company (Form P-2)

FORM P-1 / NOTARY BLOCK
(Use For Individual/Sole Proprietor Only)

STATE OF WASHINGTON)
) ss.
COUNTY OF KITSAP)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

Dated:

(print or type name)
NOTARY PUBLIC in and for the
State of Washington, residing
at: _____
My Commission expires: _____

FORM P-2 / NOTARY BLOCK

(Use For Partnership or Corporation Only)

(Developer/Owner)

STATE OF WASHINGTON)
) ss.
COUNTY OF)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged as the _____ of _____ that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: _____

(print or type name)

NOTARY PUBLIC in and for the
State of Washington, residing
at: _____

My Commission expires: _____

FORM P-2/NOTARY BLOCK

(Surety Company)

STATE OF WASHINGTON)
) ss.
COUNTY OF)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged as the _____ of _____ that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: _____

(print or type name)

NOTARY PUBLIC in and for the
State of Washington, residing
at: _____

My Commission expires: _____

Ex A

SCHEDULE OF CONTRACT PRICES MCCORMICK WOODS STEP SYSTEM RETROFIT PROJECT

Item No.	Estimated Quantity	Description of Item	Unit Price	Amount
PREPARATION				
1.	L.S.	Mobilization	L.S.	\$ <u>49.52</u>
2.	L.S.	Cleaning / Pumping of existing Septic Tank & Pump Wet Well	L.S.	\$ <u>680.90</u>
DEMOLITION / REMOVAL OF EXISTING PUMP SYSTEM				
3.	L.S.	Removal of existing Pump & Appurtenances in Pump Wet Well	L.S.	\$ <u>61.90</u>
4.	L.S.	Plugging and/or Grouting existing Pump Wet Well Pipes and Septic Tank discharges to existing Pump Wet well	L.S.	\$ <u>61.90</u>
5.	1 C.Y.	Removal and disposal of top 2' of existing Pump Wet Well and backfill to within 6" of grade with builders sand. Cap with native material and restore to surrounding landscape conditions.	\$	\$ <u>247.60</u> \$ <u>247.60</u>
6.	6 C.Y.	Backfill Secondary Septic Tank Chamber with builders sand to within 6" of the top of baffle wall between the primary and secondary tank.	\$	\$ <u>680.90</u> \$ <u>680.90</u>
7.	9 C.Y.	Cap secondary chamber with 6" of concrete sloping finished product to the primary Septic Tank chamber	\$	\$ <u>61.90</u> \$ <u>61.90</u>
8.	L.S.	Remove the existing inlet deflector of the incoming pipe at Septic Tank inlet	L.S.	\$ <u>61.90</u>
NEW SEWER PUMP SYSTEM				
9.	20 L.F. (max)	1 1/4" SCH. 40 PVC Pipe from existing Septic Tank to connection point at existing pump discharge pipe	\$	\$ <u>123.80</u> \$ <u>123.80</u>
10.	1 EA.	Grinder Pump (must meet tech spec & pump curve)	\$	\$ <u>2405.43</u> \$ <u>2405.43</u>
11.	1 EA.	NEMA 4X Lockable Control Panel with startup delay capability	\$	\$ <u>730.42</u> \$ <u>730.42</u>

City of Port Orchard
McCormick Woods STEP System Retrofit Project Contract C059-20 LD-15
Contract Documents

07/2020

Item No.	Estimated Quantity	Description of Item	Unit Price	Amount
12.	L.S.	Conduit and power connection from house to existing septic tank (incl explosive gas seal-off)	\$ 1733 ²⁰	\$ 1733 ²⁰
13.	1 L.S.	Surface restoration and Clean up	\$ 212. ⁹⁴	\$ 212. ⁹⁴

COST PER CONVERSION: \$

~~7752.42~~ 7112.31^{ATL}

TOTAL BID FOR 82 HOME CONVERSIONS

SUB-TOTAL BID (COST PER CONVERSION X 82 CONVERSIONS):

\$ 583,209.42

9% SALES TAX ON SUB-TOTAL BID:

\$ 52,488.85

TOTAL BID FOR 82 HOME CONVERSIONS:

\$ 635,698.27

SALES TAX

In accordance with Section 1-07.2 (2 DOR Rule 170) State Sales Tax: Work performed on real property as it applies to the construction and repairing of new or existing buildings, or other structures, upon real property, the Contractor "shall collect from the Contracting Agency, retail sales tax on the full contract price". The Contractor shall not include the retail sales tax in the unit bid item prices or in other amounts. An exception to this is that the "Contracting Agency will not add sales tax for the purchase or rental of tools, machinery, equipment, or consumable supplies not integrated into the project. Such sales taxes shall be included on the unit bid item prices or in any other contract amount".



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>September 22, 2020</u>
Subject:	<u>Adoption of a Resolution Approving a</u>	Prepared by:	<u>Mark Dorsey, P.E.</u>
	<u>Contract with HDR Engineering, Inc. to</u>		<u>Public Works Director</u>
	<u>Conduct a Study of Consolidating the</u>	Atty Routing No.:	<u>Public Works-Matter 9</u>
	<u>McCormick Woods and Port Orchard</u>	Atty Review Date:	<u>September 16, 2020</u>
	<u>Water Systems</u>		

Summary: The City of Port Orchard has been awarded a Grant by the Washington State Department of Health, Office of Drinking Water to conduct a study of consolidating the McCormick Woods and City of Port Orchard Water Systems. On May 4, 2020, the City's Public Works Department selected three (3) qualified firms from the current MRSC Professional Services Roster (see Resolution Exhibit A attached) for the Main Category; Engineering Services and Sub-Category; Water System Planning and Design. Staff then scored each Statement of Qualification (SOQ) and selected HDR Engineering, Inc. as being the most qualified professional services engineering firm for the Project. On August 7, 2020, the City received a Scope of Work from HDR Engineering, Inc. an amount not to exceed the \$30,000.00 grant for the Water System Consolidation Study. Staff negotiated a contract with HDR Engineering, a copy of which is attached to the Resolution.

Relationship to Comprehensive Plan: Chapter 7 – Utilities

Recommendation: Staff recommends adoption of a Resolution authorizing the Mayor to execute a contract with HDR Engineering, Inc. for the McCormick Woods and City of Port Orchard Water System Consolidation Study, and documenting the Professional Services procurement procedures.

Motion for Consideration: I move to adopt a Resolution authorizing the Mayor to execute a contract with HDR Engineering, Inc. for the McCormick Woods and City of Port Orchard Water System Consolidation Study, and documenting the Professional Services procurement procedures.

Fiscal Impact: A budget amendment may be required.

Alternatives: N/A

Attachments: Resolution, Contract and Department of Health Grant Agreement.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF PORT ORCHARD, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH HDR ENGINEERING, INC. FOR A STUDY ON THE CONSOLIDATION OF THE MCCORMICK WOODS WATER SYSTEM WITH THE CITY OF PORT ORCHARD WATER SYSTEM AND DOCUMENTING ARCHITECTURAL & ENGINEERING SERVICES PROCUREMENT PROCEDURES.

WHEREAS, the City received a grant from the State of Washington to conduct an engineering study pertaining to the consolidation of the McCormick Woods and City of Port Orchard Water Systems, and desires to contract with a qualified firm to conduct the study; and

WHEREAS, pursuant to RCW 39.80, the City of Port Orchard utilizes the MRSC Professional Services Roster, and MRSC solicits by published notice on behalf of participating local government agencies within Washington State (including the City of Port Orchard) Request for Qualifications (RFQ) from professional engineering, surveying, architecture, structural design and related service providers to create that Roster; and

WHEREAS, on May 4, 2020, the City of Port Orchard Public Works Department reviewed the Roster and identified three (3) qualified firms for this study from for the Main Category; Engineering Services and Sub-Category; Water System Planning and Design; and

WHEREAS, the City's Public Works Department then reviewed the qualifications of these three firms based on the specifics of this study, and selected HDR Engineering, Inc. for a Study of Consolidating the McCormick Woods and City of Port Orchard Water Systems, as the most qualified professional services engineering firm; and

WHEREAS, on August 7, 2020 the City's Public Works Department received a viable Project Understanding (Scope and Budget) from HDR Engineering, Inc., and negotiated the terms of an agreement with HDR Engineering for this study; and

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

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

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

THAT: The City Council authorizes the Mayor to execute a contract with HDR Engineering, Inc. to conduct a Study of Consolidating the McCormick Woods and City of Port Orchard Water Systems, as attached hereto as Exhibit A.

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

PASSED by the City Council of the City of Port Orchard, SIGNED by the Mayor and attested by the City Clerk in authentication of such passage on this 22nd day of September 2020.

Robert Putaansuu, Mayor

ATTEST:

Brandy Rinearson, MMC, City Clerk

CITY OF PORT ORCHARD PERSONAL SERVICES AGREEMENT

THIS Agreement is made effective as of the ____ day of _____ 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 HDR ENGINEERING, INC., a corporation, organized under the laws of the State of Nebraska, doing business at:

929 108th Ave NE #1300 (hereinafter the "CONSULTANT")
Bellevue, WA 98004

Contact: Jeff Hansen Phone: 360-570-4410 Email: Jeff.Hansen@hdrinc.com

for personal services in connection with the following Project:

Port Orchard-McCormick Woods Consolidation Feasibility Study

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 "B." 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 "B" and the terms of this Agreement. If delays beyond the Consultant's reasonable control occur, the parties will negotiate in good faith to determine whether an extension is appropriate.

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

3. **Terms.** This Agreement shall commence on _____ ("Commencement Date") and shall terminate March 31, 2021 unless extended or terminated in writing as provided herein. **The**

*City of Port Orchard and HDR Engineering, Inc.
Personal Services Agreement Contract No.*

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Rev 7/18/2019

1 of 10

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 **\$ 30,000.00** 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

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, such approval will not be unreasonably withheld or delayed, and shall be subject to the City's general right of inspection to secure the satisfactory completion thereof. The Consultant agrees to comply with all federal, state and municipal laws, rules and regulations that are now effective or become applicable within the term(s) of this Agreement to the Consultant's business, equipment and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

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

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

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

8. Suspension and Termination of Agreement

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

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

C. Rights Upon Termination.

1. *With or Without Cause.* Upon termination for any reason, all finished or unfinished documents, reports, or other material or work of the Consultant pursuant to this Agreement shall be submitted to the City, and the Consultant shall be entitled to just and equitable compensation for any satisfactory work completed prior to the date of termination, not to exceed the total compensation set forth herein. The Consultant shall not be entitled to any reallocation of cost, profit or overhead. The Consultant shall not in any event be entitled to anticipated profit on work

not performed because of such termination. The Consultant shall use its best efforts to minimize the compensation payable under this Agreement in the event of such termination. Upon termination, the City may take over the work and prosecute the same to completion, by contract or otherwise.

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

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

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

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

10. **Ownership of Work Product.**

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

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

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

12. Indemnification. The Consultant shall defend, indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, including all legal costs and attorneys' fees, arising out of or resulting from the negligent 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.

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 the coverage shall be continually maintained for a period of a three (3) years following completion of Consultant's services under this Agreement.

D. Acceptability of Insurers

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

E. Verification of Coverage

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

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

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

Robert Putaansuu
Mayor
216 Prospect Street
Port Orchard, WA 98366

CONSULTANT
Jeff Hansen
929 108th Ave NE
#1300 Bellevue, WA 98004
Phone: 360-570-4410

Phone: 360.876.4407
Fax: 360.895.9029

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.

E. **Allocation of Risk.** City and Consultant have evaluated the risks and rewards associated with this Agreement, including Consultant's fee relative to the risks assumed, and agree to allocate certain of the risks so, to the fullest extent permitted by law and notwithstanding anything to the contrary in this Agreement, the total aggregate liability of Consultant (and its related corporations, subconsultants and employees) to City and third parties granted reliance shall be limited to \$250,000, for any and all injuries, damages, claims, losses, or expenses (including attorney and expert fees) arising out of Consultant's services or this Agreement regardless of the cause(s) or the theory of liability, including negligence, indemnity, or other recovery.

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 Consultant 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

HDR ENGINEERING, INC.

By: _____
Robert Putaansuu, Mayor

By: _____

Name: _____

ATTEST/AUTHENTICATE:

Title: _____

By: _____
Brandy Rinearson, MMC
City Clerk

APPROVED AS TO FORM:

By: _____
Charlotte A. Archer, City Attorney

APPENDIX A

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

Pertinent Non-Discrimination Authorities:

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

Exhibit B

City of Port Orchard
McCormick Woods Consolidation Study

Scope of Services

Background

The City of Port Orchard (City) has obtained grant funding from the Washington State Department of Health (DOH) to study the feasibility of consolidating the McCormick Woods Water System (McCormick Woods) with the City's system. The City purchased McCormick Woods in 1998 and has been operating it as a satellite system. The purpose of this project is to analyze options for connecting McCormick Woods to the City's system, with goal of providing source redundancy and resiliency to both systems. The scope of services to be provided by HDR Engineering, Inc. (HDR) is described below.

Scope of Services

Task 1. Project Management

Objective:

Manage the scope, schedule and budget for the project. Work with the City's project manager to coordinate activities among staff from the HDR team and the City. Oversee the HDR team to complete project services.

HDR Services:

1. Organize and manage HDR project team and coordinate with City project manager on completion of City responsibilities.
2. As needed, update project scope, schedule and budget to respond to any changes authorized by the City.
3. Conduct internal team meetings as needed to track and manage progress.
4. Prepare monthly invoices using standard HDR format. Prepare brief written progress reports each month to accompany the invoice.

City Responsibilities:

1. Review monthly progress reports and respond to issues identified, if applicable.
2. Process monthly invoices; and communicate questions or issues to HDR Project Manager.
3. If new events or policy changes affecting the plan occur during the course of plan development, notify the HDR Project Manager promptly.

Assumptions:

1. Project duration will be five months (this assumption provides a basis for estimating the cost of routine project management activity).

Deliverables:

1. Monthly invoice and progress report.

Task 2. Consolidation Analysis***Objective:***

Prepare a feasibility analysis of consolidating the two water systems, culminating in preparation of a preliminary engineering report to meet DOH requirements.

HDR Services:

1. Identify up to three options for connecting McCormick Woods to the City's system. Due to the distance and hydraulic grade separating the two systems, it is estimated that approximately one mile of piping and booster pumping will be needed for water from the City's system to be conveyed to McCormick Woods. The City has preliminarily identified two potential pipeline routes for connection piping. Information on these routes will be provided to HDR. Email, phone, and virtual meeting (e.g., Webex) communications will be used to confirm the options to advance to analysis.
2. Conduct hydraulic modeling to determine technical feasibility of each option and to inform preliminary sizing of piping and booster pumping needed to meet McCormick Woods current and 20-year projected demands as well as the City's design standards.
3. Identify and conceptually size infrastructure needed to fully implement each option. As noted above, this will include connection piping and booster pumping. Provisions for emergency power at the booster pump station will be discussed with the City and included if needed to meet the City's design standards. Also included will be provisions for fluoride addition at McCormick Woods wells, so that water quality is consistent in this regard.
4. Prepare conceptual level cost estimates for the options.
5. Identify funding opportunities, to include the potential for State Revolving Fund (SRF) and WIFIA.
6. Prepare Preliminary Engineering Report. This will be the deliverable submitted to DOH to meet the grant requirements, documenting the results of the above analysis. Three iterations are planned for:
 - a. Initial Draft. For City review/comment.
 - b. Draft. For DOH review/comment.
 - c. Final.

City Responsibilities:

1. Provide information related to the routing of the connection piping options previously identified.
2. Provide current hydraulic model of the City’s system.
3. Provide current City design standards.
4. Confirm the McCormick Woods wells will require fluoridation.
5. Provide consolidated set of review comments on Initial Draft Preliminary Engineering Report within two weeks after submittal to City.

Assumptions:

1. Project duration will be seven months (this assumption provides a basis for estimating the cost of routine project management activity).
2. No calibration of the City’s water system hydraulic model is required.
3. Fluoridation of the McCormick Woods wells will be required. City to confirm legal requirements.
4. Cost estimates will be developed to the level of AACE Class 5 opinions of probable construction cost (i.e., within an uncertainty range of +100% to -50%).
5. DOH review of Draft Preliminary Engineering Report will be conducted within two months.
6. All deliverables will be electronic (Word and PDF). Any hard copies required for submittal to DOH will be printed by the City.
7. There will be no site visits or in-person meetings.

Deliverables:

1. Preliminary Engineering Report: Initial Draft, Draft, and Final.

Schedule

Milestone	Anticipated Completion Date
Notice to Proceed	August 14, 2020
Conduct Analysis (modeling, infrastructure sizing, cost estimates)	October 30, 2020
Preliminary Engineering Report – Initial Draft	November 15, 2020
Preliminary Engineering Report – Draft	December 15, 2020
DOH Comments Received	February 15, 2021
Preliminary Engineering Report – Final	March 15, 2021

Fee

The estimated fee for professional services identified in this Scope of Services is offered on a **time-and-materials basis not-to-exceed \$30,000**. Professional services rendered in connection with this scope of services will be billed on a time and materials basis with a 3.2 multiplier for actual hours rendered by HDR employees up to the estimated total contract amount in accordance with the terms and conditions outlined in the signed Agreement. Expenses under this Agreement will be billed with a 5% markup.

GVL24702

Grant Agreement

between

Department of Health

and

City of Port Orchard

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FACE SHEET

Contract Number: CBO24702

**Washington State Department of Health on behalf of
Financial Services Division
Office of Drinking Water
Drinking Water System Repairs and Consolidation**



1. CONTRACTOR City of Port Orchard		2. CONTRACTOR Doing Business As (optional) Address doing Business as	
3. CONTRACTOR Representative Jacki Brown Utility Manager 360-876-4991 publicworks@cityofportorchard.us		4. DOH Representative Eloise Rudolph Grants and Loan Officer 360-236-3124 Eloise.Rudolph@doh.wa.gov PO BOX 47822 Olympia, WA 98504-7822	
5. Contract Amount \$30,000	6. Funding Source Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	7. Start Date DOE	8. End Date 6/30/2021
9. Federal Funds (as applicable) N/A	10. Federal Agency N/A	11. CFDA Number: N/A	
12. Tax ID # 91-6001487	13. SWV # 00265665-00	14. UBI # 182-000-005	15. DUNS # 08.193.2790
16. Contract Purpose The purpose of this contract is to fund a study for the consolidation of McCormick Woods's water system (PWSID 40529) with Port Orchard.			
DOH and CONTRACTOR acknowledge and accept the terms of this Contract and have executed this Contract on the date below to start as of the date and year referenced above. The rights and obligations of the parties are governed by the Contract Special Terms and Conditions, General Terms and Conditions, Attachment "A" -- Scope of Work, and Attachment "B" -- Budget.			
FOR CONTRACTOR  Mayor Robert Putiansku Date Signed: 12/31/2019		FOR DOH  Department of Health Contracting Officer Signature 1/2/2020 Frank Webley Contract Specialist III Date Signed:	
APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE			

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Attachment A, Scope of Work

Attachment B, Budget

RECEIVED

JAN 02 2020

**SPECIAL TERMS AND CONDITIONS
CAPITAL
STATE FUNDS**

1. CONTRACT MANAGEMENT AND COMMUNICATIONS

Communication regarding Contract performance is delegated by each party to its Contract Representative. Either party may change its Representative by giving prior express notice to the other party. Either party may identify on an as-needed basis an alternate Representative to serve during the stated temporary absence of its primary Representative.

Notices between the parties regarding Contract performance must be by written communication between the Representatives. Written communication includes email but not voice mail. Notices are presumed received by the other party's Representative upon evidence of delivery between the hours of 8:00 am to 5:00 pm except for state holidays and weekends.

2. COMPENSATION

DOH shall pay an amount not to exceed \$30,000 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work and Budget. CONTRACTOR's compensation for services rendered shall be based on the following rates or in accordance with the following terms:

3. EXPENSES

CONTRACTOR may receive reimbursement for travel and other expenses if provided for under the Scope of Work or Budget. Any expense reimbursements are included in the Contract not to exceed amount.

Such expenses may include airfare (economy or coach class only), other transportation expenses, and lodging and subsistence necessary during periods of required travel. Compensation for travel expenses will be made at current state travel reimbursement rates.

4. BILLING PROCEDURES AND PAYMENT

DOH will pay CONTRACTOR upon acceptance of properly completed invoice voucher (Form A-19) submitted to the DOH Representative. Invoices may not be submitted more frequently than monthly.

The invoices must describe and document, to DOH's satisfaction, a description of the work performed, and the progress of the project under the Scope of Work. Each invoice must include the Contract Number GVL24702. If expenses are invoiced, CONTRACTOR must provide a detailed breakdown of each type. A receipt must accompany any single expense in the amount of \$50.00 or more to qualify for reimbursement.

Payments are timely if made by DOH within thirty (30) calendar days after receipt of properly completed invoices. Payment will be sent to the address designated by the CONTRACTOR if other than to the CONTRACTOR Representative.

No payments in advance or in anticipation of performance to be provided under the Scope of Work will be made by DOH.

Duplication of Billed Costs

The CONTRACTOR may not bill DOH for services performed under this Agreement, and DOH shall not pay the CONTRACTOR, if the CONTRACTOR is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs

The CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its SUBCONTRACTORS.

DOH will withhold ten percent (10%) of grant funds until DOH confirms that RECIPIENT has successfully completed all steps for PROJECT COMPLETION. The 10% holdback will be available to RECIPIENT as part of the last grant disbursement.

**SPECIAL TERMS AND CONDITIONS
CAPITAL
STATE FUNDS**

5. SUBCONTRACTOR DATA COLLECTION

CONTRACTOR will submit reports, in a form and format to be provided by DOH and at intervals as agreed by the parties, regarding work under this Grant performed by SUBCONTRACTORS and the portion of Grant funds expended for work performed by SUBCONTRACTORS, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business SUBCONTRACTORS. "SUBCONTRACTORS" shall mean SUBCONTRACTORS of any tier.

6. HISTORICAL OR CULTURAL ARTIFACTS

Certain capital construction projects may be subject to the requirements of Washington State Executive Order 05-05 "Archaeological and Cultural Resources." CONTRACTOR will cooperate with DOH as may be required, to fulfill the requirements of EO-05-05. In the event that historical or cultural artifacts are discovered at the Project site during construction or rehabilitation, the CONTRACTOR or SUBCONTRACTOR shall immediately stop work and notify the local historical preservation officer and the state historic preservation officer at the Department of Archaeology and Historic Preservation at (360) 586-3065. If human remains are discovered, the CONTRACTOR shall immediately stop work and report the presence and location of the remains to the coroner and local enforcement, then contact DAHP and any concerned tribe's cultural staff or committee.

7. INSURANCE

The CONTRACTOR shall maintain coverage for the duration of the project and shall provide proof of coverage and scope of coverage upon request from DOH. Coverage must include comprehensive liability, personal injury, errors and omissions, and contractual liability.

8. ORDER OF PRECEDENCE

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order: The order of precedence for terms and conditions under categories B through E is subject to the proviso that when a Contract term or condition appears in more than one Contract section, the more specific Contract term or condition shall control if the different provisions cannot be harmonized.

- A. Applicable federal and state of Washington statutes and regulations
- B. Special Terms and Conditions
- C. General Terms and Conditions
- D. Attachment A – Scope of Work
- E. Attachment B – Budget

**GENERAL TERMS AND CONDITIONS
CAPITAL
STATE FUNDS**

1. DEFINITIONS

As used throughout this Contract, the following terms shall have the meaning set forth below:

- A. "DOH Representative" shall mean the identified designee authorized to act on behalf of DOH in the management of the Contract.
- B. "DOH" shall mean the Washington State Department of Health.
- C. "Contract" or "Agreement" means the entire written agreement between DOH and the CONTRACTOR, including Attachments, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "CONTRACTOR" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the CONTRACTOR.
- E. "CONTRACTOR Representative" shall mean the identified designee authorized to act on behalf of CONTRACTOR in the management of the Contract.
- F. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, DOH, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- G. "State" shall mean the state of Washington.
- H. "SUBCONTRACTOR" shall mean one not in the employment of the CONTRACTOR, who is performing all or part of those services under this Contract under a separate contract with the CONTRACTOR. The terms "SUBCONTRACTOR" and "SUBCONTRACTORS" mean SUBCONTRACTOR(S) in any tier.

2. ALLOWABLE COSTS

Costs allowable under this Contract are actual expenditures according to the Contract Budget up to the maximum amount stated on the Contract Face Sheet. Staff time reimbursement direct labor cost limited to 3.0% of contract amount.

3. ALL WRITINGS CONTAINED HEREIN

This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

4. AMENDMENTS

This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

5. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35

The CONTRACTOR must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

6. ASSIGNMENT

Neither this Contract, nor any claim affecting the Contract terms and conditions may be transferred or assigned by the CONTRACTOR without prior written consent of DOH.

7. ATTORNEYS' FEES

Unless expressly permitted by statute or under another provision of the Contract, in the event of litigation or other action brought to enforce Contract terms, each party agrees to bear its own attorney's fees and costs.

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8. CODE REQUIREMENTS

All construction and rehabilitation projects must satisfy the requirements of applicable local, state, and federal building, mechanical, plumbing, fire, energy and barrier-free codes. Compliance with the Americans with Disabilities Act of 1990 28 C.F.R. Part 35 will be required, as specified by the local building Department.

9. CONFORMANCE

If any provision of this contract violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

10. CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, DOH may, in its sole discretion, by written notice to the CONTRACTOR, terminate this Contract if it is found after due notice and examination by DOH that there is a violation of the Ethics in Public Service Act, Chapters 42.52 RCW, 42.23 RCW; or any similar statute involving the CONTRACTOR in the procurement of, or performance under this contract.

11. DISALLOWED COSTS

The CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its SUBCONTRACTORS.

12. DISPUTES

Except as otherwise provided in this Contract, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the DOH Director of the Office of Drinking Water (Director), who may designate a neutral person to decide the dispute. The parties will be equally responsible for any reasonable costs incurred by the neutral.

The request for a dispute hearing must:

- be in writing;
- state the disputed issues;
- state the relative positions of the parties;
- state the requesting party's name, address, and Contract number; and
- be mailed to the other party's (respondent's) Representative within three (3) working days after the parties agree that they cannot resolve the dispute.

The respondent shall send a written answer to the requestor's statement to both the Director or the Director's designee and the requestor within five (5) working days.

The Director or designee shall review the written statements and reply in writing to both parties within ten (10) working days. The Director or designee may extend this period if necessary by notifying the parties.

The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding.

The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this Contract is intended to limit the parties' choice of a mutually acceptable alternate dispute resolution (ADR) method as an alternative to or in addition to the dispute hearing procedure outlined above.

13. DUPLICATE PAYMENT

The CONTRACTOR certifies that work to be performed under this Contract does not duplicate any work to be charged against any other contract, subcontract, or other source.

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14. GOVERNING LAW AND VENUE

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

15. INDEMNIFICATION

CONTRACTOR agrees to defend, indemnify, and hold harmless DOH and the state of Washington for claims arising out of or incident to CONTRACTOR'S or CONTRACTOR'S SUBCONTRACTOR'S acts or omissions in the performance of the Contract. CONTRACTOR'S obligation to defend, indemnify, and hold harmless DOH and the state of Washington shall not be eliminated or reduced by any actual or alleged concurrent negligence of the state of Washington and DOH, including their agents, agencies, employees and officials. CONTRACTOR'S obligation to defend, indemnify, and hold harmless DOH and the state of Washington includes any claim by CONTRACTOR'S agents, employees, officers, SUBCONTRACTORS, or SUBCONTRACTORS' employees.

The CONTRACTOR waives its immunity under Title 51 RCW to the extent it is required to defend, indemnify, and hold harmless the state and its agencies, officers, agents or employees.

16. INDEPENDENT CAPACITY OF THE CONTRACTOR

The parties intend that an independent CONTRACTOR relationship will be created by this Contract. The CONTRACTOR and its employees, agents, or SUBCONTRACTORS performing under this Contract are not employees or agents of the state of Washington or DOH. The CONTRACTOR may not hold itself out as or claim to be an officer or employee of DOH or of the state of Washington by reason hereof, nor may the CONTRACTOR make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the CONTRACTOR.

17. INDUSTRIAL INSURANCE COVERAGE

The CONTRACTOR must comply with all applicable provisions of Title 51 RCW, Industrial Insurance. If the CONTRACTOR fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, DOH may collect from the CONTRACTOR the full amount payable to the Industrial Insurance Accident Fund. DOH may deduct the amount owed by the CONTRACTOR to the accident fund from the amount payable to the CONTRACTOR by DOH under this Contract, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the CONTRACTOR.

18. LAWS

The CONTRACTOR shall comply with all applicable laws, ordinances, codes, regulations and policies of local, state, and federal governments, as now or hereafter amended. All construction projects must be bid and awarded per RCW 39.04.

19. LICENSING, ACCREDITATION AND REGISTRATION

The CONTRACTOR shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

20. LIMITATION OF AUTHORITY

Only a party's Representative or the Representative's designee (designation to be made in writing prior to action) shall have the express, implied, or apparent authority to communicate with the other party regarding performance of the Contract. Changes to the Contract must be done by written amendment.

21. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

During the performance of this Contract, the CONTRACTOR shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the CONTRACTOR's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this contract may

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be rescinded, canceled or terminated in whole or in part, and the CONTRACTOR may be declared ineligible for further contracts with DOH. The CONTRACTOR shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

22. PREVAILING WAGE LAW

The CONTRACTOR certifies that all CONTRACTORS and SUBCONTRACTORS performing work on the Project shall comply with state Prevailing Wages on Public Works, Chapter 39.12 RCW, as applicable to the Project funded by this contract, including but not limited to the filing of the "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" as required by RCW 39.12.040. The CONTRACTOR shall maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and shall make such records available for DOH's review upon request.

23. PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

The funds provided under this Contract shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such funds or any other approval or concurrence under this Contract provided, however, that reasonable fees or bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not prohibited if otherwise eligible as project costs.

24. PUBLICITY

The CONTRACTOR agrees not to publish or use any advertising or publicity materials in which the state of Washington or DOH's name is mentioned, or language used from which the connection with the state of Washington's or DOH's name may reasonably be inferred or implied, without the prior written consent of DOH.

25. RECAPTURE

In the event that the CONTRACTOR fails to perform this contract in accordance with state laws, federal laws, and/or the provisions of this contract, DOH reserves the right to recapture funds in an amount to compensate DOH for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the CONTRACTOR of funds under this recapture provision shall occur within the time period specified by DOH. In the alternative, DOH may recapture such funds from payments due under this Contract.

26. RECORDS MAINTENANCE

The CONTRACTOR must maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract.

CONTRACTOR will retain such records for a period of six (6) years following the date of final payment.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

27. REGISTRATION WITH DEPARTMENT OF REVENUE

If required by law, the CONTRACTOR will complete registration with the Washington State Department of Revenue.

28. RIGHT OF INSPECTION

At no additional cost, all records works relating to the CONTRACTOR's performance under this Contract shall be subject at all reasonable times to inspection, review, and audit by DOH, the Office of the State Auditor, and federal and state officials so authorized by law, in order to monitor and evaluate performance, compliance, and quality assurance under this Contract. The CONTRACTOR shall provide access to its facilities for this purpose.

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29. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, DOH may suspend or terminate the Contract under the "Termination for Convenience" clause, without the ten (10) business day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

30. SEVERABILITY

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

31. SUBCONTRACTING

The CONTRACTOR shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, DOH in writing may: (a) require the CONTRACTOR to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the CONTRACTOR from subcontracting with a particular person or entity; or (c) require the CONTRACTOR to rescind or amend a subcontract.

Every subcontract shall bind the SUBCONTRACTOR to follow all applicable terms of this Contract. The CONTRACTOR is responsible to DOH if the SUBCONTRACTOR fails to comply with any applicable term or condition of this Contract. The CONTRACTOR shall appropriately monitor the activities of the SUBCONTRACTOR to assure conformity with the Scope of Work and Budget. In no event shall the existence of a subcontract operate to release or reduce the liability of the CONTRACTOR to DOH for any breach in the performance of the CONTRACTOR's duties.

Every subcontract entered into by CONTRACTOR must include a term that the state of Washington and DOH are not liable for claims or damages arising from CONTRACTOR'S or SUBCONTRACTOR'S performance or omissions.

32. SURVIVAL

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

33. TAXES

All payments accrued on account of payroll taxes, unemployment contributions, the CONTRACTOR's income or gross receipts, any other taxes, insurance or expenses for the CONTRACTOR or its staff shall be the sole responsibility of the CONTRACTOR.

34. TERMINATION FOR CAUSE

In the event DOH determines the CONTRACTOR has failed to comply with any material term or condition of this Contract in a timely manner, DOH may suspend or terminate this Contract. Before suspending or terminating the Contract, DOH shall notify the CONTRACTOR in writing of the need to take corrective action. If corrective action is not taken within the time period stated in the DOH notice, which shall be no less than twenty (20) calendar days in the absence of good cause for a lesser period, the Contract may be terminated or suspended.

DOH reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the CONTRACTOR from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the CONTRACTOR or a decision by DOH to terminate the contract.

35. TERMINATION PROCEDURES

The rights and remedies of DOH provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

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After receipt of a notice of termination, and except as otherwise directed by the DOH Representative, the CONTRACTOR shall:

1. Stop work under the contract on the date, and to the extent specified, in the notice;
2. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
3. Assign to DOH, in the manner, at the times, and to the extent directed by the DOH Representative, all of the rights, title, and interest of the CONTRACTOR under the orders and subcontracts so terminated, in which case DOH has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
4. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the DOH Representative to the extent the DOH Representative may require, which approval or ratification shall be final for all the purposes of this clause;
5. Transfer title to DOH and deliver in the manner, at the times, and to the extent directed by the DOH Representative any property which, if the contract had been completed, would have been required to be furnished to DOH;
6. Complete performance of such part of the work as shall not have been terminated by the DOH Representative; and
7. Take such action as may be necessary, or as the DOH Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the CONTRACTOR and in which DOH has or may acquire an interest.

36. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by Authorized Representative of DOH.

SCOPE OF WORK
2019 Consolidation Feasibility Grant

Project Title: Port Orchard-McCormick Woods Consolidation Feasibility Study, 2019-3712

PURPOSE:

The purpose of this grant is to fund a study for consolidation of McCormick Woods's water system (PWSID 40529) with Port Orchard.

Background/General Information:

The City of Port Orchard purchased the McCormick Woods Water System in 1998 and has been operating it as a satellite water system. Providing increased resiliency as well as redundancy to the McCormick Woods Water System is of utmost importance to the City of Port Orchard.

The central objectives of the project are to review the current situation and determine the various opportunities to intertie the two systems. Once this has been accomplished, analyses of those opportunities and estimated costs associated with each shall be provided to the City of Port Orchard. This intertie will give both water systems an increased ability to withstand and recover from natural and man-made disturbances to their functioning. This grant will fund a preliminary engineering report for Port Orchard to consider intertie options.

Funding for this project will not be used for any construction or ground disturbing activities.

Contract Administration:

The funding in this grant is to fund a study for consolidation of McCormick Woods's water system (PWSID 40529) with Port Orchard.

The project's scope of work is comprised of the following activities:

TASK/ACTIVITY:	DELIVERABLES:	ESTIMATED DUE DATE:
<p>Task 1: Preliminary Engineering Report. Tasks include assessing existing infrastructure, intertie options, cost estimates, and funding opportunities.</p>	<p>Preliminary engineering report that includes assessment of existing infrastructure, identification of intertie options, cost estimate of intertie options, and funding opportunities for proposed improvements. Report to be reviewed and approved by Southwest Regional Office of Drinking Water staff.</p> <p>Submit quarterly reports to Eloise Rudolph. The quarterly progress reports should document project accomplishments, existing and potential problem areas, suggestions for improvements, and any desired outcomes achieved. Reports should be a few paragraphs long with sufficient detail for DOH to understand the relative progress of the project since the last reporting period. The last quarterly report serves as the final report and should include summary information about the project.</p> <p>Quarterly reports are due the last working day of each quarter.</p>	<p>March 31, 2021</p>
<p>PAYMENT:</p>	<p>DOH will provide reimbursement to Port Orchard based on approval of quarterly reports and required deliverables. Port Orchard will provide an hourly accounting of time spent for each task in support of invoice.</p> <p>The contractor is responsible for tracking all project expenditures as related to this contract, and for maintaining these records.</p> <p>DOH will withhold 10 percent of the total funding amount (\$3,000) until the project is successfully completed and all deliverables are received and approved by DOH.</p>	
<p>Total Consideration for this contract not to exceed:</p>		<p>\$30,000.00</p>

Budget Project Cost by Cost Category:

COST CATEGORY	CURRENT ESTIMATES
Engineering Report (Preliminary Engineering)	\$20,000
Environmental Review	
Historical Review/Cultural Review	
Land/ROW Acquisition	
Permits	
Public Involvement/Information	
Feasibility Study	\$10,000
DOH Review/Approval Fees:	
Other: (Sales or Use Taxes)	
Construction Engineering/Inspection	
TOTAL ESTIMATED PROJECT COSTS	\$30,000

The project will be considered complete when all the activities identified in the above scope of work are complete.

Project Performance Measures:

- Preliminary engineering report with Southwest Regional Office of Drinking Water approval

Project End Date: All deliverables needs to be submitted by May 1, 2021 for review and approval. Work performed after June 30, 2021 is not eligible for reimbursement.

RECEIVED

JAN 02 2020

DOH Contracts Office



City of Port Orchard

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

Agenda Staff Report

Agenda Item No.:	<u>Business Item 7F</u>	Meeting Date:	<u>September 22, 2020</u>
Subject:	<u>Adoption of a Resolution Authorizing</u>	Prepared by:	<u>Nicholas Bond</u>
	<u>Mayor or Designee to Initiate a Legal</u>		<u>DCD Director</u>
	<u>Action to Seek Abatement of Code</u>	Atty Routing No:	<u>025-20</u>
	<u>Violations Occurring at SE Crawford Road</u>	Atty Review Date:	<u>September 15, 2020</u>

Summary: By this Resolution the City Council would authorize the Mayor or designee to commence litigation against Devin Charles Pate and the owners of vehicles and real property located at SE Crawford Road, as identified in the September 1, 2020, Notice and Order to Abate Junk Vehicles and Public Nuisance for ongoing public nuisance conditions and violations of the Port Orchard Municipal Code.

By way of background, SE Crawford Road is a private road owned collectively by the owners of the properties adjoining the road. In conjunction with efforts to clean up various properties along Crawford Rd., ongoing since 2017, the City of Port Orchard has been pursuing the removal of junk and inoperable vehicles and vehicle dismantling and repair activities from the roadway. Efforts began with an informal inspection and contact with residents and owners and have progressed to a Notice and Order to Abate Junk Vehicles and Public Nuisance issued on September 1, 2020. Despite these efforts, the conditions have gotten significantly worse over the course of this time.

The numerous junk and inoperable vehicles, many of which are full of junk and garbage, contribute to the nuisance conditions in the neighborhood and obstruct the road for residents, the public, and emergency and utility vehicles. In addition, owners who are attempting to clean up their properties and demolish dangerous buildings can't get equipment to their properties to do so.

As Crawford Rd. is private, the City's parking regulations do not apply and junk, inoperable, unlicensed, and nuisance vehicles cannot be impounded by the City as on public roads. As with any private property, the road is subject to abatement under POMC Chapters 9.30 (Nuisances) and 10.92 (Junk Vehicles).

The Notice and Orders were served on September 1 & 3, 2020, to each owner of SE Crawford Rd and to the registered owner of each of the 18 junk and nuisance vehicles present on the road at that time, by certified and regular mail, posted on the road and on each vehicle, requiring removal the violations within 10 days.

The orders were not appealed and Officer Price reinspected on September 14, 2020, finding 17 of the 18 vehicles remaining on the road parcel.

The vehicles violate POMC Chapters 9.30, 20.66, and 10.92, and constitute a public nuisance under these

regulations.

The City has the authority to abate nuisances and junk vehicles, to expend public funds for the purpose, and to recover those funds via various means, under the authority of these regulations and RCW 7.48 and 9.66. The City has budgeted funds for the abatement of dangerous buildings and public nuisances.

The next step to secure compliance with the City's Notice and Order is to file a civil action and seek, among other relief, a Warrant of Abatement from the Kitsap County Superior Court to enter the Property and abate the violations. Authorization to initiate lawsuits on behalf of the City must be obtained from the Port Orchard City Council.

Relationship to Comprehensive Plan: No relationship to Comprehensive Plan.

Recommendation: Provide authorization to the Mayor or designee (Code Enforcement Officer and City Attorney) to move forward with the lawsuit.

Motion for consideration: I move to adopt a Resolution authorizing the Mayor or designee to commence legal action against the owners of the vehicles and real property located at SE Crawford Road for all claims and damages appropriate to remediate the public nuisance conditions and code violations existing on said property.

Fiscal Impact: A \$240 filing fee is required by the Kitsap County Superior Court. The costs of this action, including attorney fees, are chargeable to the vehicle owners, and so may be reimbursed. Due to variables in the cost of abatement, unclear ownership of a number of the vehicles, and the difficulty in collecting such debts, total costs and percentage of recovery of those costs is unknown. It is anticipated that any cost recovery in this case will be limited; however, the City has budgeted adequate funds for dangerous building and public nuisance abatement.

Alternatives: Do not approve Resolution and provide guidance to staff regarding either not moving forward with the abatement or proceeding in a different manner.

Attachments: Resolution, Notice and Order to Abate Junk Vehicles and Public Nuisance.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF PORT ORCHARD, WASHINGTON, AUTHORIZING THE MAYOR OR DESIGNEE TO INITIATE A LEGAL ACTION RELATING TO ONGOING VIOLATIONS OF THE PORT ORCHARD MUNICIPAL CODE OCCURRING AT THE PROPERTY KNOWN AS SE CRAWFORD ROAD.

WHEREAS, the property located at and known as SE Crawford Rd (the "Property") is a private road; and

WHEREAS, the Code Enforcement Officer has identified chronic violations of the Port Orchard Municipal Code on the Property, including the storage of numerous junk, wrecked, inoperable, and nuisance vehicles; and

WHEREAS, the City of Port Orchard has been pursuing the cleanup and removal of the above conditions, via education, voluntary compliance, and enforcement since 2017; and

WHEREAS, those efforts have been unsuccessful and the condition of the Property has worsened; and

WHEREAS, the conditions violate Port Orchard Municipal Code Chapters 20.66, 9.30, and 10.92 and constitute a public nuisance under these regulations; and

WHEREAS, the City has the authority to abate nuisances in accordance with POMC 9.30, RCW 9.66, and RCW 7.48, and to pursue recovery of costs from the vehicle owners; and

WHEREAS, the City issued and served Notice and Order to Abate Junk Vehicles and Public Nuisance on September 1 and 3, 2020, requiring the property and vehicle owners to remove the violations within 10 days; and

WHEREAS, the property and vehicle owners did not remove the violations and did not appeal the notice and orders; and

WHEREAS, at an inspection on September 14, 2020, the Code Enforcement Officer found that the violative conditions remained; and,

WHEREAS, the City Council finds that the above conditions constitute a public nuisance and a threat to public health and safety, and desires to pursue all remedies to remediate these on-going public nuisances and violations of the POMC; now therefore,

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

THAT: The City Council finds that the conditions on the property located at SE Crawford Rd. constitute a public nuisance, as evidenced by the recitals set forth above, and are properly subject to abatement by the City of Port Orchard.

THAT: The Mayor or designee is hereby authorized to commence litigation against Devin Charles Pate and the owners of the vehicles and the real property as identified in the Notice and Order to Abate Junk Vehicles and Public Nuisance, attached as Exhibit A and incorporated herein by reference, for all claims and damages appropriate to remediate the public nuisance conditions existing on said property, as well as any and all code violations currently present on the Property.

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

PASSED by the City Council of the City of Port Orchard, SIGNED by the Mayor, and attested by the City Clerk in authentication of such passage this 22nd day of September 2020.

Robert Putaansuu, Mayor

ATTEST:

Brandy Rinearson, MMC, City Clerk

NOTICE AND ORDER TO ABATE JUNK VEHICLES AND PUBLIC NUISANCE

In re the Premises Located at: SE Crawford Rd. Port Orchard, WA	File No. <u>CE17 0049</u>
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TO: The owners of SE Crawford Road

- Robert Bacon – 7909 14th Ave. SW, Seattle, WA 98106
- Maryann Hicks – 590 Antioch Church Rd., Nicholson, GA 30565
- Jessica Francis – 8950 Kari Ln. NW, Bremerton, WA 98311
- Charley Ralph – 2200 196th St. #40A, Bothell, WA 98012
- Caryn Naddeo – 1137 Naval Ave., Bremerton, WA 98312
- Michael Damek – 1743 SE Crawford Rd., Port Orchard, WA 98366
- Mike & Dona Williams – 11041 Havenwood Rd. SW, Port Orchard, WA 98367
- Jessica Lindberg – PO Box 2135, Port Orchard, WA 98366
- Ebbert Washington Rental, LLC – PO Box 133, Enterprise, OR 97828

You are hereby notified that the property known as SE Crawford Road, described as follows:

BAAP WH IS S 0*36' W 309.76FT & S 89*12' E 30FT FR THE W1/4 COR OF SD SEC 1 CONT S 89*12' E 466FT S 0*36' W 38.5FT N 88*31' W 466.33FT N 0*36' E 33.5FT TO THE POB** TOTALLY ENCUMBERED BY EASEMENTS** (Kitsap County Parcel No. 012301-3-123-2003).

(hereinafter, the Property) contains junk vehicles, in violation of Port Orchard Municipal Code (POMC) and the Revised Code of Washington (RCW). You are receiving this notice because you are the owners of the parcel of land containing SE Crawford Rd., a private road in the City of Port Orchard.

Based on an inspection by Code Enforcement Officer Doug Price, on August 13 and 20, 2020, the following vehicles are junk vehicles as defined by RCW 46.55.010 and declared public nuisances under POMC Chapter 10.92:

- 2001 Saturn SL2 (parts only), WA license 906XFA, VIN 1G8ZK52751Z271197
Registered owner: Nicholas Hawkins
- 1991 Honda Civic CRX, WA license AGG0215, VIN JHMED8354MS800096
Registered owner: unregistered – reported sold to Erik Christen
- 1983 Buick Regal, WA license 534LKZ, VIN unreadable
Registered owner: unknown, no DOL record found
- 1967 Ford F250 pickup, WA license CV2059B, VIN F25YRA46382

- Registered owner: Nicholas Hawkins
- 2004 Kia Spectra, WA license BBE6376, VIN KNAFB121845316896
Registered owner: unregistered – reported sold to Hanray Strandberg
- 1990 GMC S15 pickup, WA license B81422N, VIN 1GTCS14E8L2508003
Registered owner: Brian Yankey
- 1984 Chevrolet Caprice Classic, WA license ASF8885, VIN 2G1AN69H8E9270603
Registered owner: Michael Damek
- 1980s Chevrolet Camaro, no license, VIN unreadable
Registered owner: unknown, no DOL record found
- 1966 Volkswagon, WA license 32624CV, VIN 146033915
Registered owner: Jessica Crowder
- 1993 Ford Festiva, WA license 690ZZY, VIN KNJPT05H4P6100174
Registered owner: James Giles
- 1989 Mazda B2200, WA License C40645N, VIN JM2UF3130K0745145
Registered owner: Devin Charles Pate

In addition, the following vehicles do not meet the definition of junk vehicle, but are apparently inoperable, as defined by POMC 9.30.020 (Nuisances):

- 1995 GMC Sonoma, WA license C17261J, VIN 1GTCS19W4SK533481
Registered owner: Andrew Karametos
- 1996 Dodge Stratus, WA license AFE1162, VIN 1B3EJ46X3TN153897
Registered owner: Michael Damek
- 1993 Chevrolet 1500 pickup, WA license C93788P, VIN 2GCEK19Z6P1160583
Registered owner: Joseph Arredondo
- 1970 Ford F150, WA license B37276G, VIN unreadable
Registered owner: unregistered – no record found
With 1968 camper, WA license 3929UK, VIN MANS1006
Registered owner: unregistered – reported sold to Michael Damek
- 1989 Ford F150, WA license C15194J, VIN 1FTEF14N9KPB13438
Registered owner: Donald Bickle
- 1990 BMW 535, WA license BKP5776, VIN WBAHD2312LBF65687
Registered owner: Vaughan Justin Lester

In addition, garbage, trash, junk, and similar materials is stored in multiple vehicles that are kept or stored on the road, in violation of POMC 9.30.020 (Nuisances).

As a public nuisance, the vehicles, parts, trash, junk, and garbage are subject to abatement. If the vehicles, parts, junk, trash, and garbage are not removed and properly disposed within 10

days of the date of this notice, the City will have them removed and disposed. In accordance with these regulations, the property owners and last known registered owners of the vehicles are jointly and severally responsible for the costs of such abatement. *[The vehicle owners have been notified separately.]*

Request for Hearing.

Under the provisions of POMC Chapter 10.92 and RCW 46.55.240, you may request a hearing regarding the removal and disposal of the vehicle and the assessment of costs against you. **This hearing will be your only opportunity to show that the vehicles were placed on the land without your consent and that you have not subsequently acquiesced in their presence and, therefore, should not be responsible for the costs of abatement. A request for a hearing must be in writing and delivered to the City no later than 10 days after the date of this notice.** The request must be addressed to:

Abatement Hearing Officer
City of Port Orchard
216 Prospect St.
Port Orchard WA, 98366

If you have any questions, please contact Code Enforcement Officer Doug Price at 360-874-5533.

DATED this 1st day of September, 2020.

Mark R. Dorsey, P.E.
Public Works Director/City Engineer
216 Prospect Street
Port Orchard, Washington 98366

CERTIFICATE OF SERVICE

I hereby certify and declare under penalty of perjury that I served the foregoing by mailing via certified and regular first class mail to the owners of SE Crawford Rd., as listed above, and by posting in a conspicuous place upon the property located at **SE Crawford Rd.** on this 1st day of September, 2020.

Doug Price, Code Enforcement Officer



City of Port Orchard

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

Agenda Staff Report

Agenda Item No.:	<u>Business Item 7G</u>	Meeting Date:	<u>September 22, 2020</u>
Subject:	<u>Adoption of a Resolution Authorizing Mayor</u>	Prepared by:	<u>Nicholas Bond</u>
	<u>or Designee to Initiate a Legal Action to Seek</u>		<u>DCD Director</u>
	<u>Abatement of Code Violations Occurring at</u>	Atty Routing No:	<u>025-20</u>
	<u>1743 SE Crawford Road</u>	Atty Review Date:	<u>September 15, 2020</u>

Summary: By this Resolution the City Council would authorize the Mayor or designee to commence litigation against the owner of real property located at 1743 SE Crawford Road, Kitsap County Tax Parcel No. 012301-3-031-2004, for ongoing public nuisance conditions and violations of the Port Orchard Municipal Code. By way of background, the City of Port Orchard has been pursuing the cleanup of 1743 SE Crawford Road and the associated portion of the private road (the "Property") under the provisions of various chapters of Port Orchard Municipal Code since 2017. Efforts began with an informal inspection and personal contact and have progressed to a Notice and Order to Abate Public Nuisance issued on November 20, 2019. The condition of the property and road have gotten significantly worse over the course of this time.

The Property is now entirely filled with junk, trash, indoor furniture and household goods left outside and exposed to the weather, vehicle parts and components, and inoperable, apparently inoperable, junk, wrecked, and/or dismantled or partially-dismantled vehicles, including cars, trucks, motorcycles and mopeds, riding lawnmowers, boats, bicycles, and recreational vehicles. The road contains numerous vehicles not registered, but self-attributed to the owner of the Property, some inoperable, wrecked, being worked on, being dismantled and used for parts, or just being stored due to the lack of available space on the Property. The owner continues to accumulate vehicles. The City has received frequent complaints regarding the Property and continues to receive complaints.

The Notice and Order to Abate was served to the owner by certified and regular mail and posted on the property. The owner verbally acknowledged receipt of the Notice and Order and promised several times that he would get it all done, and did briefly make significant progress, but has not continued to do so. Code Enforcement Officer Doug Price re-inspected the Property on May 8, 2020, finding that vehicles that had been removed were back and the condition appeared to be back to at least as bad as before the Notice and Order was issued. These conditions on the Property violate POMC Chapters 9.30, 20.66, and 10.92, and constitute a public nuisance under these regulations.

The City has the authority to abate nuisances and junk vehicles, to expend public funds for the purpose, and to recover those funds via various means, under the authority of these regulations and RCW 7.48 and 9.66, and additionally, to file a lien against the property under the authority of RCW 35A.21.405. The City has budgeted funds for the abatement of dangerous buildings and public nuisances.

The vehicles on the road obstruct residents, the public, and emergency and utility vehicles (garbage truck, etc.) from reaching the properties at the end of the road, and sometimes block the road entirely.

The next step to secure compliance with the City's Notice and Order is to file a civil action and seek, among other relief, a Warrant of Abatement from the Kitsap County Superior Court to enter the Property and abate the violations. Authorization to initiate lawsuits on behalf of the City must be obtained from the Port Orchard City Council.

Relationship to Comprehensive Plan: No relationship to Comprehensive Plan.

Recommendation: Provide authorization to the Mayor or designee (Code Enforcement Officer and City Attorney) to move forward with the lawsuit.

Motion for consideration: I move to adopt a Resolution authorizing the Mayor or designee to commence legal action against the owners of real property located at 1743 SE Crawford Road for all claims and damages appropriate to remediate the public nuisance conditions and code violations existing on said property.

Fiscal Impact: A \$240 filing fee is required by the Kitsap County Superior Court. All of the costs of this action, including attorney fees, are chargeable to the property owner, and so may be reimbursed. Due to variables in the cost of abatement, response of the owner, and value of the property if sold at tax auction, total costs and percentage of recovery of those costs is unknown. It is anticipated that cost recovery in this case may not exceed \$2,000, which is likely to be only a portion of the cost of this abatement, as that is the limit of what may be recorded as a priority lien for a public nuisance abatement, in accordance with the provisions of RCW 35A.21.405; however, the City has budgeted adequate funds for dangerous building and public nuisance abatement.

Alternatives: Do not approve Resolution and provide guidance to staff regarding either not moving forward with the abatement or moving forward in a different manner.

Attachments: Resolution.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF PORT ORCHARD, WASHINGTON, AUTHORIZING THE MAYOR OR DESIGNEE TO INITIATE A LEGAL ACTION RELATING TO ONGOING VIOLATIONS OF THE PORT ORCHARD MUNICIPAL CODE OCCURRING AT 1743 SE CRAWFORD ROAD.

WHEREAS, the City Code Enforcement Officer has identified multiple chronic violations of the Port Orchard Municipal code occurring at 1743 SE Crawford Rd (the "Property"), including the on-going storage of trash, indoor furniture and household goods left outside and exposed to the weather, vehicle parts and components, and inoperable, apparently inoperable, junk, wrecked, and/or dismantled or partially-dismantled vehicles, including cars, trucks, motorcycles and mopeds, riding lawnmowers, boats, bicycles, and recreational vehicles; and

WHEREAS, the City has been pursuing the cleanup and removal of the above conditions, via education, voluntary compliance, and enforcement since 2017; and

WHEREAS, those efforts have been unsuccessful and the condition of the Property has worsened; and

WHEREAS, the abandoned/inoperable vehicles on the Property obstruct emergency and utility vehicles from reaching the properties at the end of the private road; and

WHEREAS, the above described conditions violate Port Orchard Municipal Code Chapters 20.66, 9.30, and 10.92, and constitute a public nuisance under these regulations; and

WHEREAS, the City has the authority to abate nuisances in accordance with POMC 9.30, RCW 9.66, and RCW 7.48, and to place a lien on the property to recover the costs of abatement, in accordance with RCW 35A.21.405, and/or to pursue recovery of costs from the owner through personal judgment or other legal means; and

WHEREAS, the City issued and served a Notice and Order to Abate Public Nuisance to the owner on November 20, 2019, requiring the Property's owner to correct the violations within 60 days; and

WHEREAS, the owner did not correct the violations, and did not appeal the Notice and Order; and

WHEREAS, at an inspection on May 8, 2020, the Code Enforcement Officer found that the violative conditions were still present; and

WHEREAS, the City Council finds that the above conditions constitute a public nuisance and a threat to public health and safety, and desires to pursue all remedies to remediate these

on-going public nuisances and violations of the POMC; now, therefore,

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

THAT: The City Council finds that the conditions on the property located at 1743 SE Crawford Rd. and on the associated portion of the private roadway constitute a public nuisance, as evidenced by the recitals set forth above, and are properly subject to abatement by the City of Port Orchard.

THAT: The Mayor or designee is hereby authorized to commence litigation against the owner(s) of real property identified as Kitsap County Tax Parcel No. 012301-3-031-2004, for all claims and damages appropriate to remediate the public nuisance conditions existing on said property, as well as any and all code violations currently present on the property.

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

PASSED by the City Council of the City of Port Orchard, SIGNED by the Mayor, and attested by the City Clerk in authentication of such passage this 22nd day of September 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.: Business Item 7H
Subject: Approve and Ratify the Mayor’s
Second Extension of Proclamation of Local
Emergency Pursuant to RCW 38.52.070

Meeting Date: September 22, 2020
Prepared by: Charlotte Archer
City Attorney
Atty Routing No.: N/A
Atty Review Date: N/A

Summary: On March 16, 2020, the Mayor issued a Proclamation of Local Emergency (the “Proclamation”) for the City of Port Orchard due to the spread of the novel coronavirus known as COVID-19, pursuant RCW 35A.34.140, RCW 38.52.070(2), and RCW 39.04.280. The Proclamation authorizes department directors, at the direction of the Mayor, to take actions necessary to mitigate and continue to operate, including modified work schedules, reassignment of personnel, and to waive the competitive bidding and public notice requirements for the procurement of goods and services necessary to prepare for, prevent and respond to this emergency. The Mayor regularly reports to the Council throughout the emergency as to the measures taken to protect the public health, safety and welfare. All contracts executed pursuant to this Proclamation will be submitted to the Council at the earliest practical time.

On June 16, 2020, in light of the continued state of emergency in the City due to COVID-19, the Mayor extended his Proclamation for an additional ninety days. Due to a continued state of emergency and based on guidance from federal, state and local health officials, on September 13, 2020, the Mayor extended his Proclamation until the end of the year, December 31, 2020.

Recommendation: The Mayor seeks the Council’s ratification of the Second Extended Proclamation by motion of the Council.

Relationship to Comprehensive Plan: N/A

Motion for consideration: “I move to approve of and ratify the Mayor’s Second Extension of the Proclamation of Local Emergency, dated the 13th of September 2020, pursuant to Port Orchard Municipal Code 2.80.210 and RCW 38.52.070.”

Fiscal Impact: Unknown

Alternatives: N/A

Attachments: March 16, 2020, Proclamation; June 16, 2020, Extended Proclamation; September 13, 2020, Second Extended Proclamation.

**CITY OF PORT ORCHARD
SECOND EXTENSION OF
PROCLAMATION OF LOCAL EMERGENCY**

WHEREAS, on March 16, 2020, I as the Mayor of Port Orchard issued a Proclamation of Local Emergency due to the COVID-19 pandemic; and

WHEREAS, on June 16, 2020, I extended the Proclamation of Local Emergency due to the continued state of emergency present in Port Orchard; and

WHEREAS, the COVID-19 pandemic persists as a global public health and safety emergency, and emergency orders issued by the President of the United States and the Governor of Washington state are on-going; and

NOW, THEREFORE, IT IS PROCLAIMED BY THE MAYOR OF THE CITY OF PORT ORCHARD that a continued emergency exists in the City of Port Orchard as a result of the aforementioned conditions and, therefore:

Section 1. Pursuant to Port Orchard Municipal Code 2.80.210, the Proclamation of Local Emergency issued on March 16, 2020, and extended on June 16, 2020, is hereby extended to December 31, 2020 at 11:59 PM, unless extended or earlier terminated by the Mayor. The terms of that Proclamation of Local Emergency remain in effect for the duration of this extension. The Mayor will submit this to the City Council for ratification as soon as is practicable.

Section 2. A copy of this proclamation shall be disseminated via the City’s regular means for official notices and shall be made available to the media and general public.

Issued by the Mayor of Port Orchard on this 13th day of September, 2020.



Robert Putaansuu, Mayor

ATTEST:



Brandy Rinearson, MMC, City Clerk





**CITY OF PORT ORCHARD
EXTENSION OF
PROCLAMATION OF LOCAL EMERGENCY**

WHEREAS, on March 16, 2020, I as the Mayor of Port Orchard issued a Proclamation of Local Emergency due to the COVID-19 pandemic; and

WHEREAS, the COVID-19 pandemic persists as a global public health and safety emergency, and emergency orders issued by the President of the United States and the Governor of Washington state are on-going; and

NOW, THEREFORE, IT IS PROCLAIMED BY THE MAYOR OF THE CITY OF PORT ORCHARD that a continued emergency exists in the City of Port Orchard as a result of the aforementioned conditions and, therefore:

Section 1. Pursuant to Port Orchard Municipal Code 2.80.210, the Proclamation of Local Emergency issued on March 16, 2020 is hereby extended an additional ninety (90) days from the date of this extension, unless extended or earlier terminated by the Mayor. The terms of that Proclamation of Local Emergency remain in effect for the duration of this extension. The Mayor will submit this to the City Council for ratification as soon as is practicable.

Section 2. A copy of this proclamation shall be disseminated via the City’s regular means for official notices and shall be made available to the media and general public.

Issued by the Mayor of Port Orchard on this 16th day of June, 2020.



Robert Putaansuu, Mayor

ATTEST:



Brandy Rinearson, MMC, City Clerk





**CITY OF PORT ORCHARD
PROCLAMATION OF LOCAL EMERGENCY**

WHEREAS, on February 29, 2020, the Governor of Washington proclaimed a state of emergency for all counties in the state of Washington due to the spread of a novel coronavirus now known as COVID-19; and

WHEREAS, on March 11, 2020, the World Health Organization declared that the spread of COVID-19 had resulted in a global pandemic; and

WHEREAS, on March 13, 2020, the President of the United States issued an emergency declaration due to the COVID-19 pandemic, and authorized Federal Emergency Management Agency (FEMA) assistance and aid pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. 5121-5207; and

WHEREAS, the Kitsap Public Health District has identified at least five positive cases of COVID-19 in Kitsap County, and the Kitsap Public Health District Health Officer reports that it will likely spread and cause adverse health impacts to the residents of the County; and

WHEREAS, according to medical experts from the Center for Disease Control (CDC) and the Kitsap Public Health District, COVID-19 poses a substantial likelihood of risk of severe illness for persons at a higher risk, including older adults, pregnant women, and people with other health conditions; and

WHEREAS, the CDC has classified COVID-19 as endemic to the Puget Sound region;

NOW, THEREFORE, IT IS PROCLAIMED BY THE MAYOR OF THE CITY OF PORT ORCHARD that an emergency exists in the City of Port Orchard as a result of the aforementioned conditions and, therefore:

Section 1. Pursuant to this proclamation and RCW 35A.34.140, RCW 38.52.070(2), and RCW 39.04.280, the requirements of competitive bidding and public notice are hereby waived with reference to any contract relating to the lease or purchase of supplies, equipment, personal services, or public works, or any contract for professional or personal services necessary to prepare for, prevent, and respond to this emergency.

Section 2. Pursuant to this proclamation, City of Port Orchard departments are authorized to take actions necessary to mitigate and prevent this threat to public health and safety and impacts upon publicly-owned infrastructure, including issuance of emergency permits, re-assignment of personnel, modifications of employee work schedules, and other measures necessary to ensure the health and safety of the City's employees and the public.

Section 3. A copy of this proclamation shall be disseminated via the City's regular means for official notices and shall be made available to the media and general public.

Section 4. This proclamation shall expire ninety (90) days from the date of issuance, unless extended or earlier terminated by the Mayor.

Issued by the Mayor of Port Orchard on this 16th day of March, 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>Business Item 71</u>	Meeting Date:	<u>September 22, 2020</u>
Subject:	<u>Approval of the Public Participation</u>	Prepared by:	<u>Nick Bond, AICP</u>
	<u>Program for the South Kitsap</u>		<u>DCD Director</u>
	<u>Community Events Center</u>	Atty Routing No.:	<u>N/A</u>
		Atty Review Date:	<u>N/A</u>

Summary: The City is under contract with Rice Fergus Miller for the planning and design of the proposed South Kitsap Community Event Center. This project includes significant public outreach which is set to be initiated in the next few weeks. As part of the City’s commitment to communicating with and listening to its residents and other future users of the proposed facility, the City has worked with RFM to prepare the attached Public Participation Program. This program provides a clear explanation of the project, objectives, and the efforts that the City will take to engage with the public throughout the planning and design process.

Recommendation: Staff recommends that the City Council approve the Public Participation Program for the South Kitsap Community Events Center.

Relationship to Comprehensive Plan: N/A

Motion for Consideration: “I move to approve the Public Participation Program for the South Kitsap Community Events Center.”

Fiscal Impact: N/A

Alternatives: Direct staff and the City’s consultant to revise the Public Participation Program. Do not adopt a public participation program.

Attachments: Public Participation Program for the SKCEC.

SOUTH KITSAP COMMUNITY EVENTS CENTER PUBLIC PARTICIPATION PROGRAM

09.15.2020

STEERING COMMITTEE

Rob Putaansuu - City of Port Orchard, Mayor
rputaansuu@cityofportorchard.us

Nick Bond - City of Port Orchard, Development Director
nbond@cityofportorchard.us

Keri Sallee - City of Port Orchard, Long Range Planner
ksallee@cityofportorchard.us

Jill Jean - Kitsap Regional Library, Library Director
jjean@krl.org

Steve Rice - Rice Fergus Miller, Principal/Architect
srice@rfmarch.com

Lorie Limson Cook - Rice Fergus Miller, Project Manager/Architect
llimsoncook@rfmarch.com

I. INTRODUCTION

City of Port Orchard, Kitsap Regional Library and Rice Fergus Miller are conducting public outreach sessions to review the South Kitsap Community Events Center (SKCEC) project as required by the Regional Center Interlocal Agreement (RCILA) between the Kitsap Public Facilities District (KPPFD) and the City of Port Orchard to construct.

Rice Fergus Miller is under contract for Phase 1 (RCILA Tasks 1 & 2) to conduct feasibility studies, programming, conceptual and schematic design. A minimum of three public outreach sessions are planned during this phase in addition to continuous public communication updates as we work towards completion of a selected site and schematic design for this project at the end of this phase.

The purpose of this document is to identify the public participation objectives, approach, audiences, schedule, and opportunities for public participation. This document may be updated over time to reflect the needs of the project.

II. OBJECTIVES

The Public Participation Objectives include:

- Obtain public input regarding site and building programming and design
- Provide opportunities for public participation to review and offer feedback on the overall project.

- Provide regular updates to the public so they understand the issues at hand, solutions in design and the progress of this publicly funded work.
- Use a variety of communication methods while observing WA state regulations in the prevention of the spread of COVID (such as virtual meetings, online surveys, media, social media, mailers, etc.) to offer all residents a variety of ways to participate safely and comfortably.
- Make the public outreach and participation inclusive to people of all ages, races, cultures, and genders while providing special attention to the residents and businesses of the community.

III. APPROACH

Serotonin Creative, under contract through Rice Fergus Miller, will take the lead in the public outreach process. They are a digital agency specializing in public relations, content creation, and social media strategy, among other communications specialties. They will create, organize, monitor, gather the data from public input and provide a summary report on all public outreach efforts. They will work in collaboration with the City of Port Orchard, Kitsap Regional Library and Rice Fergus Miller in all public communications efforts. Public notification of any upcoming public outreach events will be handled collectively by this group to maximize the extents of outreach to a large and meaningful audience.

IV. AUDIENCES

There are several audiences - individuals and agencies - that we will contact to participate in this public outreach sessions and to whom we will provide regular communication on project updates:

- **General Public:** Port Orchard residents, property owners, and business owners.
- **Elected and Appointed Officials:** City Councilmembers, Planning Commissioners, Design Review Board Members.
- **Non-City Service Providers:** Special districts such as Water and Sewer District, Fire District, Kitsap Transit, etc.
- **Non-governmental Organizations:** Chamber of Commerce, Rotary Club of Port Orchard and other service clubs, the Port Orchard Bay Street Association (POBSA), Kitsap Alliance of Property Owners (KAPO), Futurewise, Vibe Coworks, Bremerton Conference Center, Kitsap County Trade Show organizations, Kitsap Economic Development Alliance, Chris Craft Rendezvous Organizers, etc.
- **State, Regional, and Other Local Government Organizations:** Kitsap Public Facilities District, Puget Sound Regional Council, Kitsap County, Kitsap Regional Coordinating Council, the Suquamish Tribe, and the cities of Bremerton, Gig Harbor, Poulsbo, Bainbridge Island, WSDOT, the Department of Commerce, the Department of Fish and Wildlife, the Department of Ecology, the Port of Bremerton, and the Department of Natural Resources, Port Orchard Police Department.

- **Military:** The US Navy, NAVSEA, PSNS, Bangor, Ombudsman Assembly, U.S. Department of Veterans Affairs and other veterans organizations
- **Educational Groups:** With a focus getting input not only from educators, but also parents and students, South Kitsap School District, Olympic College, WSU, Boys and Girls Club, OESD 114, Olympic Kitsap Early Learning Coalition, OurGEMS, West Sound STEM Network, Leadership Kitsap, Homeschool Groups, South Kitsap Student Body leadership, PTSA, DECA, Student Activism Groups, Kitsap Youth Activism, SKHS Crew Team
- **Civic/Cultural Groups:** NAACP, KIAC, Council for Human Rights, Fathoms of Fun, LGBTQ, League of Women Voters, Long Lake Garden Club, Manchester Citizens Advisory Group, Manchester Community Association; arts and entertainment groups like WWCA and The Roxy; Fathoms O' Fun Festival Coordinators; online community groups and other South Kitsap civic groups
- **Social Welfare/Religious Groups:** Housing Kitsap, KCR, KRM KPHD, Kitsap Rescue Mission, The Coffee Oasis, Stand Up for Kids, Salvation Army, Kitsap Aging and Long-term Care, Givens Community Center, SK Helpline, Meals on Wheels, Washington Veterans Homes, YWCA, area churches and affiliated faith and religious groups
- **Business Development Groups:** SBDC, KEDA, Kitsap Visitors Bureau, WorkSource
- **Library Groups:** Patrons, Friend of the Library, Volunteers, Board of Trustees, Foundation Board, Puget Sound Genealogical Society
- **Other underrepresented groups.** We will continue to update this audience list as we progress.

V. ROLE OF DECISION MAKERS

City Council: The City Council will provide policy guidance and is the final decision maker for the approval of the site and building design. Council members will be notified of public outreach sessions and are invited to participate early in the planning process. All public outreach sessions will be noticed appropriately so that all Council members are able to fully participate in these events. The Council will receive periodic updates and will review the Steering Committee recommendations for the project. Council will have a meeting in January 2021 to make the final project site selection and approval of the program. They will have another meeting in October 2021 to review the schematic design, conduct a feasibility study with KPFD, confirm the approval to move forward with the project and approve the contract for Rice Fergus Miller and the rest of the design team to proceed with Phase 2.

Steering Committee: The SKCEC Steering Committee members are listed at the beginning of this document.

City of Port Orchard will provide policy recommendations and conduct initial review and feedback on presentations to the City Council.

Kitsap Regional Library will provide similar guidance and feedback relative to the library operations and programming.

Rice Fergus Miller will provide project management of the public outreach team and design team efforts. They will work closely with Serotonin Creative to ensure all public outreach efforts and communications stay on track and that we comply with all public record requirements, as outlined by the City of Port Orchard. They will also lead the design team in ensuring project goals and objectives are met.

VI. ROLE OF THE PUBLIC

The South Kitsap Community Events Center is being created for the public –their use, their benefit and their enjoyment. In order for this to be successful, it is important to hear their interests and desires so they are part of our conversations and decision making in programming, planning and design of this facility. It is also important to retain the public’s interest throughout this process by making participation as inclusive, interesting and accessible as possible. This will be accomplished through advertising, outreach, stakeholder involvement, and various public communication platforms.

The Washington State Department of Commerce lists benefits of including citizens in the process:

- Enhances the quality of planning by incorporating a wide variety of information and perspectives.
- Allows communities to make decisions based on shared values.
- Engage citizens in the ownership of local land use challenges and solutions.
- Educates and empowers citizens.
- Supports swift and efficient project implementation.
- Ensures that good plans remain relevant over time.
- Fosters a sense of community and trust in government.

VII. METHODS AND SCHEDULE

The ongoing COVID pandemic presents a unique challenge to our team to effectively maintain communication and constant connection with the public. We will be using methods that safely observe all WA State regulations for public safety and social distancing. Internet access will be a key tool for many of the platforms to be used (i.e. virtual meetings, social media, online surveys, emails, etc.). Since not all citizens may have access to this, we will also utilize traditional methods as an alternative (i.e. mail, combination virtual and in-person meetings, etc.) We will find ways to reach out to a variety of groups to encourage involvement from as wide an audience as possible.

The following tools will be employed to achieve widespread and ongoing citizen involvement:

- 1st Public Outreach Event:
 - This will be an online survey that will be open to the public for 3 weeks in late September to early October 2020 and will be focused on questions about the building program.
 - The Port Orchard branch of Kitsap Regional Library will provide the public outdoor access to Wi-Fi to facilitate community participation.
 - Public notification, including the opening and closing time of the survey plus a link to the survey website will be communicated to the public in a variety of mediums.

- 2nd Public Outreach Event:
 - Depending on the WA State social distancing policies at the time, this could be a combination of a virtual and in-person meeting to be held middle to late November 2020.
 - Presentation of the conceptual design will be shared with the public for feedback.
- 3rd Public Outreach Event:
 - This will be held in 2021 to present the progress of the schematic design to provide an opportunity for public feedback.
 - We will review the WA State social distancing policies at that time and will determine the most appropriate platform to use for this effort.
- Continuous Public Communication:
 - Additional public outreach events may be held as determined from public feedback and the Steering Committee
 - Effective notice of all public outreach events
 - Underrepresented groups will be specifically targeted for outreach
 - The date, time, location and/or any online web links to the events will be published early enough and widely enough for all interested citizens to be notified
 - Notice will be published in the Port Orchard Independent (official newspaper of record) and possibly also the Kitsap Sun
 - Regular press releases will be published ahead of public meetings, and city staff will be available for interested reporters and media outlets
 - Postings in public spaces, social media updates, and email subscription lists
 - Written comments and online public feedback forms will be provided
 - Interested Parties List will be maintained for notification of all public outreach events and press or social media releases of project updates.

IX. CONCLUSION

This Public Participation Program is being presented to City Council for approval and implementation based on the outlined schedule. This program may be updated as conditions change or additional resources to support outreach activities become available. A copy of the program shall be made available for viewing at the front counter of the Department of Community Development and on the city's website.



City of Port Orchard
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Agenda Staff Report

Agenda Item No.:	<u>Business Item 7J</u>	Meeting Date:	<u>September 22, 2020</u>
Subject:	<u>Approval of an Agreement with STANLEY</u>	Prepared by:	<u>Mark Dorsey, P.E.</u>
	<u>Convergent Security Solutions, Inc. for the</u>		<u>Public Works Director</u>
	<u>Public Works Ancillary Facilities Security</u>	Atty Routing No.:	<u>Public Works-Matter 9</u>
	<u>Improvements</u>	Atty Review Date:	<u>September 16, 2020</u>

Summary: On February 25, 2020, the Port Orchard City Council authorized an Agreement with STANLEY Convergent Security Solutions, Inc., through Washington State Department of Enterprise Systems Contract No. 03017 to upgrade City Hall access points with an electronic key card system. That Agreement was the first phase in a multi-phase effort to acquire the software needed to expand access security to other City-owned Public Works (water & sanitary sewer) ancillary facilities dispersed throughout the city, as staff has recognized the need for upgraded security from the current hard key system which provides no benefits for the monitoring of these crucial infrastructure sites. These ancillary facilities house the machinery and chemicals needed for the day-to-day potable water production/distribution and the wastewater collection/conveyance operations, and thereby protecting public health.

The City desires to piggyback on the Washington State Department of Enterprise Systems Contract No. 03017 for these additional phases of the security upgrade project. By this Agreement, the Council would authorize the next phase of security upgrades for City-owned facilities. The Public Works Shop renovations are now complete, and in addition to the recent interior space remodel, that facility could also benefit from electronic key cards for accessing the facility and chipped keys/padlocks for accessing the gated yard. This Public Works Shop security upgrade will be Phase 1 for the ancillary water & sanitary sewer facilities mentioned above. Phase 2 will include securing all exterior access points to each water & sanitary sewer facility with chipped key access that will have the ability to grant/deny permission and track entry. All interior locks at each facility can be upgraded in the future if management deems this necessary as identified below:

<i>Facilities</i>	<i>Quoted Total</i>
Phase 1 - Public Works Shop (incl. License)	\$26,487.00
Phase 2 - Water & Sanitary Sewer Facilities	\$27,090.86

Relationship to Comprehensive Plan: N/A

Recommendation: Staff recommends that the City Council authorize the Mayor to enter into an Agreement with STANLEY Convergent Security Solutions, Inc. for the Ancillary Facilities Security Improvements, and Council has two options:

Option 1 – Phase 1 Public Works Shop only, in the amount of \$26,487.00 (applicable tax included.)

Option 2 – Phase 1 Public Works Shop in the amount of \$26,487.00, plus Phase 2 Water & Sanitary Sewer Facilities, in the additional amount of \$27,090.86 (applicable tax included) for a total of \$53,577.86.

Motion for Consideration: I move to authorize the Mayor to enter into an Agreement with STANLEY Convergent Security Solutions, Inc. for the Ancillary Facilities Security Improvements:

Option 1 – Phase 1 Public Works Shop only, in the amount of \$26,487.00 (applicable tax included.)

Option 2 – Phase 1 Public Works Shop in the amount of \$26,487.00, plus Phase 2 Water & Sanitary Sewer Facilities, in the additional amount of \$27,090.86 (applicable tax included) for a total of \$53,577.86.

Fiscal Impact: As this is not within the current 2019-2020 Biennial Budget, a budget amendment will be required.

Alternatives: Do not approve for 2020 and budget within 2021-2022.

Attachments: STANLEY Quote Phase 1 – Exhibit A, STANLEY Quote Phase 2 – Exhibit B.

Ex A

Phase 1

1 of 2

STANLEY
Security

STANLEY Convergent Security Solutions, Inc.

Investment Type: Direct Sale

Pricing and Deposit Terms

The term of this Schedule is for a period of 60 Months from the date hereof and shall thereafter renew as set forth in the Agreement to which this Schedule of Service and Protection ("SOSP") is a Schedule ("the Agreement").

Transaction Information: New
Warranty Duration: 90 DAYS
Escalation Information: 3% after 36 Months

Total Installation Price*: \$16,400.00 USD
Up-front Deposit*: \$0.00
Payment Plan*:
Balance Due Upon Completion*: \$16,400.00

Customer agrees that SCSS retains a security interest in the equipment until the full purchase price is paid.

The quantities and prices reflected in this SOSP are based upon the estimated number of components specified in blueprints, site surveys, and/or other information provided by Customer and the options selected by Customer. The equipment and scope above are expected to cover the cost of installation as quoted herein. Subject to the terms of the Agreement, SCSS reserves the right to submit Change Orders and to recover any additional costs not previously quoted. Such costs include but are not limited to, for example, additional costs that arise as a result of 1) any change to the scope of work or equipment stated in this SOSP; 2) extensions of time outside of SCSS's direct control; 3) changes in architecture, including IT infrastructure, that were not anticipated in this SOSP; 4) the undisclosed presence of asbestos and/or other environmental, health, and/or safety hazards; and/or 5) any faulty non-SCSS equipment that impacts the performance of the solution proposed by SCSS.

Monthly Service Charges
Total Monthly Fee*: \$29.00 USD
Payment Frequency: Quarterly

Shop

Unless expressly agreed otherwise in the Agreement, SCSS shall have the right to submit invoices for progress payments based on percentage work completed.

Prices do not include taxes

STANLEY Convergent Security Solutions, Inc.

Customer: City of Port Orchard

Michael Cunningham

Security Representative

Senior Security Sales Consultant

Security Representative Title

STANLEY Authorized Manager (Sign)

STANLEY Authorized Manager (Print)

Customer (Sign)

Customer (Print)

Title

Not Binding on SCSS without either Authorized Management Approval Signature or SCSS Begins the Installation or Services.

Account Payment Settings:

PO Required by customer:

Stanley Convergent Security Solutions, Inc. License Information (as of 5-1-2019): AK 1003300; 104891; AL 888, 1278, 1322; 1472; Complaints may be directed to Alabama Electronic Security Board of Licensure, 7956 Vaughn Rd., Montgomery, AL 36116 (334) 264-9388; 48682; AZ ROC204975; AR 032977; CMPY 0001911, Regulated by Arkansas Bd of Private Investigators and Private Security Agencies, #1 State Police Plaza Dr, Little Rock, AR 72209 (501) 618-8600; CA 548019 - C10; LC05911; AC08955, Alarm company operators are licensed and regulated by the Bureau of Security & Investigative Services, Dept. of Consumer Affairs, Sacramento, CA 95814; CT ELC 0184651; LS; DE 04-158; FAL-0001; FL EF0000772; GA 438701; HI 36390; IA AC-211; ID 015830, 022726-AA-4; IL 127001274; KY 339 (Louisville); LA F1162; F875; F1277; 61931; MA 12737A; MD 107-1828; 259; MI 5103423; 3601207680; MN TS001238; MS 19207-SC; 15024172; MT FPL-BEL-000132; NC 23471-SP-FALV; 1839-CSA, Alarm Systems Licensing Bd., 3101 Industrial Drive, Ste 104, Raleigh, NC 27609 (919)788-5320; NH 0424-C; NJ 1074485; 659423; Burglar Alarm Business Lic. # 34BX00022000; NM 374554; NV F400; F401; 0071024; 0084943; NY 12000293169, Licensed by NYS Dept. of State; OH 53-89-1512; OK 953; OR 161567; PA 032736; RI 9448A; TSC 4996; SC FAC3387; BAC5501; TN 1180; 1448; 1650; 1446; CE-D 65528; TX ACR2639; ECR1821; B02140; UT 5704068-6501; VA 2705087235A, 11-5481; WA STANLCS925M2; WV 045298; WI 968322; WY LV-G-23879.

Q-154719

Investment Type: Direct Sale

Pricing and Deposit Terms

The term of this Schedule is for a period of 60 Months from the date hereof and shall thereafter renew as set forth in the Agreement to which this Schedule of Service and Protection ("SOSP") is a Schedule ("the Agreement").

Transaction Information: New
Warranty Duration: 90 DAYS
Escalation Information: 3% after 36 Months

Total Installation Price*: \$7,900.00 USD
Up-front Deposit*: \$0.00
Payment Plan*:
Balance Due Upon Completion*: \$7,900.00

Customer agrees that SCSS retains a security interest in the equipment until the full purchase price is paid.

The quantities and prices reflected in this SOSP are based upon the estimated number of components specified in blueprints, site surveys, and/or other information provided by Customer and the options selected by Customer. The equipment and scope above are expected to cover the cost of installation as quoted herein. Subject to the terms of the Agreement, SCSS reserves the right to submit Change Orders and to recover any additional costs not previously quoted. Such costs include but are not limited to, for example, additional costs that arise as a result of 1) any change to the scope of work or equipment stated in this SOSP; 2) extensions of time outside of SCSS's direct control; 3) changes in architecture, including IT infrastructure, that were not anticipated in this SOSP; 4) the undisclosed presence of asbestos and/or other environmental, health, and/or safety hazards; and/or 5) any faulty non-SCSS equipment that impacts the performance of the solution proposed by SCSS.

Monthly Service Charges
Total Monthly Fee*: \$0.00 USD
Payment Frequency: Quarterly

Licensing/Keys

Unless expressly agreed otherwise in the Agreement, SCSS shall have the right to submit invoices for progress payments based on percentage work completed.

Prices do not include taxes

STANLEY Convergent Security Solutions, Inc.

Customer: City of Port Orchard

Michael Cunningham

Security Representative

Customer (Sign)

Senior Security Sales Consultant

Security Representative Title

Customer (Print)

STANLEY Authorized Manager (Sign)

Title

STANLEY Authorized Manager (Print)

Not Binding on SCSS without either Authorized Management Approval Signature or SCSS Begins the Installation or Services.

Account Payment Settings:

PO Required by customer:

STANLEY Convergent Security Solutions, Inc. License Information (as of 5-8-2020): AK 1003300; 104891; AL 888, 1278, 1322; 1472. Complaints may be directed to Alabama Electronic Security Board of Licensure, 7956 Vaughn Rd., Montgomery, AL 36116 (334) 264-9388; 48682; AZ ROC204975; AR 032977; CMPY 0001911, Regulated by Arkansas Bd of Private Investigators and Private Security Agencies, #1 State Police Plaza Dr. Little Rock, AR 72209 (501) 618-8600; CA 848019 - C10; LCO5911; ACO6055. Alarm company operators are licensed and regulated by the Bureau of Security & Investigative Services, Dept. of Consumer Affairs, Sacramento, CA 95814; CT ELC.0184651-L5; DE 04-158; FAL-0001; FL EF0000772; GA 439701; HI 36390; IA AC-211; ID 015830; 022726-AA-4; IL 127001274; KY 338 (Louisville); LA F1162; F875; F1277; 61931; MA 12737A; MD 107-1828; 259; MI 5103423; 3601207680; MN TS001238; MS 19207-SC; 15024172; MT FPL-BEL-000132; NC 23471-SP-FA/LV; 1839-GSA, Alarm Systems Licensing Bd., 3101 Industrial Drive, Ste 104, Raleigh, NC 27609 (919)788-5320; NH 0424-C; NJ 1074485; 659423; Burglar Alarm Business Lic. # 34BX00022000; NM 374554; NV F400; F401; 0071024; 0084943; NY 12000293169, Licensed by NYS Dept. of State; OH 53-89-1512; OK 953; OR 161567; PA 032736; RI 9448A; TSC 4996; SC FAC3387; BAC5501; TN 1180; 1448; 1650; 1446; CE-D 65528; TX ACR2639; ECR1621; B02140; UT 5704068-6501; VA 2705087235A, 11-5481; WA STANLCS925MZ; WV 045298; WI 969322; WY LV-G-23879.

Ex. B

Phase 2

1 of 4

STANLEY
Security

STANLEY Convergent Security Solutions, Inc.

Investment Type: Direct Sale

Pricing and Deposit Terms

The term of this Schedule is for a period of 60 Months from the date hereof and shall thereafter renew as set forth in the Agreement to which this Schedule of Service and Protection ("SOSP") is a Schedule ("the Agreement").

Transaction Information: New
Warranty Duration: 90 DAYS
Escalation Information: 3% after 36 Months

Total Installation Price*: \$19,700.00 USD
Up-front Deposit*: \$0.00
Payment Plan*:
Balance Due Upon Completion*: \$19,700.00

Customer agrees that SCSS retains a security interest in the equipment until the full purchase price is paid.

The quantities and prices reflected in this SOSP are based upon the estimated number of components specified in blueprints, site surveys, and/or other information provided by Customer and the options selected by Customer. The equipment and scope above are expected to cover the cost of installation as quoted herein. Subject to the terms of the Agreement, SCSS reserves the right to submit Change Orders and to recover any additional costs not previously quoted. Such costs include but are not limited to, for example, additional costs that arise as a result of 1) any change to the scope of work or equipment stated in this SOSP; 2) extensions of time outside of SCSS's direct control; 3) changes in architecture, including IT infrastructure, that were not anticipated in this SOSP; 4) the undisclosed presence of asbestos and/or other environmental, health, and/or safety hazards; and/or 5) any faulty non-SCSS equipment that impacts the performance of the solution proposed by SCSS.

Monthly Service Charges
Total Monthly Fee*: \$0.00 USD
Payment Frequency: Quarterly

40 padlocks

Unless expressly agreed otherwise in the Agreement, SCSS shall have the right to submit invoices for progress payments based on percentage work completed.

Prices do not include taxes

STANLEY Convergent Security Solutions, Inc.

Customer: City of Port Orchard

Michael Cunningham

Security Representative

Senior Security Sales Consultant

Security Representative Title

STANLEY Authorized Manager (Sign)

STANLEY Authorized Manager (Print)

Customer (Sign)

Customer (Print)

Title

Not Binding on SCSS without either Authorized Management Approval Signature or SCSS Begins the Installation or Services.

Account Payment Settings:

PO Required by customer:

STANLEY Convergent Security Solutions, Inc. License Information (as of 9-10-2020): AK 1003300; 104891; AL 888, 1278, 1322; 1472, Complaints may be directed to Alabama Electronic Security Board of Licensure, 7956 Vaughn Rd., Montgomery, AL 36116 (334) 264-9388; 48682; AZ ROC204975; AR 032977; CMPY.0001911, Regulated by Arkansas Bd of Private Investigators and Private Security Agencies, #1 State Police Plaza Dr, Little Rock, AR 72209 (501) 618-8600; CA 848019 - C10; LCO5911; ACO6055, Alarm company operators are licensed and regulated by the Bureau of Security & Investigative Services, Dept. of Consumer Affairs, Sacramento, CA 95814; CT ELC.0184651-L5; DE 04-158; FAL-0001; FL EF20001345; GA 439701; HI 36390; IA AC-211; ID 015830; 022726-AA-4; IL 127001274; KY 338 (Louisville); LA F1162; F875; F1277; 61931; MA 12737A; MD 107-1828; 259; MI 5103423; 3601207680; MN TS001238; MS 19207-SC; 15024172; MT FPL-BEL-000132; NC 23471-SP-FALV; 1839-CSA, Alarm Systems Licensing Bd., 3101 Industrial Drive, Ste. 104, Raleigh, NC 27609 (919)788-5320; NH 0424-C; NJ 1074485; 659423; Burglar Alarm Business Lic. # 34BX00022000; NM 374554; NV F400; F401; 0071024; 0084943; NY 12000293169, Licensed by NYS Dept. of State; OH 53-89-1512; OK 963; OR 161567; PA 032736; RI 9448A; TSC 4996; SC FAC3367; BAC5501; TN 1180; 1448; 1650; 1446; 2026; CE-D 65528; TX ACR2639; ECR1821; B02140; UT 5704068-6501; VA 2705087235A, 11-5481; WA STANLCS925M2; WW 045288; WI 969322; WY LV-G-23879.

Investment Type: Direct Sale

Pricing and Deposit Terms

The term of this Schedule is for a period of 60 Months from the date hereof and shall thereafter renew as set forth in the Agreement to which this Schedule of Service and Protection ("SOSP") is a Schedule ("the Agreement").

Transaction Information: New
Warranty Duration: 90 DAYS
Escalation Information: 3% after 36 Months

Total Installation Price*: \$3,150.00 USD
Up-front Deposit*: \$0.00
Payment Plan*:
Balance Due Upon Completion*: \$3,150.00

Customer agrees that SCSS retains a security interest in the equipment until the full purchase price is paid.

The quantities and prices reflected in this SOSP are based upon the estimated number of components specified in blueprints, site surveys, and/or other information provided by Customer and the options selected by Customer. The equipment and scope above are expected to cover the cost of installation as quoted herein. Subject to the terms of the Agreement, SCSS reserves the right to submit Change Orders and to recover any additional costs not previously quoted. Such costs include but are not limited to, for example, additional costs that arise as a result of 1) any change to the scope of work or equipment stated in this SOSP; 2) extensions of time outside of SCSS's direct control; 3) changes in architecture, including IT infrastructure, that were not anticipated in this SOSP; 4) the undisclosed presence of asbestos and/or other environmental, health, and/or safety hazards; and/or 5) any faulty non-SCSS equipment that impacts the performance of the solution proposed by SCSS.

Monthly Service Charges
Total Monthly Fee*: \$0.00 USD
Payment Frequency: Quarterly

MARINA LS

Unless expressly agreed otherwise in the Agreement, SCSS shall have the right to submit invoices for progress payments based on percentage work completed.

Prices do not include taxes

STANLEY Convergent Security Solutions, Inc.

Customer: City of Port Orchard

Michael Cunningham

Security Representative

Senior Security Sales Consultant

Security Representative Title

STANLEY Authorized Manager (Sign)

STANLEY Authorized Manager (Print)

Customer (Sign)

Customer (Print)

Title

Not Binding on SCSS without either Authorized Management Approval Signature or SCSS Begins the Installation or Services.

Account Payment Settings:

PO Required by customer:

STANLEY Convergent Security Solutions, Inc. License Information (as of 9-10-2020): AK 1003300; 104891; AL 888, 1278, 1322; 1472, Complaints may be directed to Alabama Electronic Security Board of Licensure, 7956 Vaughn Rd., Montgomery, AL 36116 (334) 264-9388; 48682; AZ ROC204975; AR 032977; CMPY.0001911, Regulated by Arkansas Bd of Private Investigators and Private Security Agencies, #1 State Police Plaza Dr, Little Rock, AR 72209 (501) 618-8600; CA 848019 - C10; LCO5911; ACO6055, Alarm company operators are licensed and regulated by the Bureau of Security & Investigative Services, Dept. of Consumer Affairs, Sacramento, CA 95814; CT ELC.0184651-L5; DE 04-156; FAL-0001; FL EF20001345; GA 439701; HI 36390; IA AC-211; ID 015930; 022726-AA-4; IL 127001274; KY 339 (Louisville); LA F1162; F875; F1277; 61931; MA 12737A; MD 107-1828; 259; MI 5103423; 3601207680; MN TS001238; MS 19207-SC; 15024172; MT FPL-BEL-000132; NC 23471-SP-FAMILY; 1839-CSA, Alarm Systems Licensing Bd., 3101 Industrial Drive, Ste 104, Raleigh, NC 27609 (919)766-5320; NH 0424-C; NJ 1074465; 659423; Burglar Alarm Business Lic. # 34BX00022000; NM 374554; NV F400; F401; 0071024; 0084943; NY 12000293189, Licensed by NYS Dept. of State; OH 53-89-1512; OK 953; OR 161507; PA 032736; RI 9448A; TSC 4996; SC FAC3387; BAC5501; TN 1180; 1446; 1650; 1446; 2026; CE-D 65528; TX ACR2639; ECR1821; B02140; UT 5704068-6501; VA 2705087235A, 11-5481; WA STANLCS925M2; WV 045298; WI 969322; WY LV-G-23879.

Investment Type: Direct Sale

Pricing and Deposit Terms

The term of this Schedule is for a period of 60 Months from the date hereof and shall thereafter renew as set forth in the Agreement to which this Schedule of Service and Protection ("SOSP") is a Schedule ("the Agreement").

Transaction Information: New
Warranty Duration: 90 DAYS
Escalation Information: 3% after 36 Months

Total Installation Price*: \$1,139.00 USD
Up-front Deposit*: \$0.00
Payment Plan*:
Balance Due Upon Completion*: \$1,139.00

Customer agrees that SCSS retains a security interest in the equipment until the full purchase price is paid.

The quantities and prices reflected in this SOSP are based upon the estimated number of components specified in blueprints, site surveys, and/or other information provided by Customer and the options selected by Customer. The equipment and scope above are expected to cover the cost of installation as quoted herein. Subject to the terms of the Agreement, SCSS reserves the right to submit Change Orders and to recover any additional costs not previously quoted. Such costs include but are not limited to, for example, additional costs that arise as a result of 1) any change to the scope of work or equipment stated in this SOSP; 2) extensions of time outside of SCSS's direct control; 3) changes in architecture, including IT infrastructure, that were not anticipated in this SOSP; 4) the undisclosed presence of asbestos and/or other environmental, health, and/or safety hazards; and/or 5) any faulty non-SCSS equipment that impacts the performance of the solution proposed by SCSS.

Unless expressly agreed otherwise in the Agreement, SCSS shall have the right to submit invoices for progress payments based on percentage work completed.

Prices do not include taxes

Monthly Service Charges

Total Monthly Fee*: \$0.00 USD
Payment Frequency: Quarterly

Bremerton PS

STANLEY Convergent Security Solutions, Inc.

Customer: City of Port Orchard- Bremerton PS

Michael Cunningham

Security Representative

Senior Security Sales Consultant

Security Representative Title

STANLEY Authorized Manager (Sign)

STANLEY Authorized Manager (Print)

Customer (Sign)

Customer (Print)

Title

Not Binding on SCSS without either Authorized Management Approval Signature or SCSS Begins the Installation or Services.

Account Payment Settings:

PO Required by customer:

STANLEY Convergent Security Solutions, Inc. License Information (as of 9-10-2020): AK 1003300; 104891; AL 888, 1278, 1322; 1472, Complaints may be directed to Alabama Electronic Security Board of Licensure, 7956 Vaughn Rd., Montgomery, AL 36116 (334) 264-9388; 48682; AZ ROC204975; AR 032977; CPMY.0001911, Regulated by Arkansas Bd of Private Investigators and Private Security Agencies, #1 State Police Plaza Dr, Little Rock, AR 72209 (501) 618-8600; CA 848019 - C10; LCO5911; ACO6055, Alarm company operators are licensed and regulated by the Bureau of Security & Investigative Services, Dept. of Consumer Affairs, Sacramento, CA 95814; CT ELC.0184651-L5; DE 04-158; FAL-0001; FL FP20001345; GA 439701; HI 36390; IA AC-211; ID 015830; 022726-AA-4; IL 127001274; KY 338 (Louisville); LA F 1162; F875; F1277; 61931; MA 12737A; MD 107-1828; 259; MI 5103423; 3601207680; MN TS001238; MS 19207-SC; 15024172; MT FPL-BEL-000132; NC 23471-SP-FAMILY; 1639-CSA, Alarm Systems Licensing Bd., 3101 Industrial Drive, Ste 104, Raleigh, NC 27609 (919)786-5320; NH 0424-C; NJ 1074465; 659423; Burglar Alarm Business Lic. # 34BX00022000; NH 374554; NV F400; F401; 0071024; 0094943; NY 12000293189, Licensed by NYS Dept. of State; OH 53-89-1512; OK 953; OR 161567; PA 032736; RI 9446A; TSC 4996; SC FAC3387; BAC5501; TN 1180; 1448; 1650; 1446; 2026; CE-D 65528; TX ACR2639; ECR1821; B02140; UT 5704068-6501; VA 2705087235A, 11-5481; WA STANLCS925M2; WV 045298; WI 969322; WY LV-G-23879.

4 of 4

Investment Type: Direct Sale

Pricing and Deposit Terms

The term of this Schedule is for a period of 60 Months from the date hereof and shall thereafter renew as set forth in the Agreement to which this Schedule of Service and Protection ("SOSP") is a Schedule ("the Agreement").

Transaction Information: New
Warranty Duration: 90 DAYS
Escalation Information: 3% after 36 Months

Total Installation Price*: \$865.00 USD
Up-front Deposit*: \$0.00
Payment Plan*:
Balance Due Upon Completion*: \$865.00

Customer agrees that SCSS retains a security interest in the equipment until the full purchase price is paid.

The quantities and prices reflected in this SOSP are based upon the estimated number of components specified in blueprints, site surveys, and/or other information provided by Customer and the options selected by Customer. The equipment and scope above are expected to cover the cost of installation as quoted herein. Subject to the terms of the Agreement, SCSS reserves the right to submit Change Orders and to recover any additional costs not previously quoted. Such costs include but are not limited to, for example, additional costs that arise as a result of 1) any change to the scope of work or equipment stated in this SOSP; 2) extensions of time outside of SCSS's direct control; 3) changes in architecture, including IT infrastructure, that were not anticipated in this SOSP; 4) the undisclosed presence of asbestos and/or other environmental, health, and/or safety hazards; and/or 5) any faulty non-SCSS equipment that impacts the performance of the solution proposed by SCSS.

Unless expressly agreed otherwise in the Agreement, SCSS shall have the right to submit invoices for progress payments based on percentage work completed.

Prices do not include taxes

Monthly Service Charges
Total Monthly Fee*: \$0.00 USD
Payment Frequency: Quarterly

2Mil. gal Reservoir
Lock

STANLEY Convergent Security Solutions, Inc.

Customer: City of Port Orchard- Million Reserv

Michael Cunningham

Security Representative

Senior Security Sales Consultant

Security Representative Title

STANLEY Authorized Manager (Sign)

STANLEY Authorized Manager (Print)

Customer (Sign)

Customer (Print)

Title

Not Binding on SCSS without either Authorized Management Approval Signature or SCSS Begins the Installation or Services.

Account Payment Settings:

PO Required by customer:

STANLEY Convergent Security Solutions, Inc. License Information (as of 5-8-2020): AK 1003300; 104891; AL 888, 1278, 1322; 1472. Complaints may be directed to Alabama Electronic Security Board of Licensure, 7956 Vaughn Rd., Montgomery, AL 36116 (334) 264-9388; 48682; AZ ROC204975; AR 032977; CMPY.0001911, Regulated by Arkansas Bd of Private Investigators and Private Security Agencies, #1 State Police Plaza Dr, Little Rock, AR 72209 (501) 618-8600; CA 848019 - C10; LCO5911; ACO6055, Alarm company operators are licensed and regulated by the Bureau of Security & Investigative Services, Dept. of Consumer Affairs, Sacramento, CA 95814; CT ELC.0184651-L5; DE 04-158; FAL-0001; FL EF0000772; GA 439701; HI 36390; IA AC-211; ID 015830; 022726-AA-4; IL 127001274; KY 338 (Louisville); LA F1162; F875; F1277; 61931; MA 12737A; MD 107-1828; 259; MI 5103423; 3601207680; MN TS001238; MS 19207-SC; 15024172; MT FPL-BEL-000132; NC 23471-SP-FAIV; 1839-CSA, Alarm Systems Licensing Bd., 3101 Industrial Drive, Ste 104, Raleigh, NC 27609 (919)788-5320; NH 0424-C; NJ 1074485; 659423; Burglar Alarm Business Lic. # 34BX00022000; NM 374554; NV F400; F401; 0071024; 0084943; NY 12000293169, Licensed by NYS Dept. of State; OH 53-89-1512; OK 953; OR 161567; PA 032736; RI 9448A; TSC 4996; SC FAC3387; BAC5501; TN 1180; 1448; 1650; 1446; CE-D 65528; TX ACR2639; ECR1821; B02140; UT 5704068; 6501; VA 2705087235A, 11-5481; WA STANLCS925MZ; WV 045298; WI 969322; WY LV-G-23879.



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 7K</u>	Meeting Date:	<u>September 22, 2020</u>
Subject	<u>Approval of Amendment No. 2 to</u>	Prepared by:	<u>K. Chris Hammer, P.E.</u>
	<u>Contract No. 023-19 with Transportation</u>		<u>Assistant City Engineer</u>
	<u>Solutions, Inc. Consultants for the Traffic</u>	Atty Routing No.:	<u>N/A</u>
	<u>Impact Fee Study Update</u>	Atty Review Date:	<u>N/A</u>

Summary: On February 12, 2020, the Mayor executed Contract No. C023-19 with TSI Consultants for an update of the City’s Traffic Impact Fee Study and associated traffic modeling. The Consultant has completed the traffic modeling and draft study. Staff has been coordinating with the Transportation Committee and the Consultant, and Council has provided direction on impact fee rate alternatives.

The City desires to have a uniform citywide traffic impact fee, but currently a separate impact fee exists for McCormick Woods. The City has been negotiating with the developers to restructure the McCormick Woods development agreement. It appears that it will be several more months until these negotiations are concluded. The City desires to move forward with implementing new impact fees, in order to collect increased fees that are more in line with comparable cities, to better address growth-related transportation impacts.

Staff is recommending that the City update the traffic impact fees this year, and follow up next year by adopting a uniform citywide traffic impact fee. The Transportation Committee supports this approach. It is proposed that the scope for the traffic impact fee study will be expanded to address a phased impact fee implementation, and consultant fees will be increased by \$7,000 to address this change. The new total amount for the traffic impact fee study will be \$32,000.00. No changes are proposed to the duration of the contract. Please refer to the attached Amendment 2 and TSI’s August 25, 2020 letter describing the scope and fee for additional information.

Recommendation: Staff recommends that the City Council authorize the Mayor to execute Amendment No. 2 to Contract No. C023-19 with TSI Consulting for the Traffic Impact Fee Study, in an amount not to exceed \$7,000.00 (for a total amended contract amount of \$32,000.00).

Relationship to Comprehensive Plan: Chapter 7 – Transportation.

Motion for Consideration: “I move to authorize the Mayor to execute Amendment No. 2 of Contract No. C023-19 with TSI Consulting for the for the Traffic Impact Fee Study, in an amount not to exceed \$7,000.00 (for a total amended contract amount of \$32,000.00).”

Fiscal Impact: \$7,000.00

Alternatives: 1) Renegotiate a lower cost to finalize the Traffic Impact Fee Study without provisions for implementing a citywide fee following the conclusion of negotiations; 2) Do nothing - stop work and do not update impact fee rates.

Attachments: Amendment to Contract C023-19, TSI Consulting Change Request (dated 8/25/2020) and Contract 023-19.

Amendment No. 2 to Contract No. C023-19
CITY OF PORT ORCHARD AGREEMENT WITH
Transportation Solutions, Inc.

THIS AMENDMENT to Contract No. C023-19 (“Amendment”) is made effective as of the 23rd day of September, 2020, by and between the City of Port Orchard (“City”), a municipal corporation, organized under the laws of the State of Washington, and Transportation Solutions Inc., a corporation organized under the laws of the State of Washington, located and doing business at 8250 165th Ave NE, Redmond, WA 98052. (“Consultant”)

WHEREAS, on February 12, 2019 the City executed a Professional Services Agreement with the Consultant for updates to the Transportation Impact Fee Study and Traffic Modeling (“Underlying Agreement”); and

WHEREAS, on November 13, 2020 the City executed an amendment to the Underlying Agreement with the Consultant to extend the duration of the agreement to December 31, 2020; and

WHEREAS, due to delays in negotiations to modify existing development agreements and the desire to implement changes to impact fees the City is requesting modifications to the Underlying Agreement to expand the scope of work. The Study will be drafted to address the current separate impacted fee for McCormick Woods and also a future revised City-wide impact fee; and

WHEREAS, the Consultant and City have conferred and agreed to expand the scope and increase the fee of the Underlying Agreement; and

WHEREAS, the parties wish to memorialize their agreement; NOW, THEREFORE,

In consideration of the mutual benefits accruing, it is agreed by and between the parties thereto as follows:

1. The Underlying Agreement of February 12, 2019, between the parties, as amended by Amendment No. 2 to expand the scope and increase the fee amount, both documents incorporated by this reference as fully as if herein set forth, is amended in, but only in, the following respect:

The scope of services is expanded as described in the attached August 25, 2020 letter from the Consultant.

The time and materials not to exceed fee is increased by \$7,000.00 from \$25,000.00 to \$32,000.00 (Thirty-two thousand Dollars).

2. In all other respects, the Underlying Agreement between the parties shall remain in full force and effect, amended as set forth herein, but only as set forth herein.

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

CITY OF PORT ORCHARD,
WASHINGTON

Transportation Solutions, Inc

Robert Putaansuu, Mayor

Victor Salemman, President

ATTEST/AUTHENTICATED:

Brandy Rinearson, MMC, City Clerk

APPROVED AS TO FORM:

Charlotte A. Archer, City Attorney



8250 - 165th Avenue NE
Suite 100
Redmond, WA 98052-6628
T 425-883-4134
F 425-867-0898
www.tsinv.com

August 25, 2020

TO: Nicholas M. Bond, AICP, Development Director
City of Port Orchard

FROM: Andrew Bratlien, PE, TSI

SUBJECT: Traffic Model Recalibration and Traffic Impact Fee Update
Scope and Budget Amendment

This memorandum documents the additional scope and fee necessary for completion of the Traffic Model Recalibration and Traffic Impact Fee Update project, consistent with your direction on August 18, 2020.

ADDITIONAL WORK TAKS

Anticipated work tasks are as follows:

- 1. **Develop “Scenario A” impact fee rate analysis.** This rate analysis will use a similar methodology to the previous impact fee rate study, with a separate rate for McCormick Woods development.
- 2. **Develop “Scenario B” impact fee rate analysis.** This scenario will represent the impact fee rate analysis which TSI has developed and presented to staff and council.
- 3. **Summarize findings and recommendations in TIF study report.** Transportation Solutions will present draft report to City staff before finalizing. This work task includes up to two hours of TSI staff time to discuss study findings with City staff.

COST ESTIMATE

Based on the work tasks outlined above, we propose an additional budget not to exceed \$7,000 for this work. This results in a total budget of \$32,000. Services will be billed on a time and materials basis. This estimate includes up to two hours to discuss study findings via phone call with City staff.

Additional work beyond the tasks identified above will be invoiced on a time and materials basis, unless otherwise agreed upon. Additional work cannot begin with written authorization.

SCHEDULE

Based on existing work load and staff availability, we estimate completion of this work within six weeks of notice to proceed. I will serve as your primary contact for this effort.

If the above proposal appears to meet your needs, please initiate a task order that we may sign and formally begin work.

Thank you and sincerely,
Transportation Solutions, Inc.

Andrew L. Bratlien, PE

CITY OF PORT ORCHARD PERSONAL SERVICES AGREEMENT

THIS Agreement is made effective as of the 12th day of February 2019, 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 Transportation Solutions, Inc., a corporation, organized under the laws of the State of Washington, doing business at:

8250 165th Ave NE #100 (hereinafter the "CONSULTANT")
Redmond, WA 98052

Contact: Victor Salemann Phone: 425-883-4134 Email: victors@tsinw.com

for personal services in connection with the following Project:

Transportation Impact Fee Update and Transportation Model Calibration

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 "B." 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 "B" and the terms of this Agreement. If delays beyond the Consultant's reasonable control occur, the parties will negotiate in good faith to determine whether an extension is appropriate.

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

3. **Terms.** This Agreement shall commence on February 13, 2019 ("Commencement Date") and shall terminate on December 31, 2019, unless extended or terminated in writing as provided

City of Port Orchard and Transportation Solutions, Inc.

Public Works Project No. N/A

Personal Services Agreement Contract No. 023-19

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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 \$25,000.00 without written authorization and will be based on the list of billing rates and reimbursable expenses attached hereto as Exhibit "C."
- 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.

City of Port Orchard and Transportation Solutions, Inc.

Public Works Project No. N/A

Personal Services Agreement Contract No. 023-19

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6. Discrimination and Compliance with Laws

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

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

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

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

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

8. Suspension and Termination of Agreement

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

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

City of Port Orchard and Transportation Solutions, Inc.

Public Works Project No. N/A

Personal Services Agreement Contract No. 023-19

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C. Rights Upon Termination.

1. *With or Without Cause.* Upon termination for any reason, all finished or unfinished documents, reports, or other material or work of the Consultant pursuant to this Agreement shall be submitted to the City, and the Consultant shall be entitled to just and equitable compensation for any satisfactory work completed prior to the date of termination, not to exceed the total compensation set forth herein. The Consultant shall not be entitled to any reallocation of cost, profit or overhead. The Consultant shall not in any event be entitled to anticipated profit on work not performed because of such termination. The Consultant shall use its best efforts to minimize the compensation payable under this Agreement in the event of such termination. Upon termination, the City may take over the work and prosecute the same to completion, by contract or otherwise.

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

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

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

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

10. **Ownership of Work Product.**

A. All data, materials, reports, memoranda, and other documents developed under this Agreement whether finished or not shall become the property of the City, shall be forwarded to the City at its request and may be used by the City as it sees fit. Upon termination of this Agreement pursuant to paragraph 8 above, all finished or unfinished documents, reports, or other material or work of the Consultant pursuant to this Agreement shall be submitted to 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.

City of Port Orchard and Transportation Solutions, Inc.

Public Works Project No. N/A

Personal Services Agreement Contract No. 023-19

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

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

12. Indemnification. The Consultant shall defend, indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, including all legal costs and attorneys' fees, arising out of or resulting from the negligent 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.

City of Port Orchard and Transportation Solutions, Inc.

Public Works Project No. N/A

Personal Services Agreement Contract No. 023-19

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- 4. If any coverage is written on a "claims made" basis, then a minimum of a three (3) year extended reporting period shall be included with the claims made policy, and proof of this extended reporting period provided to the City.

D. Acceptability of Insurers

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

E. Verification of Coverage

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

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

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

CITY
 Robert Putaansuu
 Mayor
 216 Prospect Street
 Port Orchard, WA 98366

Phone: 360.876.4407
 Fax: 360.895.9029

CONSULTANT
 Victor Salemann
 Transportation Solutions, Inc.
 8250 165th Ave NE, Suite 100
 Redmond, WA 98052

Phone: 425-883-4134
 Fax: 425-867-0898

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.

City of Port Orchard and Transportation Solutions, Inc.
Public Works Project No. N/A

Personal Services Agreement Contract No. 023-19

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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.

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

CITY OF PORT ORCHARD,
WASHINGTON

CONSULTANT

By: [Signature]
Robert Putaansuu, Mayor

By: [Signature]

ATTEST/AUTHENTICATE:

By: [Signature]
Brandy Rinearson, MMC
City Clerk



Name: Victor Sdeemann
Title: President

APPROVED AS TO FORM:

By: [Signature]
Sharon Cates, City Attorney

Exhibit B
Scope of Work and Fee Estimate
City of Port Orchard
Traffic Model Recalibration and Traffic Impact Fee Update

Task 1. 2019 Traffic Model Recalibration and Update

Task 1.01 Project administration and quality control. (Budget \$700)

Prepare regular status reports and project cost invoices; perform ongoing quality control.

Task 1.02 Collect traffic data. (Budget \$350)

Manage traffic data collection and review resulting data. TC2 will be used as a data collection vendor. Data collection will focus on PM peak period (4-6 PM) operations at up to 25 intersections citywide. Supplemental traffic count data along the SW Old Clifton Road corridor will be obtained from Transpo Group as part of the SW Old Clifton Road corridor analysis.

Task 1.03 Update existing conditions (2019) intersection operations model. (Budget \$650)

Using the 2015 intersection operations (Synchro) model as a baseline, a 2019 PM peak hour Synchro model will be developed for all intersections for which counts are obtained in Task 2. Identify 2019 intersection Level of Service (LOS) deficiencies based on Port Orchard LOS policy.

Task 1.04 Updated existing conditions (2019) travel demand model. (Budget \$650)

Using the 2015 travel demand (Visum) model as a baseline, a 2019 PM peak hour Visum model will be developed and calibrated according to best practices described in NCHRP Report 765 and according to FHWA guidance.

Task 1.05 Confirm pipeline developments. (Budget \$250)

Confirm the locations, land use types, quantities, and PM peak hour trip generation forecasts (as available) for pipeline developments identified by City staff. Develop PM peak hour trip generation forecasts for developments for which trip generation forecasts are not available.

Task 1.06 Update pipeline (2025) travel demand model. (Budget \$1,000)

Update citywide pipeline travel demand model with pipeline developments identified in Task 5. Update external trip growth based on recent historical growth trends along SR 16.

Task 1.07 Update pipeline (2025) intersection operations model. (Budget \$500)

Update citywide pipeline Synchro model with updated travel demand forecasts generated in Task 6. Identify 2025 intersection LOS deficiencies based on Port Orchard LOS policy.

Task 1.08 Confirm 2039 land use growth forecast. (Budget \$250)

Confirm 2039 land use growth allocations and locations based on PSRC Vision 2040 documentation and proposed citywide zoning changes. TSI will work with City staff to determine locations of anticipated residential and employment growth.

Task 1.09 Update long-range (2039) travel demand model. (Budget \$650)

Update long-range travel demand model to reflect land use forecasts identified in Task 8.

Task 1.10 Update long-range (2039) intersection operations model. (Budget \$400)

Update citywide pipeline Synchro model with updated travel demand forecasts generated in Task 9. Identify 2039 intersection LOS deficiencies based on Port Orchard LOS policy.

Task 1.11 Summarize findings in memorandum. (Budget \$1,100)

Document traffic modeling methods, assumptions, and findings in a memorandum to City staff. Identify existing and future intersection LOS deficiencies based on Port Orchard LOS policy. All traffic count files and traffic model files will be provided to the City.

Task 2. Transportation Impact Fee Update

Task 2.01 Budget \$2,500

Meet with City Staff and elected officials to determine if any additional projects should be included in the Traffic Impact Fee Rate Study calculation or if the fee calculation approach should be amended.

- One Preparatory Meeting with Staff
- One Workshop Meeting with Elected Officials
- One Follow Up Meeting with Staff

Task 2.02 Budget \$8,000

Update the 2015 Traffic Impact Fee Rate Study and Appendix A Fee Schedule, Appendix B Comparison of TIF Base Rates.

- Update Project List
- Update Project Estimates
- Update Growth Share of Project Costs
- Update Rate Study
- Update Rate Tables
- Update Fee Comparison Table

Task 2.03 Budget \$4,500

Provide technical support through the update and adoption process.

- Respond to Comments/Questions from Staff/Elected Officials
- Prepare PowerPoint Presentation for Public Hearing
- One Council Meeting/Public Hearing with Elected Officials

Total Contract Value not to exceed \$25,000 without written approval.

Schedule

Complete the project within 120 days of contract award (estimated contract award date 1/22/19)



8250 - 165th Avenue NE
Suite 100
Redmond, WA 98052-6628
T 425-883-4134
F 425-867-0898
www.tsinw.com

Transportation Solutions, Inc.

**2019
HOURLY BILLING RATES**

Name	Title	Hourly Labor Billing Rate
Victor L. Salemann	Principal	\$235.00
Jeff S. Elekes	Director	\$215.00
David D. Markley	Principal	\$235.00
Andrew L. Bratlien	Sr. Tr. Engineer	\$168.50
Michelle L. Mach	Sr. Tr. Engineer	\$168.50
Jeffrey P.K. Hee	Sr. Tr. Engineer	\$168.50
Phil McDonald	Sr. Engineering Tech	\$120.00
Jennifer Salemann	Planner I	\$98.00
Jill Berberich	Project Administrator	\$115.00
Staff	Engineering Technician	\$ 60-95

EXPENSES

Reimbursable Expenses	Direct Cost no Markup
Sub-consultant invoices	Direct Cost no Markup

Billing rates are subject to change.



**City of Port Orchard
Council Meeting Minutes
Regular Meeting of August 18, 2020**

1. CALL TO ORDER AND ROLL CALL

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

Roll call was taken by the City Clerk as follows:

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

Staff present via Remote Access: Public Works Director Dorsey, Finance Director Crocker, Community Development Director Bond, Operations Manager Lang, City Attorney Archer, and City Clerk Rinearson.

Mayor Putaansuu stated pursuant to the Governor's Stay at Home, Stay Safe order, the City Council will be conducting the meeting via Zoom this evening.

A. PLEDGE OF ALLEGIANCE

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

2. APPROVAL OF AGENDA

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

The motion carried.

3. CITIZENS COMMENTS

Shahbaz Naftchi, owner of 719 and 809 Sidney Avenue, spoke to the City's plans to change the zoning of the property from neighborhood mixed-use medium density to residential commercial.

4. CONSENT AGENDA

- A. Approval of Voucher Nos. 80345 through 80407, including bank drafts in the amount of \$1,079,281.13 and EFT's in the amount of \$3,429.28 totaling \$1,082,710.41
- B. Approval of Payroll Check Nos. 80300 through 80306 and 80408 through 80411 including bank drafts and EFT's in the amount of \$410,694.23; and Direct Deposits in the amount of \$364,859.62 totaling \$775,553.85.
- C. Approval of the August 11, 2020, Council Meeting Minutes
- D. Approval of the August 18, 2020, Council Meeting Minutes
- E. Excusal of Councilmember Lucarelli for Personal Obligations

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

The motion carried.

5. PRESENTATION

A. South Kitsap Fire & Rescue Bond

Fire Commissioner Wiley and Fire Chief Faucett provided a presentation and discussed the November 3, 2020, South Kitsap Fire and Rescue Capital Facilities Bond.

6. PUBLIC HEARING

There were no public hearings.

7. BUSINESS ITEMS

A. Adoption of an Ordinance Amending the 2019-2020 Biennial Budget

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

The motion carried.

(Ordinance No. 024-20)

B. Adoption of an Ordinance Ratifying Proclamation and Emergency Order Suspending POMC Chapter 6.20 Prohibiting Single-Use Plastic Bags

MOTION: By Councilmember Clauson, seconded by Councilmember Rosapepe, to adopt an ordinance ratifying the Mayor's Emergency Proclamation and Temporary Suspension of Chapter 6.20 of the POMC prohibiting single-use plastic bags, and to extend the suspension to the end of 2020.

The motion carried.

(Ordinance No. 025-20)

C. Adoption of a Resolution Approving Mayoral Appointments to the Lodging Tax Advisory Committee

MOTION: By Councilmember Rosapepe, seconded by Councilmember Diener, to adopt a Resolution approving the Mayor's appointment of a representative from the Red Lion Inn & Suites and Mrs. Howes Bed and Breakfast as businesses required to collect the tax; Fathoms O' Fun Festival, Inc. and Port Orchard Bay Street Association as organizations involved in activities to serve on the Lodging Tax Advisory Committee; and to confirm the re-appointment of Councilmember Rosapepe as Chair of the committee.

The motion carried.

(Resolution No. 037-20)

D. Adoption of a Resolution Adopting the Revision of the Kitsap County Multi-Hazard Mitigation Plan

MOTION: By Councilmember Clauson, seconded by Councilmember Chang, to adopt a Resolution adopting the revision of the Kitsap County Multi-Hazard Mitigation Plan.

The motion carried.

(Resolution No. 038-20)

E. Adoption of a Resolution Approving a Purchase and Sale Agreement with Kitsap County for Bethel Road Corridor Properties

MOTION: By Councilmember Diener, seconded by Councilmember Clauson, to adopt a resolution authorizing the Mayor to sign and execute the purchase and sale agreement with Kitsap County for the acquisition of the properties identified in Exhibit A to the Resolution, known as the Bethel Road Corridor Properties.

City Attorney Archer noted there are extra parcel tax numbers in the resolution that need to be removed.

In response to City Attorney Archer, Councilmember Diener, seconded by Councilmember Clauson agreed to a friendly amendment to remove the additional tax numbers from the resolution and solely use the tax parcel numbers listed in the agreement.

The motion carried.

(Resolution No. 035-20 and Contract No. 073-20)

F. Adoption of a Resolution Approving Reimbursement to the City of Port Orchard of Real Property Purchase Expenditures Paid by the City Prior to Financing

MOTION: By Councilmember Clauson, seconded by Councilmember Cucciardi, to adopt a resolution approving the reimbursement to the City of real property purchase expenditures paid by the City prior to the financing of such expenditures.

**The motion carried.
(Resolution No. 036-20)**

G. Approval of a Change Order No. 1 to Contract No. 057-20 with Advanced Diving Services, Inc. for the 2020 In-Service Cleaning & Inspection of Potable Water Storage Tanks Utilizing Commercial Divers

MOTION: By Councilmember Diener, seconded by Councilmember Chang, to authorize the Mayor to execute Change Order No. 1 to Contract No. C057-20 with Advanced Diving Services, Inc. in the amount of \$13,250.00, thereby bringing the total contract value to \$27,982.48.

The motion carried.

H. Approval of Supplemental Agreement No. 1 to Contract No. 072-18 with Tierra ROW Services, LTD Regarding the Bay Street Pedestrian Pathway Project

MOTION: By Councilmember Diener, seconded by Councilmember Rosapepe, to authorize the Mayor to execute Supplemental Agreement No. 1 to Contract No. C072-18 with Tierra Right-of-Way Services, Ltd. in the amount of \$25,036.14.

The motion carried.

8. DISCUSSION ITEMS (No Action to be Taken)

A. Potential Revisions to Port Orchard Municipal Code Chapter 20.39.040 (Use Table) to Amend Allowed Zones for Fireworks Sales as an Accessory Use

Community Development Director Bond spoke to the proposed ordinance the Planning Commission reviewed and recommended regarding firework stands and sales. The Planning Commission recommendation is to amend section 20.39.040 and add firework sales as an accessory use in the Civic Institutional Zone.

Discussion was held regarding the proposed ordinance including firework stand locations; amount of stands within City limits; sending out notifications regarding changes; permitting; and zoning designations.

Council Direction: To enforce the code as written, with no modifications and send out notifications to those who can no longer host firework stands where they previously hosted them and send them a map of properties where firework stands are allowed.

B. Ruby Creek Neighborhood Subarea Plan and Development Regulations

Councilmember Clauson explained this project is in a location that his employer, Kitsap Transit, is investigating for a Park and Ride lot and he is unsure if he should recuse himself from this discussion.

City Attorney Archer said he should go ahead and recuse himself.

At 7:33 p.m., Councilmember Clauson recused himself from the meeting.

Community Development Director Bond provided a presentation on the Subarea Plan and noted this will go before Council for consideration on September 22nd.

Discussion was held regarding the plan and regulations; public outreach; and Planning Commission testimony.

Council Direction: No direction was given.

9. REPORTS OF COUNCIL COMMITTEES

Councilmember Chang reported on the August 31st Land Use Committee meeting.

Mayor Putaansuu reported the Sewer Advisory Committee is scheduled to meet September 16th. The Utilities Committee is scheduled to meet September 15th. The Economic Development and Tourism Committee is scheduled to meet September 14th.

Councilmember Clauson returned to the meeting at 8:01 p.m.

Councilmember Clauson reported on the September 8th Finance Committee meeting.

10. REPORT OF MAYOR

The Mayor reported on the following:

- Port Orchard CARES grants and funds;

Mayor Putaansuu and council discussed the CARES funding and offered suggestions on where to spend the money.

- Dutch Brothers Coffee opening;
- City Hall improvements;

- Kitsap Public Health Board and COVID-19 updates; and
- Kitsap Transit updates.

11. REPORT OF DEPARTMENT HEADS

City Attorney Archer reported the OPMA/PRA [Open Public Meetings Act and Public Records Act] proclamations have been extended through October 1st. Other proclamations, like utility shut offs, have also been extended.

City Clerk Rinearson reported on a public records annual report and provided a records management update.

Community Development Director Bond reported abatement of junk vehicles and nuisance issues will be going before council on September 22nd.

In response to Councilmember Ashby, Mayor Putaansuu noted we are not moving forward with the Fall Clean up this year.

Finance Director Crocker reported the Finance department is working on the biennial budget and noted the upcoming document public portal will be a powerful tool to have.

Councilmember Chang reminded Council there is a cleanup scheduled of an area behind Goodwill sponsored by Northwest Hospitality.

12. CITIZEN COMMENTS

There were no citizen comments.

13. EXECUTIVE SESSION

There was no executive session.

14. ADJOURNMENT

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

Brandy Rinearson, MMC, City Clerk

Robert Putaansuu, Mayor