



# City of Port Orchard Council Meeting Agenda

## January 12, 2021

### 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, 3<sup>rd</sup> Floor  
216 Prospect Street  
Port Orchard, WA 98366

#### Contact us:

(360) 876-4407  
cityhall@cityofportorchard.us

*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/81337509692>

Zoom Meeting ID: 813 3750 9692

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

C. Adoption of a Resolution Confirming Mayoral Appointments to Kitsap County's Grant Recommendation Committees (Rinearson) **Page 3**

D. Adoption of a Resolution Approving a Nonexclusive Perpetual Power Easement with Puget Sound Energy (PSE) for the Continuation of the 580 Reservoir Project (Dorsey) **Page 5**

E. Adoption of a Resolution Approving a Contract with The Watershed Company for 2021-2023 On-Call Critical Areas Review and Consulting Services (Bond) **Page 12**

### 5. PRESENTATION

### 6. PUBLIC HEARING

### 7. BUSINESS ITEMS

A. Adoption of a Resolution Appointing Katie Quesada as the City's Code Enforcement Officer as Established in Port Orchard Municipal Code Chapter 2.64 (Bond) **Page 27**

B. Appointment of a Mayor Pro-Tempore for 2021 (Rinearson) **Page 29**

- C. Adoption of an Ordinance Ratifying the Suspension of Portions of Title 10 Pertaining to Traffic Enforcement Due to COVID-19 Emergency Response and Relief (Archer) **Page 30**
- D. Adoption of a Resolution Amending Resolution No. 067-20 for the Purchase of Storm Drainage Utility Remote Controlled Flail Mower for the Equipment Rental Revolving Fund No. 500 (Dorsey) **Page 34**
- E. Adoption of a Resolution Approving the Selection of a Preferred Site for the South Kitsap Community Events Center (Bond) **Page 44**
- F. Authorization for the Mayor to Sign Letter of Intent with Kitsap Bank Related to the Purchase of 619 Bay Street (Mayor) **Page 48**
- G. Approval of the December 15, 2020, City Council Meeting Minutes **Page 52**

**8. DISCUSSION ITEMS (No Action to be Taken)**

- A. 2020 Festival of Chimes and Lights (Lucarelli) **Page 58**

**9. REPORTS OF COUNCIL COMMITTEES**

**10. REPORT OF MAYOR**

**11. REPORT OF DEPARTMENT HEADS**

**12. CITIZEN COMMENTS**

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

**13. EXECUTIVE SESSION:** Pursuant to RCW 42.30.110(1)(i), the City Council **WILL** hold an executive session regarding pending litigation. The session duration will be announced prior to the executive session.

**14. ADJOURNMENT**

**COMMITTEE MEETINGS**

	<b>Date &amp; Time</b>	<b>Location</b>
Finance	January 12, 2021; 5:00pm	Remote Attendance
Economic Development and Tourism	February 8, 2021; 9:30am – 2 <sup>nd</sup> Monday of each month	Remote Attendance
Utilities	January 19, 2021; 5:00pm - 3 <sup>rd</sup> Tuesday of each month	Remote Attendance
Sewer Advisory	TBD, 2021	Remote Attendance
Land Use	January 13, 2021; 4:30pm	Remote Attendance
Transportation	January 26, 2021; 5:00pm; 4 <sup>th</sup> Tuesday of each month	Remote Attendance
Lodging Tax Advisory	February, 2021	Remote Attendance
Festival of Chimes & Lights	January 11, 2021, 3:30pm	Remote Attendance
Outside Agency Committees	Varies	Varies

**CITY COUNCIL GOOD OF THE ORDER**

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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](http://www.cityofportorchard.us) or by contacting the City Clerk’s office at (360) 876-4407.  
 The City of Port Orchard does not discriminate on the basis of disability. Contact the City Clerk’s office should you need special accommodations.



**City of Port Orchard**

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

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**Agenda Staff Report**

Agenda Item No.:	<u>Consent Agenda 4C</u>	Meeting Date:	<u>January 12, 2021</u>
Subject:	<u>Adoption of a Resolution Confirming</u>	Prepared by:	<u>Brandy Rinearson, MMC</u>
	<u>Mayoral Appointments to Kitsap County’s</u>		<u>City Clerk</u>
	<u>Grant Recommendation Committees</u>	Atty Routing No.:	<u>N/A</u>
		Atty Review Date:	<u>N/A</u>

**Summary:** Annually, the City Clerk’s office reviews the expiring terms and/or vacancy of members of various boards, committees, and commissions.

The Mayor has appointed the following persons to the Committee:

- **Kitsap County Capital Grant Recommendation Committee:** Re-appointment of Christine Stansbery for a one-year term expiring December 31, 2021; and
- **Kitsap County Services Grant Recommendation Committee:** Re-appointment of Alisha Beeler, for a one-year term expiring December 31, 2021.

**Recommendation:** Mayor Putaansuu recommends adoption of a Resolution confirming his appointments, as presented.

**Relationship to Comprehensive Plan:** N/A.

**Motion for consideration:** “I move to adopt a Resolution confirming the Mayor’s appointments to the Committees, as set forth in the Resolution presented.”

**Fiscal Impact:** None.

**Alternatives:** Not confirm the Mayor’s appointment and provide further direction to Mayor.

**Attachments:** Resolution.

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY OF PORT ORCHARD, WASHINGTON  
CONFIRMING MAYORAL APPOINTMENTS TO KITSAP COUNTY GRANT  
RECOMMENDATION COMMITTEES**

**WHEREAS**, the Mayor is authorized to appoint volunteers to fill expired or vacant terms on the various boards, committees, and commissions, upon confirmation of the City Council; and

**WHEREAS**, the following committees have expiring terms; now therefore,

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

**THAT:** The City Council of the City of Port Orchard does hereby confirm the re-appointment of Christine Stansbery for a one-year term expiring December 31, 2021, to the Kitsap County Capital Grant Recommendation Committee.

**THAT:** The City Council of the City of Port Orchard does hereby confirm the re-appointment of Alisha Beeler for a one-year term expiring December 31, 2021, to the Kitsap County Services Grant Recommendation Committee.

PASSED by the City Council of the City of Port Orchard, APPROVED by the Mayor and attested by the City Clerk in authentication of such passage this 12<sup>th</sup> day of January 2021.

\_\_\_\_\_  
Robert Putansuu, 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

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### Agenda Staff Report

Agenda Item No.:	<u>Consent Agenda 4D</u>	Meeting Date:	<u>January 12, 2021</u>
Subject:	<u>Adoption of a Resolution Approving a</u>	Prepared by:	<u>Mark Dorsey, P.E.</u>
	<u>Nonexclusive Perpetual Power Easement</u>		<u>Public Works Director</u>
	<u>with Puget Sound Energy (PSE) for the</u>	Atty Routing No.:	<u>366922.0009 – PW</u>
	<u>Continuation of the 580 Reservoir Project</u>	Atty Review Date:	<u>January 5, 2021</u>

**Summary:** On November 23, 2020, Puget Sound Energy (PSE) requested a 10-ft wide nonexclusive perpetual power easement over and across City-owned property to accommodate the continuation of the 580 Reservoir Project, being constructed by McCormick Communities, LLC.

**Relationship to Comprehensive Plan:** Chapter 7.2 – City Managed Utilities

**Recommendation:** Staff recommends adoption of Resolution No. 002-21, thereby authorizing the Mayor to execute a 10-ft wide nonexclusive perpetual power easement with Puget Sound Energy for the continuation of the 580 Reservoir Project, being constructed by McCormick Communities, LLC.

**Motion for Consideration:** I move to adopt Resolution No. 002-21, thereby authorizing the Mayor to execute a 10-ft wide nonexclusive perpetual power easement with Puget Sound Energy for the continuation of the 580 Reservoir Project, being constructed by McCormick Communities, LLC.

**Alternatives:** None

**Fiscal Impact:** None

**Attachments:** Resolution and Easement.

**RESOLUTION NO. 002-21**

**A RESOLUTION OF THE CITY OF PORT ORCHARD, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE A 10-FT WIDE NONEXCLUSIVE PERPETUAL POWER EASEMENT WITH PUGET SOUND ENERGY (PSE) FOR THE CONTINUATION OF THE 580 RESERVOIR PROJECT.**

**WHEREAS**, on November 23, 2020, Puget Sound Energy (PSE) requested a 10-ft wide nonexclusive easement Power Easement from the City of Port Orchard, necessary for the continuation of the 580 Reservoir Construction Project; and

**WHEREAS**, the grant of easements over and across City-owned property requires authorization by the City Council; and

**WHEREAS**, the City Council finds that the grant of the requested easement is in the best interests of the residents of Port Orchard; 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 the Resolution.

**THAT:** The Port Orchard City Council approves of and authorizes the Mayor to execute a 10-ft wide nonexclusive perpetual power easement with Puget Sound Energy for the continuation of the 580 Reservoir Project.

**THAT:** This Resolution shall 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 Clerk in authentication of such passage this 12<sup>th</sup> day of January 2021.

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Robert Putaansuu, Mayor

ATTEST:

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Brandy Rinearson, MMC, City Clerk

**RETURN ADDRESS:**  
**Puget Sound Energy, Inc.**  
**Attn: ROW Department**  
**3130 S. 38<sup>th</sup> Street**  
**Tacoma, WA 98409**  
**SJW**



## **EASEMENT**

REFERENCE #:  
GRANTOR (Owner): **CITY OF PORT ORCHARD**  
GRANTEE (PSE): **PUGET SOUND ENERGY, INC.**  
SHORT LEGAL: **RES PAR A and B, BLA 3031737, PTN NW NW 08-23N-01E**  
ASSESSOR'S PROPERTY TAX PARCEL: **082301-2-001-2005 and 072301-1-006-2003**

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

**RESULTANT PARCEL A AND B OF BOUNDARY LINE ADJUSTMENT RECORDED UNDER AUDITOR'S FILE NO. 3031737; THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 23 NORTH, RANGE 1 EAST, W.M., KITSAP COUNTY, WASHINGTON, LYING NORTHWESTERLY OF FEIGLEY ROAD SW (COUNTY ROAD NO. 234) AND LYING NORTHWESTERLY OF OLD CLIFTON ROAD SW (ALDER ROAD).**

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

### **SEE EXHIBIT "A AND B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF**

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

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

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

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

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

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

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

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

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

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

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



DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

OWNER: **CITY OF PORT ORCHARD**

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2020, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared \_\_\_\_\_ (name), to me known to be the person who signed as \_\_\_\_\_ (title), of **CITY OF PORT ORCHARD**, the entity that executed the within and foregoing instrument, and acknowledged said instrument to be his/her free and voluntary act and deed and the free and voluntary act and deed of **CITY OF PORT ORCHARD**, for the uses and purposes therein mentioned; and on oath stated that he/she was authorized to execute the said instrument on behalf of said city.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.

\_\_\_\_\_  
(Signature of Notary)

\_\_\_\_\_  
(Print or stamp name of Notary)  
NOTARY PUBLIC in and for the State of \_\_\_\_\_, residing at \_\_\_\_\_  
My Appointment Expires: \_\_\_\_\_

Notary seal, text and all notations must not be placed within 1" margins

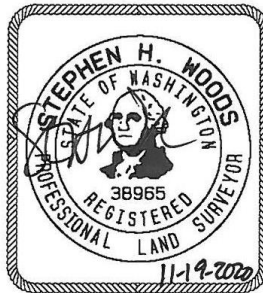
**EXHIBIT "A"**  
**10' POWER EASEMENT DESCRIPTION**

THAT PORTION OF RESULTANT PARCEL "A" AND "B" OF BOUNDARY LINE ADJUSTMENT RECORDED JULY 29, 1997 UNDER KITSAP COUNTY AUDITORS FILE NO. 3031737, RECORDS OF KITSAP COUNTY, WASHINGTON. LYING WITHIN A STRIP OF LAND 10.00 FEET IN WIDTH BEING 5.00 FEET ON BOTH SIDES OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 23 NORTH, RANGE 1 EAST, W.M., IN KITSAP COUNTY, WASHINGTON;  
THENCE SOUTH 01°55'17" WEST, ALONG THE WEST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 330.14 FEET;  
THENCE SOUTH 87°36'21" EAST, A DISTANCE OF 7.50 FEET;  
THENCE SOUTH 01°55'17" WEST, PARALLEL WITH THE WEST LINE THEREOF, A DISTANCE OF 64.00 FEET TO THE TRUE POINT OF BEGINNING;  
THENCE CONTINUEING SOUTH 01°55'17" WEST A DISTANCE OF 24.06 FEET  
THENCE SOUTH 88°04'43" EAST, A DISTANCE OF 7.50 FEET;  
THENCE NORTH 70°33'34" EAST, A DISTANCE OF 156.19 FEET;  
THENCE SOUTH 51°54'35" EAST, A DISTANCE OF 129.30 FEET TO NORTHERN MARGIN OF OLD CLIFTON ROAD SW AND THE TERMINUS OF SAID CENTERLINE.

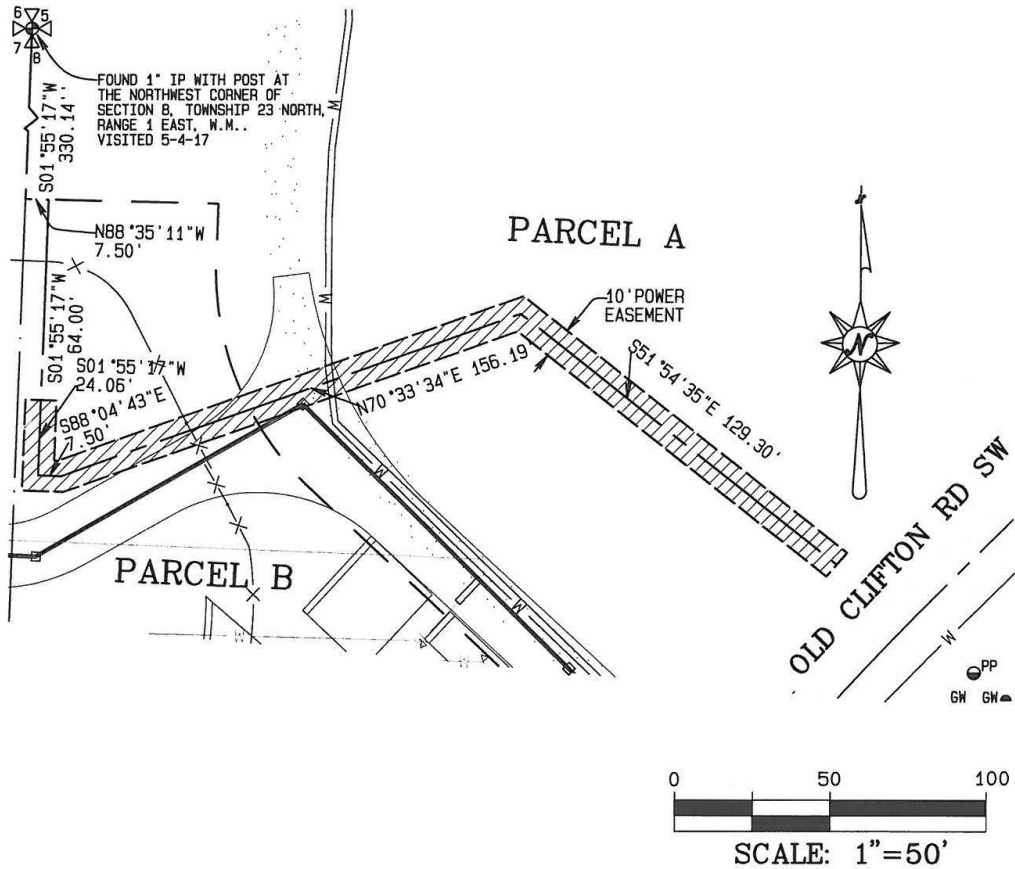
SIDELINES SHALL EXTEND AND/OR TRUNCATE TO INTERSECT AT BOUDNARY LINES AND INTERSECTIONS.

ALL SITUATE IN SECTION 8, TOWNSHIP 23 NORTH, RANGE 1 EAST OF THE WILLAMETTE MERIDIAN, IN THE CITY OF PORT ORCHARD, COUNTY OF KITSAP, STATE OF WASHINGTON.

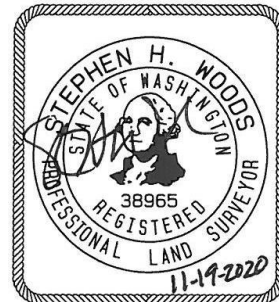


4706 97th Street Northwest, Suite 100, Gig Harbor, WA 98335. ph 253-857-5454. fax 253-509-0044

# EXHIBIT "B"



**CONTOUR**  
 ENGINEERING • LLC  
 CIVIL ENGINEERS ~ SURVEYORS ~ LAND PLANNERS  
 4706 97th Street NW, Suite 100, Gig Harbor, WA 98335  
 Phone: 253-857-5454 Fax: 253-509-0044 info@contourpllc.com





**City of Port Orchard**

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

**Agenda Staff Report**

Agenda Item No.: Consent Agenda 4E  
Subject: Adoption of a Resolution Approving a  
Contract with The Watershed Company for  
2021-2023 On-Call Critical Areas Review  
and Consulting Services

Meeting Date: January 12, 2021  
Prepared by: Nicholas Bond, AICP  
DCD Director  
Atty Routing No.: Development-Matter 11  
Atty Review Date: December 11, 2020

**Summary:** The City requires one or more on-call consultants to provide on-call, third-party review of critical areas reports and development proposals. In September 2020, the City sent a Request for Proposals (RFP) to three qualified firms on the MRSC personal services roster. The City received Statements of Qualifications from two firms, and on November 6, 2020, the City selected The Watershed Company as one of the firms to provide the requested services.

DCD staff and the City Attorney have prepared a contract with The Watershed Company for on-call, third-party critical areas review and consulting services for 2021-2023, in an amount not to exceed \$70,000. A resolution is provided for the City Council to authorize the Mayor to execute this contract.

On December 15, 2020, the City Council approved a contract with Grette Associates, for the same type of on-call review services. DCD determined that it would be in the City’s best interests to retain two contractors for this purpose, in case of any conflicts of interest or urgent matters where one consultant is not immediately available to provide timely review turnaround. Both contractors are aware of and agree to this arrangement. In general, review requests will be assigned to The Watershed Company and Grette Associates on an alternating basis.

**Relationship to Comprehensive Plan:** N/A

**Recommendation:** Staff recommends that the City Council authorize the Mayor to execute a contract with The Watershed Company, for on-call critical areas review and consulting services.

**Motion for consideration:** “I move to authorize the Mayor to execute a contract with The Watershed Company, for on-call critical areas review and consulting services.”

**Fiscal Impact:** A maximum of \$70,000 from 2021-2023, depending on the amount of on-call services used. Third-party review requests by permit applicants will be paid by the applicant; funds expended for City projects will be from the DCD professional services budget.

**Alternatives:** Do not approve the contract; revise the contract.

**Attachments:** Resolution and Contract with The Watershed Company.

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY OF PORT ORCHARD, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH THE WATERSHED COMPANY FOR 2021-2023 ON-CALL CRITICAL AREAS REVIEW AND CONSULTING SERVICES.**

**WHEREAS**, on September 18, 2020, the City of Port Orchard Department of Community Development sent a Request for Proposals (RFP) for on-call, third-party review of critical areas reports and development proposals to three qualified firms on the MRSC personal services roster; and

**WHEREAS**, the City received Statements of Qualifications from two firms, and on November 6, 2020, after review of all qualifications, the City selected The Watershed Company as one of the firms to provide on-call critical areas review and consulting services from 2021-2023; and

**WHEREAS**, staff negotiated a contract for services including fees with The Watershed Company, and finalized a professional services agreement on December 18, 2020; 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 Port Orchard City Council approves of and authorizes the Mayor to execute a contract with The Watershed Company for 2021-2023 on-call critical areas review and consulting services.

PASSED by the City Council of the City of Port Orchard, SIGNED by the Mayor and attested by the Clerk in authentication of such passage this 12<sup>th</sup> day of January 2021.

\_\_\_\_\_  
Robert Putaansuu, Mayor

ATTEST:

\_\_\_\_\_  
Brandy Rinearson, MMC, City Clerk

## CITY OF PORT ORCHARD PROFESSIONAL SERVICES AGREEMENT

THIS Agreement is made effective as of the 12<sup>th</sup> day of January 2021, 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 The Watershed Company, a corporation organized under the laws of the State of Washington, doing business at:

750 Sixth Street South      (hereinafter the “CONSULTANT”)  
Kirkland, WA 98033-6715

Contact: Ryan Kahlo      Phone: 425.822.5242  
for professional services in connection with the following Project:

*On-Call Consulting Services*

### TERMS AND CONDITIONS

#### 1. Services by Consultant.

A. The Consultant shall perform the on-call services described in the Scope of Work attached to this Agreement as Exhibit "A." The services performed by the Consultant shall not exceed the Scope of Work without prior written authorization from the City. In performing such services, the Consultant shall at all times comply with all Federal, State, and local laws and regulations applicable to the performance of such services. The Consultant shall perform the services diligently and completely in accordance with professional standards of conduct and performance for Consultant’s profession.

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

#### 2. Schedule of Work.

A. The Consultant shall perform the services described in the Scope of Work in accordance with the tasks identified within Exhibit “A” and the terms of this Agreement. If delays beyond the Consultant’s reasonable control occur, the parties will negotiate in good faith to determine whether an extension of time and/or additional budget 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 January 12<sup>th</sup>, 2021 (“Commencement Date”) and shall terminate January 31, 2023 unless extended or terminated in writing as provided herein. **The City reserves the right to offer two (2) one-year extensions prior to contract expiration to retain the selected company’s services.**

4. **Payment.**

A. This Agreement does not guarantee any amount of work for the Consultant. The City shall pay the Consultant an amount based on time and materials, not to exceed Seventy Thousand Dollars (\$70,000.00) for the services set out on Exhibit “A” hereto, based on the list of hourly billing rates and reimbursable expenses set forth in Exhibit “B”, attached hereto and incorporated herein by this reference. This is the maximum amount to be paid under this Agreement for the work described in this Agreement and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement.

B. 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.

C. 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.

D. 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.

E. 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.

F. 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.

5. **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.

**6. 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.

## **7. 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.

**8. 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.

**9. Ownership of Work Product.**

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

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

**10. 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.

**11. 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, to the extent caused by and arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries or damages caused by the sole negligence of the City.

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

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

**12. 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 shall provide the City with written notice of any policy cancellation, within two business days of their receipt of such notice.
3. The City will not waive its right to subrogation against the Consultant. The Consultant's insurance shall be endorsed acknowledging that the City will not waive their right to subrogation. The Consultant's insurance shall be endorsed to waive the right of subrogation against the City, or any self-insurance, or insurance pool coverage maintained by the City.
4. If any coverage is written on a "claims made" basis, then a minimum of a three (3) year extended reporting period shall be included with the claims made policy, and proof of this extended reporting period provided to the City.

D. Acceptability of Insurers

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

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.

**13. 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.

**14. 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  
Ryan Kahlo  
750 Sixth Street South  
Kirkland, WA 98033

Phone: 360.876.4407  
Fax: 360.895.9029

Phone: 425.822.5242

**15. 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.

**16. 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.

## 17. Title VI

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

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

1. **Compliance with Regulations:** The Consultant will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.
2. **Nondiscrimination:** The Consultant, with regard to the work performed by it during this Agreement, will not discriminate on the grounds of race, color, national origin, sex, age, disability, income-level, or LEP in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Consultant will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations as set forth in Appendix A, attached hereto and incorporated herein by this reference, including employment practices when this Agreement covers any activity, project, or program set forth in Appendix B of 49 C.F.R. part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Consultant of the Consultant's obligations under this Agreement and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, national origin, sex, age, disability, income-level, or LEP.
4. **Information and Reports:** The Consultant will provide all information and reports required by the Acts, the Regulations and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish the information, the Consultant will so certify to the City or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the Consultant's noncompliance with the Non-discrimination provisions of this Agreement, the City will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

1. withholding payments to the Consultant under the Agreement until the contractor complies; and/or
  2. cancelling, terminating, or suspending the Agreement, in whole or in part.
6. **Incorporation of Provisions:** The Consultant will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Consultant will take action with respect to any subcontract or procurement as the City or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Consultant becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Consultant may request the City to enter into any litigation to protect the interests of the City. In addition, the Consultant may request the United States to enter into the litigation to protect the interests of the United States.

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

CITY OF PORT ORCHARD,  
WASHINGTON

CONSULTANT



\_\_\_\_\_  
By: Robert Putaansuu, Mayor

\_\_\_\_\_  
Name: Hugh Mortensen

Title: President | Senior Ecologist

ATTEST /AUTHENTICATE:

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 A**  
**Scope of Work**

**City of Port Orchard**  
**Consulting Services On-Call**

**Statement of Understanding**

This Contract for on-call Consulting Services is to supplement the capabilities of City of Port Orchard staff by providing critical areas consulting services related to development applications received by the City.

Specific work under this Contract will be performed by the Consultant on an individual task order basis. A specific scope, budget, and schedule will be provided for each requested task order. The Consultant is expected to respond promptly to task order requests.

**PROJECT SCHEDULE**

To be determined on a task order basis.





## EXHIBIT B

### Hourly Rates Effective October 2020\*

Ed McCarthy, PE, PhD	Senior Water Resources Engineer	\$190
Dan Nickel, MSc	Environmental Engineer	\$185
Hugh Mortensen, PWS	Senior Ecologist	\$185
J. Kenny Booth, AICP	Senior Planner	\$185
Al Wald, LHg	Hydrogeologist	\$170
Greg Johnston, EIT, CFP, MSc	Senior Fisheries Biologist	\$160
Amber Mikluscak, PLA, GISP, MLA	Senior Landscape Architect/GIS Manager	\$155
Nell Lund, PWS	Senior Ecologist	\$150
Ryan Kahlo, PWS	Senior Ecologist	\$150
Mark Daniel, AICP	Associate Planner/GIS Specialist	\$145
Clover McIngalls, PWS	Environmental Planner	\$135
Marina French, PLA, MLA	Landscape Architect	\$135
Leila Willoughby-Oakes	Associate Planner	\$135
Peter Heltzel, MSc, CFP	Fisheries Biologist	\$135
Lucas Vannice, PLA	Landscape Architect/Arborist	\$120
Katy Crandall	Ecologist/Arborist	\$120
Kyle Braun, PLA	Landscape Architect/Arborist	\$120
Jamie Sloan	Ecologist	\$120
April Mulcahy	Arborist/Ecological Designer	\$115
Roen Hohlfeld, MLA	Ecologist/Arborist/Landscape Designer	\$113
Billy Craig	Project Administrator	\$110
Debra Klein	Accountant	\$110
Betsy Mann	Marketing Manager	\$110
Alex Capron	Planner/GIS Specialist	\$105
Alex Pittman	Environmental Planner	\$105
Sam Payne	Ecologist/Arborist	\$103
Grayson Morris, MLA, SITES AP	Landscape Designer	\$95
Amanda Fleischman, MLA	Landscape Designer	\$93
Jake Robertson	Arborist	\$92
Karin Hopper	Office Coordinator	\$90
Nathan Burroughs, MSc	GIS Analyst	\$85
Grace Brennan	Ecologist	\$85
Alicia Kellogg	Graphics Assistant/Landscape Designer	\$80
Sage Presster	Ecologist	\$80

#### Acronym Key:

CFP = Certified Fisheries Professional as certified by the American Fisheries Society  
 PE = Professional Engineer  
 EIT = Engineer In Training  
 GIS = Geographic Information System  
 PWS = Professional Wetland Scientist as certified by the Society of Wetland Scientists  
 PLA = State of Washington Professional Landscape Architect  
 AICP = American Institute of Certified Planners  
 MSc = Master of Science degree  
 MLA = Master of Landscape Architecture  
 GISP = GIS Professional

\*Rates for 2020 only, escalator clause for cost of living may apply in future years



**Direct Costs:**

<b><u>Auto Mileage</u></b>	
Maximum standard rate allowable by IRS	
<b><u>Reproduction:</u></b>	
<b><u>Black &amp; White Printing</u></b>	<b><u>Rate per Page</u></b>
8 1/2 x 11	\$0.10
11 x 17	\$0.20
12 x 18	\$0.30
<b><u>Color Printing</u></b>	<b><u>Rate per Page</u></b>
8 1/2 x 11	\$1.00
11 x 17	\$2.00
12 x 18	\$2.50
<b><u>Plotting</u></b>	<b><u>Rate per SF</u></b>
B&W Bond	\$1.05
Color Bond	\$1.18
B&W Glossy	\$12.18
Color Glossy	\$13.76
Outside Reproduction	At cost
Electrofishing Equipment Fee	\$100.00/day
Trimble Geo XH - GPS Equipment Fee	\$190.00/day
Panasonic FZ-G1	\$130.00/day
Field Tablet	\$20.00/day
Solomat Water Quality Testing Equipment Fee	\$50.00/day
YSI Salinity pH Meter	\$50.00/day
Expert testimony	Expert testimony is billed at 1.5 times standard hourly rates
Lodging and per diem	Reimbursement will be at a rate not to exceed the WA State OFM per diem rate for location services are provided. Out-of-State locations will be reimbursed at the current GSA rate for location services are provided.
Other Direct Costs At Cost	



## City of Port Orchard

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

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### Agenda Staff Report

Agenda Item No.: Business Item 7A  
Subject: Adoption of a Resolution Appointing Katie Quesada as the City's Code Enforcement Officer as Established in Port Orchard Municipal Code Chapter 2.64

Meeting Date: January 12, 2021  
Prepared by: Nicholas Bond, AICP  
DCD Director  
Atty Routing No.: Development-Matter 11  
Atty Review Date: December 11, 2020

**Summary:** The City has hired Katie Quesada to be the City's new code enforcement officer, effective January 6, 2021. POMC Section 2.64.010 requires that the City Council appoint the code enforcement officer by resolution. Staff has prepared a resolution for the Mayor's signature to appoint Ms. Quesada to the code enforcement officer position.

**Relationship to Comprehensive Plan:** N/A

**Recommendation:** Staff recommends that the City Council authorize the Mayor to sign a resolution appointing Katie Quesada as the City's code enforcement officer.

**Motion for consideration:** "I move to adopt a resolution appointing Katie Quesada as the City's code enforcement officer."

**Fiscal Impact:** None

**Alternatives:** None

**Attachments:** Resolution.

RESOLUTION NO. \_\_\_\_

**A RESOLUTION OF THE CITY OF PORT ORCHARD, WASHINGTON, APPOINTING KATIE QUESADA AS THE CITY'S CODE ENFORCEMENT OFFICER, AND AS AUTHORIZED TO PERFORM CODE ENFORCEMENT RESPONSIBILITIES AS ESTABLISHED IN CHAPTER 2.64 OF THE PORT ORCHARD MUNICIPAL CODE.**

**WHEREAS**, the City of Port Orchard has an obligation to protect the health, safety and welfare of the community; and

**WHEREAS**, the City has established the position of code enforcement officer, whose duties include investigating and taking action to ensure compliance with certain City regulations, as enumerated in POMC 2.64.030; and

**WHEREAS**, POMC Section 2.64.010 requires that the City Council appoint the code enforcement officer by Resolution; and

**WHEREAS**, the City of Port Orchard has hired Katie Quesada as the City's new code enforcement officer; 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:** Katie Quesada is hereby appointed as the City's code enforcement officer pursuant to POMC 2.64.010, and is designated to perform code enforcement duties as specified in the Port Orchard Municipal Code and any subsequent amending ordinances and/or regulations thereto.

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 12th day of January 2021.

\_\_\_\_\_  
Robert Putansuu, 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 7B</u>	Meeting Date:	<u>January 12, 2021</u>
Subject:	<u>Appointment of a Mayor Pro-Tempore for 2021</u>	Prepared by:	<u>Brandy Rinearson, MMC City Clerk</u>
	<u></u>	Atty Routing No.:	<u>N/A</u>
	<u></u>	Atty Review Date:	<u>N/A</u>

**Summary:** Historically, the first meeting of each calendar year the Council nominates and appoints a Mayor Pro-Tempore from the current Councilmembers. As a Code-city; the Council can biennially or periodically appoint a Mayor Pro Tempore. The statute reads as follows:

*RCW 35A.12.065 Pro tempore appointments. Biennially at the first meeting of a new council, or periodically, the members thereof, by majority vote, may designate one of their number as mayor pro tempore or deputy mayor for such period as the council may specify, to serve in the absence or temporary disability of the mayor; or, in lieu thereof, the council may, as the need may arise, appoint any qualified person to serve as mayor pro tempore in the absence or temporary disability of the mayor. In the event of the extended excused absence or disability of a councilmember, the remaining members by majority vote may appoint a councilmember pro tempore to serve during the absence or disability.*

The council desires to continue with the annual appointments of the Mayor Pro-Tempore.

**Recommendation:** Staff recommends a councilmember nominate a Mayor Pro-Tempore to serve for 2021.

**Relationship to Comprehensive Plan:** None.

**Motion for consideration:** I move to elect \_\_\_\_\_ as the Mayor Pro-Tempore for 2021.

**Fiscal Impact:** N/A

**Alternatives:** N/A

**Attachments:** None



**City of Port Orchard**

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

**Agenda Staff Report**

Agenda Item No.:	<u>Business Item 7C</u>	Meeting Date:	<u>January 12, 2021</u>
Subject:	<u>Adoption of an Ordinance Ratifying the</u>	Prepared by:	<u>Charlotte Archer</u>
	<u>Suspension of Portions of Title 10</u>		<u>City Attorney</u>
	<u>Pertaining to Traffic Enforcement Due to</u>	Atty Routing No:	<u>366922.0003 - Exec</u>
	<u>COVID-19 Emergency Response and Relief</u>	Atty Review Date:	<u>N/A</u>

**Summary:** In response to the COVID-19 pandemic and related emergency orders issued by federal, state and local officials, in early April 2020 the Mayor re-assigned the City’s parking enforcement employees to emergency management duties. In addition, at the direction of the Mayor, the City’s public works department secured from use parking pay stations/meters in the City-owned / operated pay lots in the downtown area. Due to limitations on staffing and the procurement of necessary sanitization equipment, the concern was whether the stations/meters could be sanitized on a frequent-enough basis to combat the spread of the COVID-19 virus. These actions were reversed in mid-June when staff could return to regular duties and the City was able to procure sufficient materials. The result of these actions was the temporary suspension of certain provisions in Title 10, Chapter 12, pertaining to Parking Enforcement: fees for parking in pay lots were waived, and enforcement of restrictions associated with those lots and other parking issues enforced by the parking enforcement team. The remaining members of the police department continued to enforce the remaining sections of the City’s traffic ordinance, including those associated with safety and ensuring disability parking was preserved. By this Ordinance, the City Council would ratify the actions taken by the Mayor for the period of April 1, 2020 to June 15, 2020, and confirm the suspension of certain subsections of POMC 10.12 during this period.

**Relationship to Comprehensive Plan:** N/A

**Recommendation:** Staff recommends that City Council adopt an Ordinance Ratifying the Suspension of Portions of Title 10, Chapter 12, pertaining to Traffic Enforcement due to COVID-19 Emergency Response and Relief.

**Motion for Consideration:** I move to adopt an Ordinance Ratifying the Suspension of Portions of Title 10, Chapter 12, pertaining to Traffic Enforcement due to COVID-19 Emergency Response and Relief.

**Fiscal Impact:** Temporary suspension of permit parking/enforcement resulted in a small reduction in collected fees for the period of April 1, 2020 to June 15, 2020.

**Attachments:** Ordinance.

**ORDINANCE NO. \_\_\_\_**

**AN ORDINANCE OF THE CITY OF PORT ORCHARD, WASHINGTON, RELATING TO PARKING ENFORCEMENT AND THE COVID-19 PANDEMIC; SUSPENDING PORTIONS OF TITLE 10, CHAPTER 12 OF THE PORT ORCHARD MUNICIPAL CODE DUE TO EMERGENCY CONDITION; PROVIDING FOR SEVERABILITY; ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, on February 29, 2020, the Governor of the State of Washington proclaimed State of Emergency in Washington due to the spread of the novel coronavirus COVID-19; and

**WHEREAS**, that proclamation was immediately followed by directives from the World Health Organization, President of the United States, and federal, state and local health officials, confirming the existence of a pandemic threatening public health and safety; and

**WHEREAS**, on March 16, 2020, the Mayor of Port Orchard issued a Proclamation of Local Emergency, which was extended by the Mayor on June 16, 2020, September 13, 2020, and again on December 11, 2020; and

**WHEREAS**, shortly after each extension the Mayor's actions have been ratified by the City Council; and

**WHEREAS**, since the outset of this pandemic the Centers for Disease Control and Prevention (CDC) has recommended "extensive community mitigation activities" to slow the spread of, and minimize morbidity and mortality caused by, COVID-19; and

**WHEREAS**, the CDC and other health officials have identified protective measures necessary for local governments, businesses and residents to take to prevent the spread of the disease; and

**WHEREAS**, pursuant to the emergency powers vested in him under RCW 35A.34.140, RCW 38.52.070(2), and RCW 39.04.280, in early April 2020 the Mayor dispatched the City's parking enforcement employees to perform duties associated with emergency management and relief efforts; and

**WHEREAS**, in order to combat and mitigate the transmission of COVID-19, the Mayor also directed Public Works staff to secure from use the parking permit machines located in the City beginning in early April 2020 through mid-June 2020 when the City was able to secure all necessary sanitization tools to regularly disinfect the machines; and

**WHEREAS**, by these actions, the Mayor temporarily suspended enforcement of some of the parking restrictions set out in Title 10 of the Port Orchard Municipal Code, particularly those

exclusively enforced by the parking enforcement employees rather than all members of the police department; and

**WHEREAS**, the City Council finds that it was in the best interest of the public health and welfare, to temporarily suspend the regulations identified herein through the Mayor's directives; 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. Suspension.** The City Council affirms the suspension of the provisions of the following Chapters of the Port Orchard Municipal Code:

- 10.12.080 Parking Prohibited and restricted
- 10.12.085 Chain parking prohibited
- 10.12.090 Obedience to angle-parking signs or markings
- 10.12.140 Special passes
- 10.12.180 Obliterating tire markings
- 10.12.220 Violating permits for loading or unloading at an angle to the curb
- 10.12.580 Parking time limited on certain city parking lots
- 10.12.600 Parking passes
- 10.12.620 Parking passes - Rules

for the period of April 1, 2020 to June 15, 2020, and hereby ratifies all actions take prior to this Ordinance that are consistent with the authorization set out in this Ordinance

**SECTION 3. 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 4. 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 5. Effective Date.** This ordinance shall be published in the official newspaper of the city and shall take full force and effect five (5) days after the date of publication. A summary of this ordinance in the form of the ordinance title may be published in lieu of publishing the ordinance in its entirety.



PASSED by the City Council of the City of Port Orchard, APPROVED by the Mayor and attested by the City Clerk in authentication of such passage this 12<sup>th</sup> day of January 2021.

\_\_\_\_\_  
Robert Putaansuu, Mayor

ATTEST:

\_\_\_\_\_  
Brandy Rinearson, MMC, City Clerk

APPROVED AS TO FORM:

SPONSORED BY:

\_\_\_\_\_  
Charlotte A. Archer, City Attorney

\_\_\_\_\_  
Jay Rosapepe, Councilmember

PUBLISHED:

EFFECTIVE DATE:



**City of Port Orchard**

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

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**Agenda Staff Report**

Agenda Item No.: Business Item 7D  
Subject: Adoption of a Resolution Amending  
Resolution No. 067-20 for the Purchase of  
Storm Drainage Utility Remote Controlled  
Flail Mower for the Equipment Rental  
Revolving Fund No. 500

Meeting Date: January 12, 2021  
Prepared by: Mark Dorsey, P.E.  
Public Works Director  
Atty Routing No.: 366922.0009 - PW  
Atty Review Date: January 6, 2021

**Summary:** On December 15, 2020, the City Council approved Resolution No. 067-20, for the purchase of a Storm Drainage Utility Remote-Controlled Flail Mower in the amount of \$61,160. However, the applicable sales tax was inadvertently omitted from that approval, as this was a purchase through the HGACBuy Roster, a consortium out of Oregon. This resolution increases the approval to include the applicable sales tax.

**Relationship to Comprehensive Plan:** Chapter 7 – City Maintained Utilities

**Recommendation:** Staff recommends approving a Resolution, thereby amending Resolution No. 067-20, to approve the purchase of a Storm Drainage Utility Remote-Controlled Flail Mower in an amount of \$67,000 through the HGAC Buy Roster for Equipment Rental and Revolving Fund No. 500 and addition to the Fleet.

**Motion for Consideration:** I move to approve a Resolution, thereby approving the purchase of a Storm Drainage Utility Remote-Controlled Flail Mower in an amount of \$67,000 through the HGAC Buy Roster for Equipment Rental and Revolving Fund No. 500 and addition to the Fleet.

**Fiscal Impact:** The Mower purchase of approximately \$67,000 is within the limits of the 2019-2020 Biennial Budget, with \$50,000 coming from the Stormwater Capacity Grant, and the remaining \$17,000 coming from Equipment Rental and Revolving Fund No. 500.

**Alternatives:** Do not approve resolution and provide alternative guidance.

**Attachments:** Resolution, Purchase Order and Resolution No. 067-20.

**RESOLUTION NO. \_\_\_\_**

**A RESOLUTION OF THE CITY OF PORT ORCHARD, WASHINGTON, AMENDING RESOLUTION NO. 067-20, APPROVING THE PURCHASE OF A STORM DRAINAGE UTILITY REMOTE-CONTROLLED FLAIL MOWER FOR THE EQUIPMENT RENTAL AND REVOLVING FUND AND DOCUMENTING PROCUREMENT PROCEDURES.**

**WHEREAS**, in effort to more efficiently maintain city-owned storm drainage mitigation facilities (ponds & swales), Staff identified and tested a Remote-Controlled Flail Mower capable of navigating difficult terrain; and

**WHEREAS**, on October 27, 2020, pursuant to Chapter 39.34 RCW, Staff located a vendor for the remote-controlled flail mower on the HGACBuy Roster for \$61,160.00, with \$50,000 anticipated to come from the Stormwater Capacity Grant; and

**WHEREAS**, the current 2019-2020 Biennial Budget includes \$1,413,725 for capital purchases of vehicles and equipment for the Equipment Rental and Revolving Fund; and

**WHEREAS**, the proposed purchase is within budgeted authority; and

**WHEREAS**, the City Council has approved procurement policies which require City Council authorization for purchasing items costing \$35,000 or more; and

**WHEREAS**, the attached purchase order is for equipment that exceeds the \$35,000 authorization limit; and

**WHEREAS**, the purchase order is for a Storm Drainage Utility Remote-Controlled Flail Mower to enable the City's Public Works Department to better meet the Department of Ecology's Storm Drainage Compliance Requirements; and

**WHEREAS**, by Resolution No. 067-20, the City Council approved of the purchase but that approval did not include the full cost for the purchase because applicable sales tax was omitted; and

**WHEREAS**, the City Council desires to authorize the purchase at the full cost; 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 the Resolution.

**THAT:** The Port Orchard City Council hereby amends Resolution No. 067-20 to approve of the purchase of a Storm Drainage Utility Remote-Controlled Flail Mower for the Equipment Rental and Revolving Fund for an amount of \$67,000. The City Council

hereby ratifies all actions take prior to this Resolution that are consistent with the authorization set out in this Resolution.

**THAT:** The Resolution shall 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 12<sup>th</sup> day of January 2021.

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Robert Putaansuu, Mayor

ATTEST:

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Brandy Rinearson, MMC, City Clerk

**City of Port Orchard**

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

**PURCHASE ORDER**

**RMT Equipment**  
**892 NW Corporate Dr**  
**Troutdale, OR 97060**  
**503.667.5000**

P.O. No. **029-20**  
 Date: **December 15, 2020**

**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:**

Dave Boltz  
 Public Works

**Authorized Signature:**



City Clerk or Authorized Representative Signature

Qty	Description	Unit Price	Total
1	Green Climber LV300PRO Remote Controlled Machine with Tracks and Flail Mower	\$58,310.00	\$58,310.00
	*See attached proposal for more information*		
	<b>IF TOTAL COST IS OVER \$7,500.00 ATTACH PROCUREMENT DOCUMENTS</b>		
	<i>* See attached quote for more details*</i>		

Subtotal	\$58,310.00
Tax (9.0%)	Included
Est. Freight	\$2,580.00
Add'l Fees	
Bal Due	\$61,160.00

<b>THIS ORDER IS A CONFIRMATION</b>	<i>Yes</i>
<b>THIS ORDER IS NOT A CONFIRMATION</b>	
<b>ACCOUNT CODE:</b>	



CERTIFICATE OF REGISTRATION  
TRACTION UNIT & ATTACHMENTS  
DELIVERY SERVICE AND OWNERSHIP RECORD

NO WARRANTY APPLICATIONS CAN BE PROCESSED WITHOUT PRIOR SUBMITAL OF EQUIPMENT REGISTRATION

PRODUCT DETAILS

PURCHASE DATE: .....

TRACTION UNIT

MACHINE MODEL: L11-300 PRO SERIAL NUMBER: 0024  
ENGINE MODEL: 3TNV80F5DSA SERIAL NUMBER: 37318  
iMET REMOTE MODEL: ..... SERIAL NUMBER: .....

ATTACHMENTS

1 MODEL: TXL-115 SERIAL NUMBER: 0208  
2 MODEL: M800-Zeus2 BIN-10711-00 SERIAL NUMBER: ~~20064000~~ 876  
3 MODEL: ..... SERIAL NUMBER: .....  
4 MODEL: ..... SERIAL NUMBER: .....

The warranty period for the above machine shall be 1 year upon signed delivery of equipment. Please consult your manual for details on the OEM diesel engine warranty.

CUSTOMER DETAILS

Business Name: City of Port Orchard  
Address: 216 Prospect, Port Orchard  
Phone: 360-535-2473  
E-mail: t.johnson@cityofportorchard.us

DEALER DETAILS

Dealer Name: \_\_\_\_\_  
Sales Consultant: \_\_\_\_\_  
Date of Delivery: \_\_\_\_\_

Customer Signature: [Signature] Date: 12-16-2020  
Dealer Signature: [Signature] Date: 12-16-2020

Please complete and return to: [zoe@greenclimberna.com](mailto:zoe@greenclimberna.com)



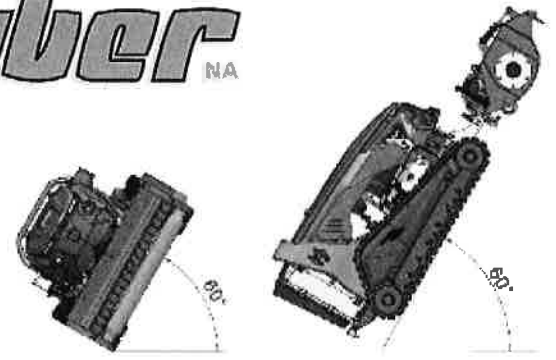


# Green Chamber NA

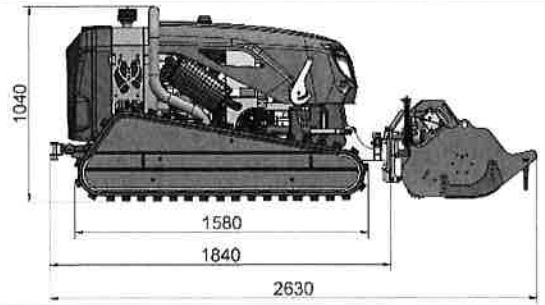
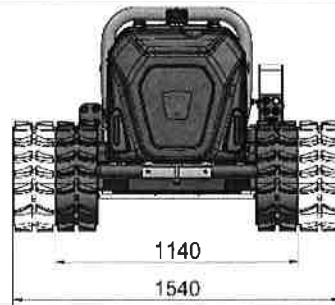
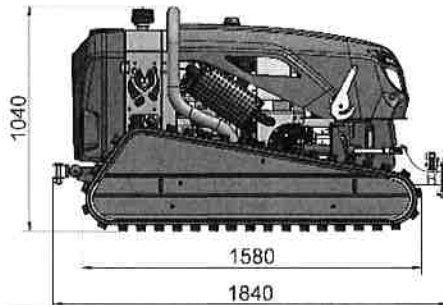
## LV300 PRO

REMOTE-CONTROLLED SLOPE MOWER

**60° CUTTING ALL DIRECTIONS  
NO WINCH NEEDED!**



LV300 PRO is a Tier IV Final industrial, remote controlled slope mower with a Yanmar Liquid Cooled Engine. The PRO offers extend-able tracks, shift-able flail head, 2" cutting capacity AND an on-board battery charger.



**LV300 PRO SPECIFICATIONS:**

<b>Dry Weight:</b>	<b>1720 LBS</b>
<b>Flail Weight:</b>	<b>375 LBS</b>
<b>Max Working Gradient:</b>	<b>60 Degrees, All Directions</b>
<b>Speed:</b>	<b>5.5 MPH</b>
<b>Flail Speed:</b>	<b>3300 RPM</b>

**ENGINE SPECIFICATIONS:**

<b>Engine Model:</b>	<b>Yanmar 3TNV80F (Tier 4 Final)</b>
<b>Engine Power:</b>	<b>25 Hp</b>
<b>Engine Torque:</b>	<b>85.9 Nm</b>
<b>Cooling Style:</b>	<b>Liquid Cooled</b>
<b>Fuel Tank Capacity:</b>	<b>5.6 Gallons</b>

**ADDITIONAL FEATURES:**

<b>Flail Side Shift: 16 Inches L &amp; R</b>
<b>Track Extension: 16 Inches</b>
<b>Remote Range: 1,000 Ft</b>
<b>On-Board Batter Charger</b>
<b>Clean-Fix Automated Fan</b>

**Digital Computer with Maintenance Notifications**



## Proposal for City of Port Orchard

Dave Boltz  
City of Port Orchard  
216 Prospect  
Port Orchard, WA 98335  
Phone: 360.535.2336  
Email: [dboltz@cityofportorchard.us](mailto:dboltz@cityofportorchard.us)

27 October 2020

Dave,

Thank you for your time during our recent phone conversation. Please below the items we discussed.

### Equipment

#### HGAC National Contract Pricing

Green Climber **LV300 PRO** remote controlled machine with tracks and flail mower, extendable 45" to 61" undercarriage, hydraulic side shifting of accessory + / - 16", Yanmar 3TNV80F water Cooled 3 cylinder Diesel Engine 25hp, Up to 1" diameter foliage

In-bound freight and setup  
Total

\$58,310.00  
\$ 2,850.00  
\$61,160.00

Sales tax is not included.

### Follow-up Agenda

- Proposal good for 60 days.

By signing below, City of Port Orchard authorizes RMT to commit the above equipment. Furthermore, City of Port Orchard accepts responsibility for any and all costs associated with any cancellation charges that could be incurred.

Signature  
Rich Schwabauer  
Territory Manager

11/25/2020  
Date / PO#

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892 NW Corporate Drive – Troutdale, Oregon 97060 – Phone 503.667.5000 – Fax 503.667.5002

Salt Lake City – Boise – Hammett – Portland





935 NW Corporate Drive #E  
 Troutdale, OR 97060  
 (503) 667-5000 • Toll Free (800) 606-9179  
 Fax: (503) 667-5002  
**www.rmtequipment.com**

**Please Remit To:**  
 RMT Equipment  
 PO Box 57246  
 Salt Lake City, UT 84157

**Ship To:** IN STORE PICKUP

Branch 07 - PORTLAND, OR		
Date 12/14/2020	Time 15:20:15 (O)	Page 1
Account No PORTO013	Phone No	Inv No 03 E00389
Ship Via DELIVERY	Purchase Order 029-20	
Tax ID No		
RICH SCHWABAUER		Salesperson 125 / GB1

**Invoice To:** City of Port Orchard  
 216 Prospect  
 Port Orchard WA 98335

Attention: Dave Boltz

**EQUIPMENT INVOICE**

Description	Amount
HGAC Contract pricing Flail Head, MDB, Model#TXL-115 s/n# 0208 Includes: Teather, Grease Gun w. pressure gauge, Extra Remote Battery  Stock #: 026412                      Serial #: 0024 New GE LV300PRO New GREEN CLIMBER LV300PRO LV300 PRO W/ TRACKS AND FLAIL PRICE INCLUDES INBOUND FREIGHT AND SETUP	61160.00
Subtotal:	61160.00
ON ACCOUNT:	61160.00

Resolution no. 067.20

**Terms: Due on receipt**

All claims for shortage, damage, etc., must be made in 30 days from date of delivery. Seller retains ownership of merchandise until payment is received. Parts or assemblies will not be received for credit, if returned without our permission, but will be held for disposition of the sender for 30 days. All returns are subject to a 15% restocking fee - All electrical parts and special order items are non-returnable. Buyer agrees to pay all reasonable collection costs, including attorney fees. A service charge of 1.5% per month will be assessed on all past due invoices. Any equipment left over 60 days from repair completion will be sold.

**RESOLUTION NO. 067-20**

**A RESOLUTION OF THE CITY OF PORT ORCHARD, WASHINGTON, APPROVING THE PURCHASE OF A STORM DRAINAGE UTILITY REMOTE-CONTROLLED FLAIL MOWER FOR THE EQUIPMENT RENTAL AND REVOLVING FUND AND DOCUMENTING PROCUREMENT PROCEDURES.**

**WHEREAS**, in effort to more efficiently maintain city-owned storm drainage mitigation facilities (ponds & swales), Staff identified and tested a Remote-Controlled Flail Mower capable of navigating difficult terrain; and

**WHEREAS**, on October 27, 2020, pursuant to Chapter 39.34 RCW, Staff located a vendor for the remote-controlled flail mower on the HGAC Buy Roster for \$61,160.00, with \$50,000.00 anticipated to come from the Stormwater Capacity Grant; and

**WHEREAS**, the current 2019-2020 Biennial Budget includes \$1,413,725 for capital purchases of vehicles and equipment for the Equipment Rental and Revolving Fund; and

**WHEREAS**, the proposed purchase is within budgeted authority; and

**WHEREAS**, the City Council has approved procurement policies which require City Council authorization for purchasing items costing \$35,000 or more; and

**WHEREAS**, the attached purchase order is for equipment that exceeds the \$35,000 authorization limit; and

**WHEREAS**, the purchase order is for a Storm Drainage Utility Remote-Controlled Flail Mower to enable the City's Public Works Department to better meet the Department of Ecology's Storm Drainage Compliance Requirements; 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 the Resolution.

**THAT:** The Port Orchard City Council approves of the purchase of a Storm Drainage Utility Remote-Controlled Flail Mower for the Equipment Rental and Revolving Fund for \$61,160.00. The City Council hereby ratifies all actions take prior to this Resolution that are consistent with the authorization set out in this Resolution.

**THAT:** The Resolution shall 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 15th day of December 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

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### Agenda Staff Report

Agenda Item No.: Business Item 7E  
Subject: Adoption of a Resolution Approving the  
Selection of a Preferred Site for the South  
Kitsap Community Events Center

Meeting Date: January 12, 2021  
Prepared by: Nicholas Bond, AICP  
DCD Director  
Atty Routing No.: N/A  
Atty Review Date: N/A

**Summary:** On December 8, 2020, the City Council reviewed a recommendation by the South Kitsap Community Events Center (SKCEC) Steering Committee for a preferred site location for the SKCEC, and directed staff to prepare a Resolution approving this site selection. The site, shown as Site Option A on Exhibit 1 of the Resolution, is the current location of Kitsap Bank (APN #4650-011-001-0001).

**Relationship to Comprehensive Plan:** N/A

**Recommendation:** Staff recommends that the City Council authorize the Mayor to sign a resolution approving the selection of Site Option A on Exhibit 1 as the preferred site for the South Kitsap Community Events Center.

**Motion for consideration:** "I move to adopt a resolution approving the selection of Site Option A on Exhibit 1 as the preferred site for the South Kitsap Community Events Center."

**Fiscal Impact:** None

**Alternatives:** Do not approve Site Option A as the preferred location for the SKCEC; direct the Steering Committee to review other site options.

**Attachments:** Resolution.

**RESOLUTION NO. \_\_\_\_**

**A RESOLUTION OF THE CITY OF PORT ORCHARD, WASHINGTON, APPROVING THE SELECTION OF A PREFERRED SITE FOR THE SOUTH KITSAP COMMUNITY EVENTS CENTER.**

**WHEREAS**, selection of a preferred site for the South Kitsap Community Events Center (SKCEC) is in Task 1 of the interlocal agreement between the City and the Kitsap Public Facilities District (KPFDD); and

**WHEREAS**, on July 28, 2020, the City of Port Orchard contracted with Rice Fergus Miller (RFM) to serve as the City's consultant to lead Phase 1 of the SKCEC project; and

**WHEREAS**, the City and RFM established a steering committee of City staff and elected officials, the Kitsap Regional Library, the KFPD, the Port of Bremerton, Kitsap Transit, and the South Kitsap School District, to review several sites in Port Orchard's downtown for suitability as the SKCEC location; and

**WHEREAS**, on November 25, 2020, after several meetings in which site selection criteria were established and three preliminary site options were chosen, the steering committee reviewed the site constraints and options for all three sites and selected Site Option A as the preferred site (Exhibit 1) after a point-based assessment; and

**WHEREAS**, on December 8, 2020, RFM presented the preferred site to the City Council at its regular meeting, and the Council requested that staff prepare a Resolution to approve the selection of this site; 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 the Resolution.

**THAT:** The City Council confirms the selection of a preferred site for the South Kitsap Community Events Center shown as Site Option A on Exhibit 1, Kitsap County Tax Assessor's Parcel No. 4650-011-001-0001.

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 12th day of January 2021.

\_\_\_\_\_  
Robert Putaansuu, Mayor

ATTEST:

\_\_\_\_\_  
Brandy Rinearson, MMC, City Clerk

Exhibit 1: Site A – Current Kitsap Bank Site

# EXHIBIT 1

THIS PLAN IS A COMPOSITE IMAGE MADE UP OF A SATELLITE IMAGE FROM GOOGLE EARTH, CITY OF PORT ORCHARD MASTER PLAN BY GGLO, AND THE PROPOSED SKCEC CONCEPTUAL PLAN BY RICE FERGUS MILLER.



DOWNTOWN OVERALL PLAN (A) 

South Kitsap Community Event Center | December 8, 2020

RICE FERGUS MILLER 4



**City of Port Orchard**

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

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**Agenda Staff Report**

Agenda Item No.:	<u>Business Item 7F</u>	Meeting Date:	<u>January 12, 2021</u>
Subject:	<u>Authorization for the Mayor to Sign Letter of Intent with Kitsap Bank Related to the Purchase of 619 Bay Street</u>	Prepared by:	<u>Brandy Rinearson, MMC City Clerk</u>
		Atty Routing No.:	<u>366922.0005 - Clerk</u>
		Atty Review Date:	<u>01/07/2021</u>

**Summary:** Earlier in tonight’s meeting, the property located at 619 Bay Street has been selected as the site for the 24,000 square foot facility known as the South Kitsap Community Events Center. The facility is part of a long-term downtown master plan that incorporates Kitsap Bank’s new headquarters, residential, commercial, parking solutions and waterfront reclamation.

The City would like to submit a Letter of Intent (LOI) to Kitsap Bank which sets forth the City’s intent to enter into an agreement for purchase of the property.

**Recommendation:** Staff recommends the City Council to authorize the Mayor to sign the Letter of Intent with Kitsap Bank related to the purchase of 619 Bay Street.

**Relationship to Comprehensive Plan:** N/A.

**Motion for consideration:** I move to authorize the Mayor to sign the Letter of Intent with Kitsap Bank related to the purchase of 619 Bay Street.

**Fiscal Impact:** N/A

**Alternatives:** None.

**Attachments:** Letter of Intent (LOI).





# CITY OF PORT ORCHARD

## Mayor

216 Prospect Street, Port Orchard, WA 98366  
Voice: (360) 876-4407 • Fax: (360) 895-9029  
[rputaansuu@cityofportorchard.us](mailto:rputaansuu@cityofportorchard.us)  
[www.cityofportorchard.us](http://www.cityofportorchard.us)

December 29, 2020

Steven Politakis  
Chief Executive Officer  
Kitsap Bank  
619 Bay Street, Port Orchard WA 98366

Dear Mr. Politakis:

On behalf of the City of Port Orchard, I am pleased to submit this Letter of Intent (“LOI”) on behalf of the City with respect to the purchase of real property located at 619 Bay Street, in the City of Port Orchard, Washington, Kitsap County Tax Parcel No. 4650-011-001-0001 (the “Property”). This letter sets forth the City’s intent to enter into an agreement (“Purchase Agreement”) with Kitsap Bank (“Seller”) for the purchase of the Property. By executing below, Kitsap Bank would be evidencing an intent to participate in the sale, subject to a negotiated price and negotiated Purchase Agreement/terms.

**PROPERTY:** The Property is the fee simple real property interest in 619 Bay Street, in the City of Port Orchard, Washington, Kitsap County Tax Parcel No. 4650-011-001-0001, consisting of 0.57 acres of land and 10,080 square feet of existing improvements.

**PURCHASE PRICE:** To be determined by the parties upon receipt of appraisal(s) (“Purchase Price”).

**CONTRACT:** Seller and Purchaser shall use best efforts to negotiate and execute a Purchase Agreement for the sale of the Property on terms and conditions mutually acceptable to Seller and Purchaser and consistent with this LOI within on hundred and eighty days (180) days, contingent on City Council approval. A draft form of Purchase Agreement will be provided by Purchaser.

**ACCESS:** Purchaser and its agents and contractors shall have reasonable access to the Property with a minimum of 48-hour prior notice to Seller so that they can conduct an appraisal, various tests, and inspections which are standard in the industry.

**PROPERTY MATERIALS:** All pertinent documents, including without limitation, property studies, leases, contracts, financial statements, and inspection reports, to

the extent Seller is in possession of the same and/or Seller is legally entitled to possess the same, will be made available to Purchaser by Seller at the request of Purchaser after the signing of this LOI.

**PROPERTY "AS IS":** Purchaser will accept the Property in its "as is" condition, subject to complete, marketable, clean title, and environmental conditions (if any) that Purchaser may identify.

**ACKNOWLEDGEMENT:** Purchaser is aware that Seller will require ample time to design/construct and relocate into a new headquarters building, prior to exiting the current building on the subject property. (Kitsap Bank Headquarters/Main office) If closing were to occur prior to the Sellers completion of its New Headquarters/Main office then Buyer and Seller agree that Seller will be able to Lease back, under mutually acceptable terms, until such a time as an orderly move into its new Headquarters/Main office can be accomplished.

**PRE-CLOSING:** Upon signing of the Contract, Seller will not sign any new agreement affecting the Property which would survive the sale without the prior written approval of Purchaser.

**EXCLUSIVITY:** After the mutual execution of this LOI, Purchaser shall have the exclusive right to negotiate to buy the Property for a period of [180] days. During this time, Seller and its agents/brokers shall stop soliciting, talking, negotiating, or signing of any document in writing with any other potential Purchasers or third parties about the selling/purchasing/leasing of the Property unless approved in writing in advance by Purchaser.

**NON-BINDING:** Subject to the terms of this LOI, no party to the proposed transaction will be under any legal obligation with respect to the proposed transaction or any similar transactions, and no offer, commitment, estoppel, or undertaking or obligation of any nature whatsoever shall exist or be implied in fact, law or equity, unless and until a formal written Contract providing for the transaction containing in detailed legal form the terms and conditions of the transaction has been executed and delivered by all parties intended to be bound. At any time, subject to the terms of this LOI either Purchaser or Seller may terminate discussions regarding the Property and decline to negotiate the Contract.

**GOVERNING LAW:** This LOI will be governed by the laws of the State of Washington, without regard for its conflict of law's provisions. This LOI may be executed and delivered in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument. This LOI may be executed and delivered by facsimile or

electronic signature and as such, shall be treated as an original instrument.

Please confirm your agreement with the terms of this LOI by signing in the space provided on the following page and returning a signed copy to the undersigned. If you have any questions please feel free to contact the undersigned.

This LOI shall be considered valid through 07-11-2021. If both parties agree this LOI may be extended due to unforeseen circumstances.

**This LOI sets forth proposed terms of a real estate purchase. Nothing herein shall be deemed to create a binding obligation on either party unless and until a purchase and sale agreement containing terms and provisions satisfactory to each party has been executed by the parties. The City's execution of such an agreement is contingent on approval by the City Council of Port Orchard.**

**AGREED TO BY:**

**PURCHASER/CITY OF PORT ORCHARD**

**By:** \_\_\_\_\_  
**Rob Putaansuu, Mayor**

**Date:** \_\_\_\_\_

**SELLER**

**By:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_



**City of Port Orchard  
Council Meeting Minutes  
Regular Meeting of December 15, 2020**

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

Staff present via Remote Access: Finance Director Crocker, Public Works Director Dorsey, HR Manager Lund, Police Chief M. Brown, City Attorney Archer, Utility Manager J. Brown, 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 Cucciardi, seconded by Councilmember Rosapepe, to add a Business Item 7H, Resolution 067-20 for Purchase of a Storm Drainage Utility Remote Controlled Flail Mower, and to move 7E as 7B (Business Items).

**The motion carried.**

**MOTION:** By Councilmember Cucciardi, seconded by Councilmember Lucarelli, to approve the agenda as amended.

**The motion carried.**

### 3. CITIZENS COMMENTS

There were no citizen comments.

### 4. CONSENT AGENDA

- A. Approval of Voucher Nos. 81079 through 81135, including bank drafts in the amount of \$ 83,292.79 and EFT's in the amount of \$8,122.45 totaling \$91,415.24.
- B. Approval of Payroll Check Nos. 81075 through 81078 including bank drafts and EFT's in the amount of \$152,020.83; and Direct Deposits in the amount of \$185,838.07 totaling \$337,858.90.
- C. Adoption of a Resolution Approving Mayoral Appointment for Boards, Committee, Commissions (**Resolution No. 068-20**)
- D. Approval of a Contract with LaCross & Murphy, PLLC for Public Defender Services (**Contract No. 016-21**)
- E. Adoption of a Resolution Adopting the 2021 City Council Meeting Schedule (**Resolution No. 069-20**)
- F. Adoption of a Resolution Approving a Contract with Hart Crowser, Inc. for 2021-2023 Third-Party Geotechnical and Hydrological Consulting Services (**Resolution No. 063-20 and Contract No. 008-21**)
- G. Adoption of a Resolution Approving a Contract with Grette Associates, LLC for 2021-2023 On-Call Critical Areas Review and Consulting Services (**Resolution No. 070-20 and Contract No. 094-20**)
- H. Approval of a Contract with Kitsap County Sheriff's Office for Mutual Aid and Traffic Safety Task Force (**Contract No. 017-21**)
- I. Excusal of Councilmember Ashby Due to Personal Reasons

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

**The motion carried.**

### 5. PRESENTATION

There were no presentations.

### 6. PUBLIC HEARING

There were no public hearings.

### 7. BUSINESS ITEMS

- A. **Adoption of a Resolution Approving a Contract with AtWork! Commercial Enterprise LLC for 2021 Various Areas Landscaping Maintenance**

**MOTION:** By Councilmember Clauson, seconded by Councilmember Rosapepe, to adopt Resolution No. 061-20, thereby authorizing the Mayor to execute Contract No. C007-21 with AtWork!

Commercial Enterprise LLC for 2021 Various Areas Landscaping Maintenance Services in the amount of \$31,601.28.

**The motion carried.**

**(Resolution No. 061-20 and Contract No. 007-21)**

**B. Approval of Change Order No. 31 to Contract No. 037-17 with Active Construction, Inc. for the Tremont Street Widening Project-Closeout**

**MOTION:** By Councilmember Lucarelli, seconded by Councilmember Diener, to authorize the Mayor to execute Change Order No. 31 with Active Construction, Inc. in a deductive amount of \$130,591.85 for project closeout.

**The motion carried.**

**C. Adoption of a Resolution Approving Agreement No. 6 to Contract No. 071-16 with WSP USA (formerly Berger ABAM) for the Final Closeout of the Tremont Street Widening Project CACM**

**MOTION:** By Councilmember Clauson, seconded by Councilmember Diener, to adopt Resolution No. 059-20, thereby approving Supplemental Agreement No. 6 to Contract No. C071-16 with WSP USA in the amount of \$130,591.85 for services rendered on the Tremont Street Widening project's construction administration/construction management.

**The motion carried.**

**(Resolution No. 059-20)**

**D. Adoption of a Resolution Approving a Contract with MurraySmith, Inc. for the 2020-2021 McCormick Village Park Splash Pad Value Engineering Project & Documenting Procurement Procedures**

**MOTION:** By Councilmember Diener, seconded by Councilmember Cucciardi, to adopt Resolution No. 055-20, thereby authoring the Mayor to execute Contract No. C090-20 with Murraysmith, Inc. in the amount of \$24,180 for the 2020-2021 McCormick Village Park Splash Pad Retrofit Value Engineering Project.

**The motion carried.**

**(Resolution No. 055-20 and Contract No. 090-20)**

**E. Approve and Ratify the Mayor's Third Extension of Proclamation of Local Emergency Pursuant to RCW 38.52.070**

**MOTION:** By Councilmember Diener, seconded by Councilmember Lucarelli, to approve of and ratify the Mayor's Third Extension of the Proclamation of Local Emergency, dated the 11<sup>th</sup> of December 2020, pursuant to Port Orchard Municipal Code 2.80.210 and RCW 38.52.070.

**The motion carried.**

**F. Approval of a Memorandum of Understanding with Teamsters Local 589 representing Police Support Staff regarding the Community Health Navigator**

**MOTION:** By Councilmember Chang, seconded by Councilmember Clauson, to authorize the Mayor to sign a Memorandum of Understanding with Teamsters Local Number 589 representing Police Support Staff relating to the newly established position of Community Health Navigator.

**The motion carried.**

**(MOU No. 4 to Contract No. 017-19)**

**G. Approval of the December 8, 2020, City Council Meeting Minutes**

**MOTION:** By Councilmember Clauson, seconded by Councilmember Lucarelli, to approve the Council meeting minutes of December 8, 2020.

**The motion carried. Councilmember Cucciardi abstained.**

**H. NEW: Adoption of a Resolution Approving the Purchase of a Storm Drainage Utility Remote Controlled Flail Mower for the Equipment Rental Revolving Fund No. 500**

**MOTION:** By Councilmember Cucciardi, seconded by Councilmember Lucarelli, to approve Resolution No. 067-20, thereby approving the purchase of a Storm Drainage Utility Remote-Controlled Flail Mower in the amount of \$61,160 through the HGAC Buy Roster for Equipment Rental and Revolving Fund No. 500 and addition to the Fleet.

**The motion carried.**

**(Resolution No. 067-20)**

**8. DISCUSSION ITEMS (No Action to be Taken)**

**A. RMSA Required Training for 2021**

Mayor Putaansuu noted Council can pick which training they would like to take in 2021.

After a brief discussion, Council agreed to participate in Generational Differences training.

**9. REPORTS OF COUNCIL COMMITTEES**

Mayor Putaansuu reported the Finance Committee is scheduled to meet January 12<sup>th</sup>. The Utilities Committee is scheduled to meet January 19<sup>th</sup>. The Land Use Committee is scheduled to meet January 13<sup>th</sup>. The Transportation Committee is scheduled to meet January 26<sup>th</sup>.

Councilmember Diener reported on the December 9<sup>th</sup> Land Use Committee meeting.

## **10. REPORT OF MAYOR**

The Mayor reported on the following:

- Community Events Center;
- Marina Pump Station drilling;
- Personnel Policy updates; and
- Working WA Grants.

## **11. REPORT OF DEPARTMENT HEADS**

City Clerk Rinearson reported the Clerk's office is closing out the year and preparing for 2021. Also, in response to Mayor Putaansuu, she noted the Laserfiche public portal will be live on the City's website within the next couple days.

Police Chief Brown, Public Works Director Dorsey, HR Manager Lund, City Clerk Rinearson, City Attorney Archer, and Finance Director Crocker all thanked the Mayor, Council and staff for their support over the past year.

## **12. CITIZEN COMMENTS**

There were no citizen comments.

## **13. EXECUTIVE SESSION**

There was no executive session.

## **GOOD OF THE ORDER**

Councilmember Lucarelli stated the Chimes and Lights Committee is scheduled to meet January 11<sup>th</sup> and at the KEDA [Kitsap Economic Development Alliance] meeting, it was noted there was considerable growth throughout Kitsap County.

Councilmembers voiced their support of staff through the past year and wished everyone happy holidays.

Councilmember Chang urged everyone to walk along Bay Street and the waterfront at night as the trees are lit, and decorations are up.



Councilmember Lucarelli thanked public works for making the town beautiful and said to listen for chimes music on December 24<sup>th</sup> and December 25<sup>th</sup>.

**14. ADJOURNMENT**

The meeting adjourned at 7:30 p.m. No other action was taken. Audio/Visual was successful.

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Brandy Rinearson, MMC, City Clerk

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Robert Putaansuu, Mayor

**City of Port Orchard**216 Prospect Street, Port Orchard, WA 98366  
(360) 876-4407 • FAX (360) 895-9029**Agenda Staff Report**Agenda Item No.: Discussion Item 8A  
Subject: 2020 Festival of Chimes and Lights  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_Meeting Date: January 12, 2021  
Prepared by: Brandy Rinearson, MMC  
City Clerk  
\_\_\_\_\_  
Atty Routing No.: N/A  
Atty Review Date: N/A  
\_\_\_\_\_

**Summary:** Councilmember Lucarelli will be providing an overall discussion of the 2020 Festival of Chimes and Lights and downtown tree decorating contest.

The downtown tree contest winners are:

**First Place Winners:**

- Best Vintage Tree – Port Orchard Market #48
- Most Creative Tree – Many Paths Acupuncture #3
- Best Business Representative Tree – Scott McLendon’s Hardware #7

**Second Place Winners:**

- Best Vintage Tree – Carters Chocolates #53 & #54
- Most Creative Tree – Community Rock Love in Port Orchard #45
- Best Business Representative Tree – Port Orchard Police Department #25

**Third Place Winners:**

- Best Vintage Tree – The Bowers Family #40
- Most Creative Tree – Port Orchard Eagles Aerie 2338 #32
- Best Business Representative Tree – Rills Life Tribute Center #18

**Honorable Mention:**

- Best Vintage Tree – Port Orchard Helpers #31
- Most Creative Tree – Salon Pettiroso #36
- Best Business Representative Tree – Kitsap Auto Outlet #58

**Relationship to Comprehensive Plan:** N/A.

**Fiscal Impact:** None

**Alternatives:** None

**Attachments:** None